

Consultancy Agreement

between

Samordningsförbundet Centrala Östergötland

and

Milou Communication AB

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CONSULTANCY AGREEMENT

1. Parties

- 1.1 Samordningsförbundet Centrala Östergötland, reg. no. 222000-2485, Platensgatan 5 A 1 1/2 TR, 582 20 Linköping (“**SCÖ**”); and
- 1.2 Milou Communication AB, reg. no. 556645-1463, Borgmästaregatan 17 A 2TR 371 35 Karlskrona (the “**Consultant**”).

The above parties are hereinafter each referred to as a “**Party**” and jointly as the “**Parties**”.

2. Background

- 2.1 SCÖ is a collaboration agency that works together with and on behalf of its member organizations (Försäkringskassan, Arbetsförmedlingen, Region Östergötland and the local authorities (Sw. *kommuner*) of Kinda, Linköping and Åtvidaberg). SCÖ’s goal is to ensure that anyone of working age who is not currently working or studying, has access to coordinated welfare services and progresses towards financial independence. To attain this goal, SCÖ has developed a digital platform (“**Välfärdsguiden**”) to help individuals find their way in the welfare system, feel empowered to change their lives and progress towards independence and self-sufficiency.
- 2.2 The Consultant is a strategic and creative full-service agency with a long history from working at the intersection between business – communication – technology. For the Consultant, this means that the Consultant always has its clients’ whole situation in mind and an increased awareness of the Consultant’s delivery being part of something bigger. Every day, the Consultant creates strong brands, smart technical functions, creative communication, user friendly design and efficient digital presence. The Consultant lives by the phrase “Beautiful experiences” – something that affects everything that the Consultant is and does in its work together with customers, in deliveries, ways of working and attitude towards each other and the rest of the world. The Consultant has had the opportunity to collaborate with clients from every part of Sweden and internationally for almost twenty years – where the individual experience of the Consultant’s coworkers in many cases, extends much longer still. The Consultant was part of the birth of digital and is a part of creating tomorrow’s innovations, communication and solutions – all of its coworkers with different backgrounds, histories and competences and their differences being the Consultant’s greatest strength. The Consultant was founded in 2003, has studios in Karlskrona, Kalmar and Malmö and now includes some 25 incredible strategists, creatives, project managers, architects, UX-designers and developers. Since the summer of 2021, the Consultant is an independent part of Softhouse – one of Sweden’s most prominent players within agile process and project management, software development and digital business development. Together, Softhouse and the Consultant create a powerful and unique market proposition.
- 2.3 The Consultant won SCÖ’s invitation to tender “Invitation to tender: Ongoing development of Välfärdsguiden” and has since then provided services to SCÖ in accordance with the invitation to tender and the Consultant’s bids dated 5 February 2021, 5 May 2021 and 29 June 2021 (named invitation to tender and the Consultant’s bids are together referred to as the “**Previous Agreements**”). Under the Previous

Agreements, the Consultant has worked in collaboration with SCÖ in order to develop Valfärdsguiden. Discussions and deliveries have been informal.

2.4 As the term of the Previous Agreements has come to an end, SCÖ wishes to continue using the Consultant's services to further improve Valfärdsguiden's existing features and develop new ones, including design, wireframing, accessibility requirements, development and testing. The Consultant is interested in providing such services. Further, the Parties have agreed to clarify the principles regarding division of intellectual property rights to the Results and Previous Results (as defined below), as elaborated below.

2.5 In consideration of the foregoing, the Parties have today entered into the following consultancy agreement (the "**Agreement**").

3. Scope and Interpretation

3.1 At the time of signature, the Agreement consists of this document and the following appendices:

- Appendix 1 – Collaboration Description
- Appendix 2 – Template for Pre-Sprint Planning Meetings
- Appendix 3 – Fees

3.2 In case of any discrepancy between the contents of this document and its appendices, this document shall prevail over the appendices, unless (i) the relevant appendix explicitly and unambiguously, derogates from this document, in which case the derogation shall be limited to what is explicitly and unambiguously stated, or (ii) this document explicitly refers to a particular issue to be governed by the appendix. In case of discrepancy between the appendices, the most recently prepared document shall have precedence.

4. Definitions

4.1 In addition to the terms defined under Sections 1 and 2 above, the following terms shall have the meaning set forth below when used with a capital initial letter in the Agreement.

"Additional Term" shall mean a three (3) months-period after the Initial Term and during the Extended Term (see definitions below).

"Affiliate" shall mean an entity which is controlled by, controlling or under common control with SCÖ or the Consultant. For the purposes of this definition, "control" means the direct or indirect ownership of fifty percent (50 %) or more of the voting share or capital of the relevant entity.

"Agreement" shall mean this document together with any appendices, exhibits or other Written documents to which a reference is made in this document or its appendices, and which are in

force.

“Collaboration Description”

shall mean the description of the Parties’ collaborative measures, see Appendix 1, as amended or clarified by the Parties from time to time.

