

Terms for Delivery Services

1. Definitions

Agreement	The Order Form, these Terms for Delivery Services, and any additional order(s) made in writing by the Customer and approved by Nexus in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.
Customer	The party with whom Nexus has entered into the Agreement.
Order Form	The order form to which these Terms for Delivery Services are attached. In case the Customer has placed its order without signing an order form, e.g. by using Nexus' web shop, or by acceptance of a quotation sent from Nexus, "Order Form" shall mean the confirmation of the order.
Delivery Services	Consultancy services provided by Nexus in accordance with these Terms for main, such as implementation, configuration services, upgrade assistance services or exit assistance.
Terms for Delivery Services	These Terms for Delivery Services.
Result	The result to be achieved by Nexus and specified in the SOW, should Nexus provide project based Delivery Services.
SOW	A written statement of work detailing the assignment to be carried out by Nexus.

2. Introduction

- 2.1. The Agreement shall apply for any Delivery Services that the parties agree that Nexus shall provide to the Customer.
- 2.2. Nexus will either provide the Delivery Services on an additional resource basis or as a project. In either event, the parties shall agree on and sign an SOW.

3. Delivery Services as additional resources

- 3.1. The Delivery Services shall be performed in a professional and workmanlike manner.

- 3.2. In the event Nexus provides the Delivery Services on an additional resource basis Nexus will not be responsible for managing the consultants assigned to the matter or for achieving any specific result. The Customer shall in such event be responsible for providing the consultants with the necessary resources and permits to provide the Delivery Services. Unless otherwise is agreed, Nexus shall provide the consultants at the place agreed upon, during Monday – Friday between 09.00 and 17.00 local time.
- 3.3. Delivery Services provided on an additional resource basis shall be provided from and to the date agreed between the parties, or until the Customer terminates the Delivery Services for convenience with 30 days' prior written notice.

4. Project based Delivery Services

- 4.1. Should the Delivery Services be project based, Nexus shall be responsible for achieving the Result. The project specifics, such as implementation plan, time schedules and the Result shall be specified in the SOW. Nexus may freely determine the methods and tools necessary for providing the Delivery Services unless the Parties have agreed otherwise. The Customer shall contribute with the resources reasonably requested by Nexus and as agreed by the parties in the SOW.
- 4.2. Nexus shall inform the Customer in writing when the Result is ready for acceptance testing. The Customer shall then promptly commence acceptance testing. The terms set out in **Sub-Appendix A, Declaration of Acceptance**, shall apply for the Customer's acceptance testing and acceptance of the Result.
- 4.3. If due to circumstances attributable to Nexus, Nexus fails in due time to have the Result ready for acceptance testing, the parties shall agree on a reasonable additional time for Nexus to achieve this, such time not to be shorter than 30 days, unless otherwise agreed. If after such additional time the Result is still not ready for acceptance testing, the Customer may set and notify Nexus in writing of a final deadline. Such deadline may not be set sooner than 20 days after Nexus received the Customer's notification of the final deadline. In the event the Result is still not ready for

acceptance testing at such final deadline, the Customer shall be entitled to terminate the Delivery services and any purchase under the Agreement which for its intended purpose to be properly fulfilled depends on the Result.

- 4.4. If the Customer causes a delay, Nexus shall be entitled to adjust the terms of the Delivery Services, such as but not limited to the time schedules, and to be compensated for any additional costs incurred by Nexus due to such delay.
- 4.5. Once the Result is accepted, the Customer shall be granted a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide limited license to use the Result in accordance with the terms of the Agreement.

5. Miscellaneous

- 5.1. Regardless if Nexus provide the Delivery Services on an additional resource basis or as a project, in case of termination of the Services and this is not due to a material breach by Nexus, Nexus shall have the right to receive full compensation for the time and material Nexus

has provided to the Customer or as other agreed between Nexus and the Customer in writing.

6. Limitation of liability

The terms regarding limitation of liability set out in the Agreement shall apply. However, the limitation with regards to the aggregate and total liability amount under these Delivery Services Terms shall correspond to the fees paid by the Customer for the Delivery Services.

7. Governing law and dispute resolution

- 7.1. This Agreement shall be governed by and construed in accordance with substantive Swedish law.
- 7.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, are the public courts of Stockholm, Sweden, with the first instance being the District Court of Stockholm, Sweden.