“Confidential Information”

shall mean (a) software and any trade secrets, including but not limited to product plans, designs, costs, prices, finances, marketing plans, forecasts, business opportunities, personnel, research or know-how; (b) any and all other information which is disclosed by a Party to the other Party orally, electronically, visually, or in a document or other tangible form, which is identified as proprietary; (c) any notes, extracts, analyses, or materials which are copies of the Confidential Information or from which the substance of the Confidential Information can be inferred or otherwise understood; (d) any information which a Party desires to protect against unrestricted disclosure or competitive use by the other Party and Third Parties and which (i) if disclosed in tangible form, is clearly labeled as “confidential” or “proprietary” or with words of similar meaning in writing at the time of disclosure, or (ii) if disclosed in a non-tangible form, is identified as “confidential” or “proprietary” at the time of disclosure or would logically be considered confidential by virtue of its relation to the subject matter hereof; and (e) the terms, conditions, and existence of this Agreement.

“Contact Person”

shall have the meaning set forth in Subsection 6.3.1.

“Definition of Done”

shall mean in respect of each Sprint, the verifiable criteria for when each Result shall be considered to meet the agreed requirements and is to be considered ready for deployment, which criteria shall be agreed together with the Sprint Backlog prior to commencing each Sprint.

“Extended Term”

shall mean the sum of all the Additional Terms, as set out in Section 18.4.

“Fault”

shall mean any deviation from the agreed functionality and other requirements for the Services or Results, including deviations from good practice or the Results not being fit for the intended purpose(s), that are the result of the Consultant’s poor workmanship, use of defective products, carelessness or any other act or omission for which the Consultant is responsible.

“In writing” or

shall mean the product of any method for forming characters

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| “Written” | on paper or other material or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored. |
| “Initial Term” | shall mean the period between the date of execution of the Agreement by both Parties and 31 December 2022. |
| “Intellectual Property Rights” | shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and similar or equivalent rights or forms of protection in any part of the world. |
| “Previous Agreements” | shall mean SCÖ’s invitation to tender “Invitation to tender: Ongoing development of Vålfärdsguiden”, together with the Consultant’s bids dated 5 February 2021, 5 May 2021 and 29 June 2021, as well as the non-formalized agreement through which SCÖ has bought Services from the Consultant during the period of negotiation of this Agreement. |
| “Previous Results” | shall mean all Results of the services provided by the Consultant in connection with the Previous Agreements, whether or not such Results have been documented or delivered by the Consultant to SCÖ. |
| “Product Backlog” | shall mean a list of tasks and requirements, identified and managed by SCÖ to be completed during Sprints. The Product Backlog shall serve as the vehicle for detailing and prioritizing requirements, such prioritizing to be made by SCÖ, and is initially constituted by the app <i>Trello</i> , until otherwise notified by SCÖ. |
| “Results” | shall mean any and all results or other outcome of the Consultant’s provision of the Services, for example – but not limited to – Intellectual Property Rights, source code, documentation, know-how, drawings, information, films, tapes, models, equipment or data of any kind, regardless of media or form and regardless of whether or not such information is documented or not. |

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| “Services” | shall mean the services provided by the Consultant in collaboration with SCÖ as set forth in the Collaboration Description, and as set forth in the Sprint Description (as relevant for each Sprint) for the purpose of achieving the envisioned outcome of the cooperation (see section 5.1), and/or otherwise set out in the Agreement, along with any other services, functions, activities, tasks or responsibilities not explicitly described in the Collaboration Description, the Sprint Description (as relevant for each Sprint) or the Agreement but which are inherent subtasks, necessary or incidental to the services described therein and which are required for the proper performance and intended purpose of the Agreement. |
| “Sprint” | shall mean each delivery phase for Services during an agreed time period, during which applicable Results in order to achieve one or more identified outcome(s) are developed, verified and delivered, as specified and prioritized by SCÖ. |
| “Sprint Backlog” | shall mean a list of tasks and requirements from the Product Backlog identified by SCÖ to be completed during a Sprint. |
| “Sprint Description” | shall mean the description of the requirements to be fulfilled by one or more Sprint(s) and the length of each Sprint (unless the Parties agree otherwise, the length of each Sprint is two (2) weeks), using the template set out in <u>Appendix 2</u> , and otherwise as completed or amended by the Parties from time to time. |
| “Third Party” | shall mean any person or legal entity which is neither a Party to this Agreement nor an Affiliate of a Party. |
| “Third-Party Rights” | shall mean Intellectual Property Rights owned by or under the control of a Third Party, including for avoidance of misunderstanding, any copyrighted material distributed under any open source license. |
| “Visual Content” | shall mean all text, images, graphics and other information and/or materials on Valfärdsguiden. |
| “Valfärdsguiden” | shall mean the digital platform provided by SCÖ and available at the following address: www.valfardsguiden.se . |

5. Envisioned outcome of the cooperation

- 5.1 SCÖ’s vision is that SCÖ’s target group should have access to information on the welfare services available to them. SCÖ strives to present this information in a way that such

persons experience as valuable and coordinated, to enable each person to take an appropriate next step towards employment or studies. This Agreement and SCÖ's cooperation with the Consultant aim at helping SCÖ realize this vision through the ongoing development of Vålfärdsguiden.

6. The Services

6.1 General requirements

- 6.1.1 The Consultant undertakes to provide the Services on the terms and conditions set forth in this Agreement.
- 6.1.2 The Services are provided by means of an agile project. The Results will be developed and delivered successively in Sprints. The Parties agree to apply the way of working that is set out in this Agreement and the Collaboration Description and to cooperate and communicate in good faith regarding the progress of the Services.
- 6.1.3 The Parties shall in their collaboration outlined in the Collaboration Description agree on the scope and planned outcome of the Services in each Sprint, plan the details of the Services in each Sprint, agree on the Sprint Description applicable for each Sprint and manage the Services. If the Parties are unable to agree on a certain matter in their collaboration under the Agreement and/or any Sprint, the position reasonably held by SCÖ's representative shall prevail.
- 6.1.4 The Consultant is responsible for implementing and performing the Services in accordance with this Agreement and the Collaboration Description, and for each Sprint as set out in the applicable Sprint Description, as well as any other reasonable Written instructions issued by SCÖ from time to time.
- 6.1.5 Both Parties shall be responsible for adding Visual Content to the extent agreed upon between the Parties. As a general rule and unless otherwise agreed between the Parties in their collaboration hereunder, SCÖ shall be responsible for adding, removing or modifying pictures and information texts ("**SCÖ Visual Content**"), whereas the Consultant shall be responsible for inserting, modifying and/or removing graphical elements, statutory information (for example cookie and personal data information) and text on and functionality of clickable links, including buttons, banners, tabs and similar ("**Consultant Visual Content**"). Each Party shall be responsible for its Visual Content being correct and updated.

6.2 Pre-planning meeting

- 6.2.1 Each Sprint shall start with a pre-Sprint planning meeting, as set out in the Collaboration Description, during which SCÖ shall, with the support of the Consultant as part of its Services, prioritize the contents of a Sprint by choosing which requirements/functions from the Product Backlog shall be implemented during the Sprint in the form of a Sprint Backlog. The Parties shall also agree upon the criteria for Definition of Done for the scope of each Sprint. The established requirements/functions are broken down into activities for which the resource requirements are estimated by the Parties. When planning a Sprint, any resource requirements in addition to the basic level of resources set out in the Collaboration Description shall be assessed, including requirements for particular competencies.

- 6.2.2 The Parties have prepared a template, Appendix 2 (Template for Pre-Sprint Planning Meetings), that is intended to describe how the Sprints shall be planned and implemented. Appendix 2 is meant to be completed and agreed upon by the Parties during pre-Sprint planning meetings. The completed version of Appendix 2 for one or more Sprints constitutes the Sprint Description for the purposes of such Sprint.
- 6.2.3 During the planning of a Sprint, the Parties shall confirm (if possible, by completing the applicable Sprint Description or otherwise as agreed between the Parties during the course of the Sprint) what Results the Consultant shall deliver during the Sprint in question.
- 6.2.4 If the Parties fail to agree on the planning of the Sprint or content of the Sprint Description, the position taken by SCÖ's representative shall prevail. The Consultant's objections shall however be documented in the Sprint Description, at the request of the Consultant.

6.3 **Continuous reporting and collaboration during a Sprint**

- 6.3.1 Each Party shall appoint a contact person who shall be mainly responsible for the cooperation ("**Contact Person**"), as identified in the Collaboration Description.
- 6.3.2 The Parties agree to ensure that the suitable persons (as agreed upon between the Parties' Contact Persons) participate in the meetings set out in the Collaboration Description, unless otherwise instructed by SCÖ from time to time.
- 6.3.3 The Consultant shall with the frequency set out in the applicable Sprint Description or otherwise as requested by SCÖ, during each Sprint:
- a) keep SCÖ continuously informed of the progress of the Services and Results achieved in the Sprint, as well as of the number of worked hours;
 - b) at SCÖ's request, ensure that its Contact Persons meets with SCÖ to discuss the provision of the Services and the achievements made;
 - c) proactively report any significant deviations from the Sprint Description and consult SCÖ if any changes are required to the content of the Services. At SCÖ's own choice, SCÖ may agree to prioritize between the requirements assigned to the Sprint.
 - d) proactively report any anticipated or actual discrepancy between the estimated number of working hours set out in the Sprint Description and the actual number of working hours, as well as the reasons for such discrepancy;
 - e) deliver Results, as set out in section 6.5.2.
- 6.3.4 In addition, the Consultant shall during each Sprint:
- a) place the persons mentioned in the Collaboration Description at SCÖ's disposal for the performance of the Services to the extent agreed upon by the Parties and set out in the Sprint Description for each relevant Sprint;
 - b) without any undue delay inform SCÖ if the Consultant deems that instructions provided by SCÖ are unclear or improper;
 - c) immediately inform SCÖ if there is a more than insignificant risk that any agreed outcome or time plan set out in a Sprint Description will not be met, in order for SCÖ to decide on action to be taken.

6.3.5 SCÖ shall at any time be entitled to demand that the work under a Sprint be accelerated or suspended. The Consultant shall not object to SCÖ's request for a change, unless the Consultant can demonstrate an objective reason for doing so. If SCÖ's request for change is due to circumstances for which SCÖ is responsible or conditions on SCÖ's side, the Consultant is entitled to reasonable compensation for any additional cost and lost profit which may arise due to such acceleration or suspension.

6.4 **The Consultant's general obligations for all Services during all Sprints**

6.4.1 The Consultant shall provide all Services with all reasonable skill, care and diligence practiced by a first-class provider of comparable services, and in accordance with applicable laws and regulatory requirements.

6.4.2 The Consultant shall perform the work within the scope of the Services notwithstanding that the Parties are not in agreement regarding whether a measure is included in the Services, if requested by SCÖ. Where a measure does not fall within the scope of the Services, the Consultant shall be entitled to (i) reasonable compensation; and (ii) otherwise reasonable amendment of the contractual terms and conditions.

6.4.3 The Consultant may only replace the persons mentioned in the Collaboration Description with other persons for providing the Services (i) if any person mentioned terminate their employment with the Consultant, (ii) due to long-time sickness or leave of absence (more than three months) are no longer able to work, or (iii) for any other reason stated in or recognized by Swedish labor legislation cannot take part in the performance of the Services. The Consultant may otherwise only replace the persons mentioned in the Collaboration Description with SCÖ's prior Written approval. Such approval may not be unreasonably denied or withheld. If SCÖ wishes to replace any of the persons mentioned in the Collaboration Description, the Consultant shall meet such request to the extent possible.

6.4.4 Unless otherwise set forth in the Collaboration Description, or agreed in a Sprint Description, the Services shall be provided at the Consultant's premises. The Consultant undertakes to comply with any security policies and/or other measures notified by SCÖ to the Consultant in accordance with Section 21 (Notices). This undertaking includes an obligation for the Consultant to ensure that the Consultant's personnel enters into any reasonable confidentiality and security undertakings, as instructed by SCÖ from time to time.

6.4.5 The Consultant shall perform the Services as an independent contractor and may not enter into any binding agreements or make any commitments on behalf of SCÖ.

6.5 **Communication, reporting and documentation**

6.5.1 Each Party shall immediately inform the other Party upon learning of circumstances which may give rise to a change in the provision of the Services (both for the purposes of an individual Sprint and otherwise).

6.5.2 Pursuant to Subsection 6.3.3a), the Consultant shall on a continuous basis report to SCÖ on the progress made in each Sprint and the Results achieved. Reporting and documentation shall be made according to SCÖ's Written instructions from time to time, using the tools and systems exemplified in the Collaboration Description. As a minimum requirement, the Parties shall document the progress of their work through the Trello board mentioned in the Collaboration Description. The Results for the Sprint shall be

delivered to SCÖ pursuant to Subsection 6.3.3e). Unless otherwise agreed, the Results shall be delivered at the end of the time period dedicated for each Sprint. The form for delivery of Results shall be discussed between the Parties and shall include all documentation and information (in their respective original format) regarding the Results reasonably necessary for the purposes of Subsection 6.5.3 below. Any programmed part of the Results shall be delivered in object code as well as source code unless otherwise instructed by SCÖ.

- 6.5.3 All Results (including the Previous Results, if so requested by SCÖ), shall be provided in an appropriate form and manner and include all information reasonably necessary in order to enable SCÖ to contract a professional Third-Party service provider, who provides services in the same field of expertise as the Consultant, to continue to develop, modify, refine and otherwise use the Results (and the Previous Results, if applicable) in order to continue the work with Vålfärdsguiden without involvement by the Consultant. If SCÖ, with reference to this Section 6.5.3, requests additional deliveries by the Consultant of or regarding any Previous Results, SCÖ shall pay the Consultant a reasonable fee for such work with application of the hourly fees set out herein. Payment is however always subject to previous delivery.

6.6 **Verification of Sprints**

- 6.6.1 SCÖ shall within the time frame of each Sprint, verify if the delivered Results fulfil the agreed requirements. The Consultant shall assist SCÖ during verification and provide such information/material requested by SCÖ or otherwise necessary for the purposes of such verification. The verification shall be the basis for establishing which parts of the relevant Results that SCÖ finds meet the Definition of Done and which of the requirements assigned to the Sprint are not meeting the Definition of Done and shall be moved back to the Product Backlog, such prioritization to be SCÖ's decision. SCÖ shall perform the verification without delay, so it does not affect the start of the next Sprint. SCÖ shall approve Results if they are in accordance with the Description of Done for the relevant Sprint. When the verification has been performed, the Sprint is completed. The Results of the Sprint and the verification process shall be documented.
- 6.6.2 The documentation shall demonstrate what Results meet the Definition of Done and whether SCÖ considers that some Results of the Sprint do not meet the Definition of Done because of circumstances for which the Consultant is responsible or conditions on the Consultant's side (such as the Consultant's poor workmanship, use of defective products, carelessness or any other act or omission for which the Consultant is responsible). The Consultant shall promptly and without additional cost for SCÖ rectify such Results. If the Consultant has not rectified such Results with the expedience required by the circumstances, SCÖ may In writing give the Consultant a reasonable and final deadline for such attainment. If the Sprint goals have not been attained when this deadline has expired, SCÖ may (i) proceed with attaining the Sprint goals either by itself or through a Third Party at the Consultant's expense, or (ii) immediately terminate the Agreement.
- 6.6.3 In addition to what is stated above, SCÖ shall be entitled to a proportionate reduction of the fees and the Consultant shall compensate SCÖ for any direct loss or damage arising because of circumstances according to Subsection 6.6.2 above.

6.6.4 Subsections 6.6.2 and 6.6.3 above shall remain valid twelve (12) months from the date when SCÖ discovered, or should reasonably have discovered, the circumstances referred to in those Subsections.

6.7 **Faults**

6.7.1 The Parties shall cooperate with each other and make their best efforts to avoid any Faults. Each Party shall without undue delay inform the other Party if the Party has reason to believe that a Fault may occur or has occurred.

6.7.2 The Consultant shall promptly and without additional cost for SCÖ rectify any Faults. If the Consultant has not rectified such a Fault with the expedience required by the circumstances, SCÖ may In writing give the Consultant a reasonable and final deadline for rectification. If the Fault has not been rectified when this deadline has expired, SCÖ may (i) proceed with the rectification either by itself or through a Third Party at the Consultant's expense, or (ii) immediately terminate the Agreement.

6.7.3 In addition to what is stated above, SCÖ shall be entitled to a proportionate reduction of the fees and the Consultant shall compensate SCÖ for any direct loss or damage arising as a result of a Fault for which the Consultant is liable according to Subsection 6.7.2 above.

6.7.4 Subsections 6.7.2 and 6.7.3 shall remain valid twelve (12) months from the date when the Fault was discovered, or should reasonably have been discovered, by SCÖ.

7. **Fees, payment and taxes**

7.1 **Compensation**

7.1.1 Unless otherwise agreed In writing, the Services shall be performed on a time basis at the hourly fees set out in Appendix 3. The Parties may agree on any fixed fee portion of the Services, if so agreed in a Sprint Description.

7.1.2 Subject to SCÖ's prior approval In writing in each case, the Consultant shall be reimbursed for reasonable and proven costs for travel, lodging, meals and out-of-pocket expenses, and receive compensation for travel time. Compensation for such expenses and travel time shall be paid upon submission and approval of Written statements and receipts in accordance with the regular procedures of SCÖ. Compensation for travel time amounts to half the agreed hourly rate.

7.2 **Invoicing and Payment terms**

7.2.1 Services performed by the Consultant shall be invoiced by the Consultant monthly in arrears. Unless otherwise instructed by SCÖ, all invoices shall be accompanied with information, specified per day, on the work performed, the relevant Sprint to which the work is associated, the persons who have performed it and the hours spent on the performance by each of such persons.

7.2.2 Unless otherwise agreed In writing between the Parties, payment shall be made in SEK within thirty (30) days of SCÖ's receipt of invoice. In the event of SCÖ's delay with such payment, the Consultant shall be entitled to interest in accordance with the Swedish Interest Act (*Räntelag* (1975:635)).

- 7.2.3 Where the Consultant is responsible for Sprint goals set out in the Sprint Description not being met according to the specified Definition of Done in accordance with Subsection 6.6.2 above, and/or the Consultant has not corrected Faults according to Subsection 6.7.2 above, SCÖ shall be entitled to withhold payment of fees to an amount reasonable considering the breach, until the relevant Sprint goals are met and/or the Consultant has remedied the Faults (as applicable).
- 7.2.4 SCÖ's rights hereunder shall be in addition to any other rights arising from the Consultant's failure to provide the Services in accordance with the Agreement.
- 7.2.5 SCÖ's payment of an invoice shall not be considered an acceptance of the Services or of a part thereof.
- 7.2.6 The Consultant shall not be entitled to make a claim for payment if the payment claim has not been invoiced within six (6) months from the delivery of the relevant Service. Any payment claim made after such period shall automatically be null and void and SCÖ shall have no liability whatsoever for such claim.

7.3 **Taxes**

- 7.3.1 All amounts set out in this Agreement, and payments made hereunder, are exclusive of VAT and other governmental taxes and charges.
- 7.3.2 The Consultant warrants and represents that the Consultant, throughout the term of the Agreement, shall hold a tax card for business income (*Sw: F-skattesedel*) and be registered for VAT.
- 7.3.3 This Agreement does not entail any employment relationship between SCÖ and the Consultant, or between SCÖ and the Consultant's personnel. Thus, the Consultant is responsible for the payment of taxes, social security payments and any other costs connected to its personnel and to the payments that the Consultant receives under this Agreement. The Consultant agrees to indemnify and hold SCÖ harmless in respect of any and all such liabilities and taxes, duties and other payments payable to tax authorities in connection with the provision of the Services.

8. **Personnel**

- 8.1 The Consultant shall ensure that all its personnel engaged in the Services are well-trained and sufficiently experienced for the tasks assigned to them. The Consultant shall conform to all reasonable requests by SCÖ regarding the Services, including any requests that the Consultant shall co-operate with a Third Party in the provision of the Services.
- 8.2 The Consultant shall upon SCÖ's request replace any assigned personnel, if SCÖ can reasonably show that they are unsuitable for the provision of the Services or that there are co-operation problems with such personnel.
- 8.3 During the term of this Agreement, the Parties shall not (i) directly or indirectly cause or attempt to cause any employee of the other Party to leave such other Party, (ii) in any way interfere with the relationship between the other Party and any employee of such Party, (iii) directly or indirectly hire any employee of the other Party to work in any organization of which the Party is an owner, officer, director, consultant, independent contractor or owner of an equity or other financial interest, or (iv) interfere or attempt

to interfere with any transaction or matter in which the other Party is involved during the term of this Agreement.

9. Subcontractors

- 9.1 The Consultant may not retain subcontracting consultants without SCÖ's consent.
- 9.2 The Consultant shall be liable to SCÖ for any subcontracting consultant's work as for its own.

10. Confidentiality

- 10.1 Each Party hereby undertakes, during the term of the Agreement and thereafter, not to disclose to any Third Party any Confidential Information proprietary to the other Party. Each Parties agree and acknowledge that the other Party's Confidential Information may be used solely for the fulfilment of the obligations under the Agreement and not for any other purpose. Each Party further agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information belonging to the other Party as it uses with respect to its own confidential and/or proprietary information. For avoidance of misunderstanding, SCÖ has an unlimited right to use, disclose and/or reveal any and all Confidential Information in the Results, the Previous Results and regarding Valfärdsguiden.
- 10.2 This confidentiality undertaking does not apply to information that:
 - 10.2.1 at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or
 - 10.2.2 the receiving Party can evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.
- 10.3 This confidentiality undertaking shall not prevent any Party from revealing and/or disclosing such Confidential Information that the Party is required to disclose by law (including the Swedish Public Access to Information and Secrecy Act (2009:400)), judgment or order, or by an agreement with the stock exchange or another marketplace. In this regard, is noted that SCÖ is a municipally owned company and that the possibilities to treat information as confidential are limited by statutory law. Any lawful act by SCÖ to comply with the statutory rules shall not be considered a breach of this Agreement.
- 10.4 This confidentiality undertaking shall survive any termination of this Agreement and shall remain in force during a period of three (3) years thereafter.
- 10.5 The Consultant may reveal and/or disclose certain Confidential Information for marketing purposes, under the condition that SCÖ on a case-by-case basis has given its express prior Written consent to the contents and circumstances of such disclosure, including without limitation which Confidential Information to be subject to such disclosure.

11. Liability

- 11.1 The Consultant is liable towards SCÖ for any damage that the Consultant causes during or due to the Consultant's provision of the Services, and/or by negligence or neglect. The Consultant's liability includes, but is not limited to, claims from a Third Party based on damages caused by Faults in the Consultant's work in accordance with this Agreement.
- 11.2 Neither Party shall in any event be liable to the other Party for any incidental, indirect or consequential damages, including but not limited to the loss of business, loss of opportunity, loss of revenue or profit in connection with or arising out of this Agreement.
- 11.3 The Consultant's total liability for damages arising out of or in connection with this Agreement shall be limited to the higher amount of SEK two million (2 000 000) and the amounts invoiced for the Services during the twelve (12) months preceding the damage.
- 11.4 The limitations of liability provided for in Subsections 11.2 and 11.3 shall not apply with respect to the Consultant's liability for infringements in accordance with (i) Section 10 (Confidentiality), (ii) Section 13 (Intellectual Property Rights), (iii) any taxes, duties and other payments payable by SCÖ to tax authorities as set forth in Subsection 7.3 above, or (iv) any damages suffered due to gross negligence or willful misconduct.

12. Insurance

- 12.1 The Consultant shall, during the term of the Agreement and at its own expense, have satisfactory insurance coverage against fire, burglary and similar events for all documents and other media containing data about the Results and/or Services as well as for any assets belonging to SCÖ held by the Consultant. The Consultant shall also, during the term of the Agreement and for a period of two (2) years after the Services have been delivered or terminated, maintain a customary liability insurance for professional consultancy activities with satisfactory limits of cover, given the nature and scope of the Services.
- 12.2 The Consultant shall upon SCÖ's request provide SCÖ with copies of all insurance policies concerning the aforementioned insurance coverage.

13. Intellectual Property rights

- 13.1 By virtue of this Agreement, the Consultant automatically grants to SCÖ a worldwide, royalty-free, non-exclusive, perpetual, sublicensable, transferable, assignable and irrevocable license to all Intellectual Property Rights in and related to the Results (including for the avoidance of doubt Consultant Visual Content). The Consultant shall through appropriate arrangements with its employees and subcontractors (if any) ensure that the above may be enforced. The license shall include rights for SCÖ, by itself or through any Third Party/Third Parties that SCÖ may appoint, to freely utilize any and all Results by usages such as, but not limited to, publishing, modifying, editing, decompiling, developing, assigning, transferring, copying, selling or licensing the Results to any Third Party (including the right to give Third Parties the same rights), without any prior consent from the Consultant or compensation being payable to the Consultant or any Third Party. It is expressly agreed that the license shall include rights for SCÖ to

appoint any successor to the Consultant to act as SCÖ's new consultant to use, modify, develop, copy and take all other action with the Results in order to continue work of the Consultant to continuously develop, publish and take all other action with Valfärdsguiden.

- 13.2 Ownership to all documents and materials prepared by the Consultant in connection with the Services shall vest in SCÖ and SCÖ shall have the sole right to use said documents and materials.
- 13.3 Any technology, documentation, data and/or other information, including but not limited to specifications, designs, ideas, concepts or tools provided by SCÖ to the Consultant, in whatever medium or format, are the property of SCÖ and may not be used by the Consultant other than for the completion of the Services.
- 13.4 The license to use the Intellectual Property Rights related to the Results pursuant to Sections 13.1-13.2 above automatically includes Results as of when such Results are created, without any additional compensation than SCÖ's payment of fees hereunder.
- 13.5 The Parties expressly agree and clarify that all provisions in Sections 13.1-13.2 above shall apply equally to all Previous Results, entailing that SCÖ's rights to all Previous Results are corresponding to SCÖ's rights to the Results (including, for avoidance of misunderstanding, the right to freely utilize any and all Previous Results including the examples of utilization set out in Section 13.1). For avoidance of misunderstanding; the Consultant's obligation to ensure appropriate arrangements with employees and subcontractors (if any) applies also to the Previous Results.
- 13.6 It is noted that part of the Previous Results is or refers to open source software (i.e. the program Umbraco), and that the Results may also contain such elements, which SCÖ is aware of and accepts. The Consultant shall however upon SCÖ's request promptly inform SCÖ of any restrictions in said open source licenses which SCÖ is required to comply with in its use of the Results, Previous Results and Valfärdsguiden (to the extent Valfärdsguiden contains any such Results or Previous Results provided by the Consultant).

14. Infringement of Third-Party Rights

- 14.1 The Consultant hereby warrants that the Results and Previous Results can be freely used by SCÖ in accordance with the rights granted and as envisioned herein and are not encumbered by and do not infringe any Third-Party Rights (subject to relevant open source license(s), as set out in Section 13.6 and possibly additional open source components in the Results, as approved by SCÖ In writing from time to time). The same shall apply to all software products developed by the Consultant without connection to the Services, which constitute components of any Results or Previous Results delivered to SCÖ. The Consultant further warrants that the intended use by SCÖ of the Results and Previous Results, as reasonably foreseen or foreseeable by the Consultant, is in compliance with any open source license(s) to which any element in the Results and/or Previous Results is subject to.
- 14.2 The Consultant undertakes, at its own cost, to defend SCÖ where claims are made or actions are brought against SCÖ for infringement as a consequence of the Services, in Sweden or elsewhere, provided that SCÖ gives the Consultant Written notice of the existence of the claim and reasonably co-operates with the Consultant, at the

Consultant's cost and expense, in defending or settling the suit, action or proceeding in question. The Consultant further undertakes to indemnify SCÖ for any costs and damages that SCÖ may be obliged to pay to a Third Party as a consequence of a judgment or a settlement concerning a purported infringement as a consequence of the Services. In addition to what is stated above, the Consultant shall compensate SCÖ for any direct loss or damage arising as a result of the infringement.

15. Audit

- 15.1 The Consultant shall maintain complete and accurate Written records (in accordance with the Collaboration Description) sufficient to determine whether or not the Consultant is complying with the terms of this Agreement. Subject to the confidentiality provision of Section 10 (Confidentiality) of this Agreement, SCÖ shall have the right to conduct audits of all the relevant records of the Consultant, and to obtain true and correct copies thereof. Such audits may take place at the Consultant's offices during regular business hours, and in a manner that does not interfere unreasonably with the Consultant's normal business activities. SCÖ shall be entitled to appoint an independent accountant, lawyer or other representative to conduct an audit as set out above.
- 15.2 Each Party shall bear its own costs for an audit. However, if an audit referred to in Subsection 15.1 discloses any material breaches or non-compliance by the Consultant under this Agreement, the Consultant shall promptly reimburse SCÖ for its costs for the audit, with interest thereon as set forth in Subsection 7.2.2 calculated from the point of time at which the breach or non-compliance occurred. In such event, SCÖ shall also be entitled to claim damages due to the Consultant's breach of or non-compliance to this Agreement.

16. Personal Data

- 16.1 The Parties have jointly determined that the Consultant will not process any personal data for which SCÖ is the data controller under applicable law, as part of the Services. The Consultant undertakes to inform SCÖ, and to enter into a separate data processing agreement on reasonable terms (such agreement to be drafted by SCÖ), if and to the extent the Consultant considers that any such personal data is being processed through the Services. Notwithstanding anything else in this Agreement, the Consultant shall process any and all personal data in accordance with the applicable law, this Agreement and SCÖ's instructions from time to time.
- 16.2 Each Party may process personal data relating to the other Party's employees in accordance with applicable law and each Party's privacy policy, as amended from time to time.¹ The purpose for the processing will be to administer the relationship between SCÖ and the Consultant as well as follow up the adherence to this Agreement.

¹ Here is SCÖ's privacy policy as of 21 October 2021:
https://samordning.org/sco/images/dokument/Integritetspolicy_SCO.pdf.

17. Force Majeure

- 17.1 Neither Party hereto shall be responsible or liable in any way for failure, delay or omission carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control - including, but not limited to, fire, flood, other natural disasters, war, epidemic, labor strike, interruption of transit, terrorist acts, explosion, civil commotion, and acts of any governmental authority - provided that the affected Party gives prompt notice thereof to the other Party.
- 17.2 Notwithstanding the occurrence of an event described in Subsection 17.1, both Parties shall complete their obligations hereunder to the extent reasonably practicable and shall also use their best efforts to resume their obligations in full following cessation of the cause or circumstance. However, provided that a Party is hindered or delayed in its performance of its obligations hereunder for more than one (1) month after the date of notice given to the other Party, either Party may terminate this Agreement immediately upon Written notice to the other Party. In such case no Party shall have any liability to the other Party.

18. Initial Term, Additional Term and Extended Term

- 18.1 The Agreement shall enter into force upon execution by both Parties and shall remain in force during the Initial Term, unless earlier terminated according to the provisions herein.
- 18.2 Thereafter, SCÖ is entitled to extend the Initial Term with one or several Additional Terms.
- 18.3 If SCÖ wants to extend the Initial Term or an Additional Term, SCÖ shall notify the Consultant thereof In writing no later than one (1) month prior to the end of the Initial Term or, as applicable, the current Additional Term. Should SCÖ not exercise its right to extend the Initial or Additional Term, the Agreement shall automatically terminate on the final day of the then current Initial or Additional Term.
- 18.4 The Extended Term shall not exceed a maximum of six (6) months. The Agreement shall therefore terminate at the latest on 30 June 2023. To avoid misunderstandings, the Agreement terminates automatically with no possibility of further extension at the end of the Extended Term.

19. Premature termination

- 19.1 This Agreement may be terminated by either Party with immediate effect and without any liability for compensation due to such termination in case:
- 19.1.1 the other Party commits a material breach of any provision of the Agreement which remains unremedied thirty (30) calendar days after the service of Written notice upon the non-performing Party specifying the details of the breach;
 - 19.1.2 the other Party enters into composition negotiation, is declared bankrupt, goes into liquidation or for any other reason can be assumed to be insolvent; or

19.1.3 a force majeure event (as described in Section 17 above) is not remedied within one (1) month.

19.2 In addition, SCÖ may – at any time and without having to specify any grounds – terminate such parts of the Services that have not yet been performed. In such event, SCÖ shall compensate the Consultant for work already performed and for the Consultant’s proven and unavoidable costs due to SCÖ’s termination.

19.3 Any termination of this Agreement must be In writing and communicated to the other Party in accordance with Section 21 (Notices) below.

20. Effects of the end of the Agreement

20.1 Where the Agreement comes to an end for whatever reason, the Consultant shall (i) deliver to SCÖ all Results and Previous Results, including all documents, plans, schedules, drawings, specifications, and all other or data prepared by the Consultant in connection with the Services (including the services under the Previous Agreements), and (iii) return to SCÖ all documents, plans, schedules, drawings, specifications, and all other data supplied to the Consultant by or on behalf of SCÖ in connection with the Services.

20.2 The Consultant fully understands and acknowledges that an uninterrupted performance of the Services is imperative to SCÖ and the achievement of SCÖ’s vision according to Subsection 5.1 above. Therefore, it is important that the Consultant, following termination or expiration of the Agreement or part thereof, for any reason, takes all measures in its power to secure a smooth and uninterrupted migration of the Services, which have been subject to termination, to SCÖ or a successor consultant appointed by SCÖ with minimum disturbance to SCÖ and its target group. Consequently, upon termination of the Agreement or part thereof, the Consultant shall actively and for the fees agreed upon in Appendix 3, assist and support SCÖ in the migration of the Services or part thereof to SCÖ or a successor consultant until SCÖ has completed the transfer to SCÖ or a successor consultant.

20.3 The Parties' obligations under sections 10 (Confidentiality), 11 (Liability), 12 (Insurance), 13 (Intellectual Property Rights), 20 (Effects of the end of the Agreement) and 23 (Governing law and Jurisdiction) will survive the end of this Agreement.

21. Notices

21.1 Termination and other Written notices regarding this Agreement shall be sent to the other Party’s Contact Person via e-mail, registered letter or courier. A Party is considered to have a message at hand in the following:

21.1.1 If sent via e-mail: at receipt, if confirmed by the recipient;

21.1.2 If sent via registered letter: five (5) working days after mailing; or

21.1.3 If sent via courier: at receipt.

21.2 Change of Contact Person or contact information shall be notified to the Party as described in Subsection 21.1.

22. Miscellaneous

- 22.1 This Agreement may be modified only In writing, duly signed by the legal representatives of both Parties.
- 22.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, that provision will be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall promptly commence negotiations in good faith to remedy that invalidity, whilst achieving the purposes of this Agreement.
- 22.3 This Agreement together with any documents referred to herein sets out the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. It is agreed that this Agreement together with any documents referred to in this Agreement supersedes and replaces, without limitation, all earlier discussions, communications, understandings and arrangements of any kind between the Parties hereto (howsoever made) relating to such subject matter.

23. Governing law and Jurisdiction

- 23.1 This Agreement shall be governed by the substantive law of Sweden.
- 23.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC**”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the Arbitral Tribunal shall be composed of one arbitrator.
- 23.3 The seat of arbitration shall be Stockholm, Sweden.
- 23.4 The language to be used in the arbitral proceedings shall be English.
- 23.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a Third Party without the prior consent by the other Party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a Party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.

(Signature page follows)

This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one copy.

Place: _____

Place: _____

Date: _____

Date: _____

Samordningsförbundet Centrala Östergötland

Milou Communication AB

Signature:

Signature:

Name:

Name:
