

ERICSSON'S GENERAL CONDITIONS FOR SERVICES

The terms and conditions specified below shall apply to any consultancy services procured by the relevant Ericsson Company from the relevant consultancy company ("*Consultant*"), unless otherwise agreed in writing in a separate consultancy agreement between the parties or in a Purchase Order.

For the purposes of these terms and conditions, the following words and expressions shall have the meaning assigned to them below unless the context would obviously require otherwise.

"*Background*", means all IPR which is owned by, or otherwise is in the rightful possession of either party, or with respect to which either party may grant licenses to the other party hereunder.

"*Ericsson*" means the Ericsson Company that has procured the Service.

"*Ericsson Company*" means Telefonaktiebolaget LM Ericsson (publ) or any company whose votes and/or capital are to fifty per cent (50%) or more controlled directly or indirectly by Telefonaktiebolaget LM Ericsson.

"*IPR*" means any and all intellectual property rights including, but not limited to, patents, copyrights, rights to photographs, trademarks, trade name rights, trade secret rights, know-how, source codes, design rights, utility models, rights to patterns, methods and documents, including any and all improvements and amendments thereto.

"*Purchase Order*" means a written purchase order issued by Ericsson for procurement of a Service.

"*Result*" means (i) all prototypes, drawings, descriptions, models, tables, photographs, videograms, discs, source codes, object codes and other deliverables, reports and other documentation, material and information (whether in writing or stored on any other form of media), and (ii) all IPR; which is developed, acquired, produced or otherwise originates as a result of or in connection with the performance of the Service.

"*Service*" means a consultancy service performed by Consultant for Ericsson.

1 SCOPE OF SERVICE

- 1.1 Ericsson shall issue a Purchase Order relating to each Service, specifying the Service to be performed, price, time schedule, information regarding working place and other special terms and conditions. Consultant shall confirm in writing such Purchase Order within three (3) working days of receipt thereof. Should Consultant not accept the Purchase Order, a written rejection shall be sent to Ericsson. An agreement regarding the Service shall be considered concluded between the parties upon the receipt by Ericsson of Consultant's confirmation of its acceptance of the Purchase Order. If Consultant has not sent a confirmation or a written rejection within five (5) working days of receipt thereof, or when the Consultant has started providing the Service, the Purchase order shall be deemed accepted by Consultant and an agreement regarding the relevant Service is then concluded. The Service shall commence, if not otherwise stated in the Purchase Order, when the relevant Purchase Order has been accepted. Consultant is not authorized to carry out any work for Ericsson unless a Purchase Order has been issued by Ericsson in accordance with the above.

- 1.2 Consultant shall carry out and provide the Service in accordance with the Purchase Order, the terms and conditions set forth below and what otherwise has been agreed by the parties.
- 1.3 Changes or additions to the Service must be agreed in writing and executed by the parties to be valid. Amendments of fixed prices or of current account limits must, to be valid, be made through issuance of a new Purchase Order.
- 1.4 Consultant undertakes to propose such alterations in the Service that it considers will improve the Result with respect to technical features, costs or otherwise.
- 1.5 At the request of either party, the other party shall give advice to the extent necessary for the Service.

2 TIME SCHEDULE

- 2.1 Consultant shall complete all parts of the Service and the Service as a whole at the point of time specified in the Purchase Order or according to an agreed time schedule. Alterations to the completion date, week or time schedule shall be agreed in writing between the parties.
- 2.2 In case the Service according to the time schedule is divided into specific phases or milestones, Consultant shall obtain permission to continue its work before starting on a new phase or milestone.

3 DOCUMENTATION

- 3.1 Ericsson shall to the extent agreed upon provide Consultant with the necessary documentation, e.g. specifications or other documents.
- 3.2 If it is agreed that Ericsson shall provide any special resources (such as tools, documents or other help) for the Service, this shall be specified in a separate agreement or the Purchase Order with particulars of how and when such special resource is to be provided and/or returned. Any special resources provided by Ericsson shall, however, be returned on completion of the Service, when the Service has been terminated or at Ericsson's request.
- 3.3 All documents and other materials produced for Ericsson with regard to the Service, including but not limited to, descriptions, drawings, solutions, recommendations, proposals, models, tables, photographs, videos, object code, source code, discs or other media, shall be the property of Ericsson in accordance with Subarticle 16.1.1 below, and form part of the definition "Ericsson Property" set out in Subarticle 3.4 below. All such documents and materials shall be delivered to Ericsson at the completion of the Service, on termination of the Service or at Ericsson's request thereof.

All documents and materials shall be prepared and marked in accordance with Ericsson's standards. If Consultant has not been notified thereof, it may apply its own standards in conformity with accepted technical practice.

- 3.4 Where Ericsson supplies equipment, documentation or information, including but not limited to, descriptions, instructions, drawings, models, tools, tables, photographs, videos, object code, source code, discs or other media (hereinafter the "*Ericsson Property*") to Consultant or any of its employees or representatives, Consultant shall ensure that they are treated as confidential information, properly safeguarded and stored. Title to the Ericsson Property shall at all times remain with Ericsson and Consultant may only use the Ericsson Property for performance of the particular Service for which it has been provided. All Ericsson Property shall be returned to

Ericsson at the completion of the Service, on termination of the Service or at any time upon Ericsson's request.

4 PERSONNEL

- 4.1 Consultant undertakes to designate a sufficient number of personnel with adequate qualifications for the Service. Consultant shall be obliged without undue delay to replace personnel who are considered by Ericsson to lack sufficient experience or competence or with whom Ericsson finds it difficult to co-operate.
- 4.2 Should any of Consultant's personnel taking part in the Service for any reason be prevented from performing Service work according to what has been agreed, Consultant shall immediately notify Ericsson of such circumstances and propose appropriate measures to avoid delays or other inconvenience to Ericsson. Consultant shall arrange for replacement personnel to work together with personnel who are leaving, and shall always be liable for any extra costs and delays arising from the above circumstances.
- 4.3 To the extent the Service is carried out at Ericsson's premises, the hours of work for Consultant's personnel shall follow normal business hours at the Ericsson premises where such work is performed.
- 4.4 Both parties undertake, during the Service, not to make active efforts to recruit any of the personnel employed by the other party taking part in such execution without the prior consent of the other party. Consultant further undertakes not to make active efforts to recruit external consultants which are assigned by Ericsson.
- 4.5 Consultant undertakes not to transfer any of Consultant's personnel assigned to an ongoing Service to another assignment without the prior written consent of Ericsson. If Ericsson is to allocate personnel for the Service, this shall be specified in a separate agreement or Purchase Order, including details of how such personnel are to be used.

5 SUBCONTRACTORS

Consultant may not engage subcontractors for performance of Service without Ericsson's prior written consent.

6 SECURITY REGULATIONS

- 6.1 Consultant shall during the performance of the Service comply with generally applicable national and international security regulations and with applicable Ericsson security regulations, including regulations specific for the Service. All Consultant personnel assigned to a Service at Ericsson shall, if requested by Ericsson, participate in by Ericsson designated security education free of charge.
- 6.2 Consultant shall take appropriate security measures to store and safeguard all material and its content, including computer discs and other media on which information is stored. All such material and information shall, when not used by Consultant, be kept separately from other assignments, in a locked area. Further, the Service shall to the extent possible be carried out in a segregated manner, i.e. computer environment, information and media shall be physically and logically separated from other non-Ericsson operations including other assignments.
- 6.3 If the Service is in any way connected with Ericsson's information and data processing systems, or if Ericsson's data processing systems are used for the Service, Consultant shall undertake to comply with Ericsson's security regulations with relation to computer security. Consultant shall furthermore ensure that its personnel and subcontractors comply with the said regulations.

- 6.4 A specific consultant engaged for a Service shall not during the term of the Service participate in a similar project for a competitor of Ericsson. At Ericsson's request Consultant shall provide Ericsson with a certificate of an approved security control for a particular consultant. If Consultant's personnel perform any work on Ericsson's premises, such personnel shall comply with the instructions and rules to be observed by Ericsson's personnel.

7 QUALITY ASSURANCE SYSTEM

- 7.1 Consultant undertakes to comply with the applicable requirements in the ISO 9000 quality system standards and ISO 14001 environmental system standards, or such equivalent standards as are specified by Consultant and agreed with Ericsson.
- 7.2 If Consultant does not comply with the ISO 14001 or equivalent environmental standard, Consultant shall on or before the acceptance of a Purchase Order provide Ericsson with a plan for implementation of the said standard.

8 CODE OF CONDUCT, DIRECTIVES AND COMPLIANCE WITH LAWS

- 8.1 Consultant undertakes to comply with the applicable requirements in Ericsson's at each time applicable code of conduct for its suppliers (the "*Code of Conduct*", of which the latest version can be found at: http://www.ericsson.com/ericsson/corporate_responsibility/suppliers/index.shtml), or such equivalent code of conduct jointly agreed by the parties. If Consultant does not comply with the Code of Conduct or equivalent code of conduct, Consultant shall on or before acceptance of a Purchase Order provide Ericsson with a plan for implementation of the said code.
- 8.2 In addition, Consultant shall also comply with all other Ericsson directives and regulations that from time to time apply for consultants and consultancy services performed for Ericsson. If applicable, Ericsson will provide Consultant with a copy of these directives, regulations and thereto related documents.
- 8.3 Consultant warrants that it during performance of a Service will comply with the provisions of all applicable laws and regulations.

9 ERICSSON BRAND

Consultant undertakes to follow the Ericsson corporate visual language (the "CVL") rules. The latest version of the CVL rules can be found at: <http://brand.ericsson.net>. Consultant has no right to use for any purposes what so ever, Ericsson's trademarks, including logotypes and corporate identity, without Ericsson's prior written agreement thereto.

10 REPORTING AND AUDITING

- 10.1 Work in progress shall be continuously documented and, on the regular basis as Ericsson requests, reported to the responsible contact person at Ericsson. Copies of raw collected data, journals and notes, preliminary working results, photos and sketches in connection with the Service shall also be made available on request.

10.2 Upon reasonable notice to Consultant, Ericsson shall be entitled, at no charge by Consultant, to inspect Consultant's premises during normal business hours with respect to the verification of processes, security and quality systems, code of conduct compliance, quality control of the Service and carrying out sampling and conducting other necessary investigations of quality, security and delivery performance. Consultant shall use its best endeavors to provide for a similar inspection by Ericsson on the premises of Consultant's subcontractors or suppliers. In the event that such an inspection does not meet Ericsson's requirements or other agreed criterias, Consultant shall, without delay or cost to Ericsson, take the appropriate remedial measures and remedy the situation.

10.3 When the Service has been completed, or if approval is to be given after a specific phase or milestone in accordance with a time plan, a report of the final Result or the interim Result of each phase or milestone in question shall be submitted to Ericsson for approval.

11 APPROVAL AND COMPLETION

11.1 Ericsson shall, not later than sixty (60) days following receipt of the report on the final or interim Result, as set forth in Subarticle 10.3, approve or reject the Result in writing. If the Result is rejected Ericsson shall notify Consultant of the reasons therefore. If Ericsson has not rejected the Result in a written notice to Consultant within sixty (60) days following receipt of the relevant report in accordance with Subarticle 10.3, the Result shall be considered approved and completed at the date of Ericsson's receipt of the said relevant report.

At Ericsson's request, Consultant shall always demonstrate the Results.

11.2 If Ericsson has notified Consultant that the completion of the Service is not approved, Consultant shall be obliged to undertake the necessary corrective measures immediately. If the reason for the rejection is that the Service does not meet any agreed upon criteria, such measures shall be taken at Consultant's own risk and expense. Consultant shall thereafter without delay submit a report on the corrective measures and the revised final or interim Result to Ericsson for a new evaluation and possible approval in accordance with Subarticle 11.1. Minor deviations from any agreed criteria may not be a cause for rejection of the Result, however, Consultant shall remedy such deviation without undue delay.

12 PRICES

12.1 FIXED PRICES

Fixed price shall represent the total price specified in the Purchase Order, which, unless otherwise stipulated, shall include all Consultant's fees, including salaries and salary-related costs, taxes, traveling expenses, allowances and other disbursements. It is the Consultants responsibility to use whatever resources required for the Service. No additional cost shall be incurred by Ericsson.

12.2 CURRENT ACCOUNTS

The price for a Service carried out on current account shall include fees, traveling expenses, taxes, allowances and disbursements.

Any Service payable on a current account shall be limited by Ericsson in the Purchase Order to a maximum amount (the "*Maximum Amount*") which must not be exceeded. The Maximum Amount shall include all payments to Consultant in accordance with Subarticle 12.2.1 through 12.2.3 below.

Consultant shall be able to verify the reported hours of its work by means of time records approved by Ericsson.

- 12.2.1 Fees
Fees shall be specified as fixed daily or hourly fees. Consultant's fees shall include salaries and salary-related costs, taxes, overtime, allowances and traveling expenses to the place where the Service is mainly to be performed.
- 12.2.2 Traveling Expenses and Allowance
For journeys to places other than the place where the Service is mainly to be performed, traveling expenses and allowances shall only be payable if such journeys are approved in advance in writing by Ericsson. Such compensation is only payable in accordance with applicable Ericsson traveling regulations and for verified agreed disbursements. Consultant shall however not receive compensation for traveling time.
- 12.2.3 Compensation for Other Expenses
Consultant shall receive compensation for verified disbursements agreed to in advance in writing.

13 INVOICING AND TERMS OF PAYMENT

13.1 GENERAL

Payment for the Service may be according to fixed prices or on a current account. The Purchase Order shall specify whether the Service is to be executed at a fixed price or on a current account. If this is not specified, the Service shall be considered to be executed at a fixed price.

13.2 FIXED PRICE INVOICES

Service at a fixed price shall be invoiced as agreed in the Purchase Order, payment plan or other equivalent document. An invoice may be forwarded to Ericsson no earlier than on the Ericsson receipt of the Service report for approval on the final or, if agreed by Ericsson, an interim Result.

Invoices shall contain the following particulars: reference to Purchase Order; Consultant's name/company and address; and specification of the work performed.

13.3 CURRENT ACCOUNT INVOICES

Unless a specific payment plan has been agreed upon, Service on a current account shall be invoiced monthly for accumulated fees of the work performed.

Invoices shall contain the following particulars: reference to Purchase Order; Consultant's name/company and address; specification of the work performed; and time consumed (hours/days) and hourly or daily fee in respect of each of Consultant's personnel taking part in the Service.

13.4 PAYMENTS

Payments shall be made not later than ninety (90) days after receipt of each correct invoice. In the case of fixed price Service, however, payment shall be made at the earliest after approval has been given in accordance with Subarticle 11.1.

In the case of current account Service, payment shall only be made after Ericsson has approved the time specified on the invoice in relation to Consultant's time records. If, however, Ericsson does not notify Consultant within ninety (90) days of receipt of an invoice of non-approval of the time specified (wholly or partially), payment shall be made immediately at the expiration of the ninety (90) days period. Ericsson reserves the right to withhold twenty (20) per cent of the fixed price or, in the case of a current account, the specified Maximum Amount until the final Result has been approved in accordance with Subarticle 11.1 above.

14 DELAYS

- 14.1 If at any time Consultant's actual progress falls behind the agreed time schedule, or it becomes apparent that it will so fall behind, or if it otherwise becomes likely that Consultant cannot perform or complete the Service in due time, Consultant shall prepare and submit to Ericsson information about the steps Consultant intends to take to expedite progress so as to attain completion of the Service within the time for completion (or, without prejudice to any rights of Ericsson according to the following subarticles of this Article, any extended period as may be agreed upon between Consultant and Ericsson in writing).
- 14.2 Consultant shall, in the event of a delay, pay liquidated damages of one (1%) percent of the price for the Service ordered for each commenced day of delay. Such liquidated damages shall not, however, exceed a total of forty (40%) percent of the said price.
- 14.3 When a delay has a material negative impact on Ericsson's purpose with the Service, or if a delay has continued for ten (10) days, Ericsson shall be entitled to terminate the Service, wholly or in part, and claim compensation for damage. In case of such termination, the Service report, Ericsson proprietary documents and any other property of Ericsson shall be handed over in accordance with Article 22 below.
- 14.4 Liquidated damages shall not be payable to the extent delays in performance has been caused by Ericsson or in the event of Consultant is affected by force majeure in accordance with Article 20 below.

15 WARRANTY

- 15.1 Consultant warrants that the Service will be executed with the greatest possible care and in a highly professional manner, and that the Results of the Service will be free from defects and in accordance with the specifications, the Purchase Order, and what otherwise has been agreed to.
- 15.2 Consultant undertakes, at its own expense and promptly without delay, to rectify any defects or shortcomings in the Service, as well as defects or shortcomings in documents or other material produced through such Service. Consultant's liability in this respect shall, however, only extend to defects of which notification is given within twenty four (24) months from the approval in accordance with Subarticle 11.1 above. Consultant's obligation to remedy defects or shortcomings shall be without prejudice to Ericsson's right to damages as a result of these.
- 15.3 If it is not possible to rectify any incorrect Service, Ericsson shall have the right to make such reduction of the price as corresponds to the loss of value of the Service and, to the extent the affected Service can not be used for the intended purpose, recover from Consultant any damage and loss Ericsson has suffered.

16 OWNERSHIP RIGHTS AND OTHER RIGHTS

16.1 RESULTS AND INTELLECTUAL PROPERTY RIGHTS

- 16.1.1 As soon as they appear or come into existence, Ericsson shall be entitled to the full and unrestricted right of ownership to the Result.

Except with respect to ownership of the Result, the parties are in agreement that no title or ownership with regard to either party's Background shall be transferred to the other party as a result of this Agreement or of the performance of a Service hereunder.

- 16.1.2 Consultant undertakes to assist in preparing and signing all documents as may be necessary to enable Ericsson's parent company, Telefonaktiebolaget L M Ericsson, or any other Ericsson Company advised by Ericsson, to be registered as holder of any registrable IPR forming part of the Result. Consultant shall be responsible for ensuring that Ericsson is notified of any such IPR that are considered registrable. Reasonable

compensation shall be paid for such assistance unless the Service is remunerated as a fixed price Service.

As regards inventions and innovations that have come into existence as a Result of the Service for Ericsson, Consultant undertakes to enter into such agreements with its employees - or other personnel that Consultant has hired or engaged for the Service - as are necessary to allow IPR attached to such inventions or innovations to be assigned on demand to Ericsson, to Telefonaktiebolaget L M Ericsson or to any other Ericsson Company advised by Ericsson, without other compensation than the one stipulated and agreed in relation to the Service.

16.2 RIGHT TO USE

Ericsson and any other Ericsson Company is hereby granted the perpetual, world-wide royalty free right to use Consultant's Background for any purpose whatsoever (including but not limited to, a right to sublicense, develop and/or modify) in relation to exploitation of the Result or internal use thereof.

Consultant shall only have the right to use Ericsson's Background to the extent necessary solely for performance of the particular Service for which such Background has been made available by Ericsson to Consultant. In the event that Consultant engage subcontractors in the performance of the Service, such subcontractors may only use Ericsson's Background to the same extent that Consultant may make use thereof in accordance with this Subarticle 16.2, and provided that Ericsson in advance have consented in writing to that the concerned subcontractor may be used and to Consultant's right to furnish Ericsson's Background to such subcontractor. Neither Consultant nor its subcontractors have any further right to use, alter and/or modify Ericsson's Background for any purposes whatsoever.

Further, nor Consultant nor its subcontractors shall have any right to use, alter and/or modify the Result for any purposes whatsoever and may therefore not, inter alia, license the Result to any third party, or make use thereof itself in connection with research or development, or other work commissioned by any third party.

16.3 CONSULTANT AND THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Consultant shall always obtain Ericsson's written approval before including any Consultant and/or third party IPR in the Result. If Consultant has included any Consultant and/or third party IPR in the Result, Consultant undertakes to ensure and warrants that Ericsson at all times is granted a worldwide, perpetual, royalty free license to use such IPR for any purpose whatsoever (including but not limited to, a right to sublicense, develop and/or modify) in relation to exploitation of the Result of the Service or internal use thereof.

16.4 CREATORS RIGHTS

Consultant undertakes to ensure that the artist or photographer gives up all rights to be mentioned as creator or photographer or be mentioned as source, and Consultant furthermore undertakes to have entered into such agreements with its employees - or other personnel that Consultant has hired or engaged for the Service - as are necessary to allow Ericsson to acquire the rights that are mentioned in this Article 16.

17 INFRINGEMENTS

17.1 Consultant warrants and represents that the use of Results shall not constitute an infringement of any IPR or other proprietary rights, belonging to Consultant or any third party, and Consultant shall indemnify and hold harmless Ericsson with respect to claims from third parties in respect of infringements of any such rights.

17.2 Ericsson shall notify Consultant without delay if such a claim is made. All settlements between third parties and Ericsson concerning such claims shall be approved by Consultant, such approval may not be unreasonably withheld.

17.3 If an infringement as is referred to above is proved, or is likely to have taken place, Consultant shall at its own risk and expense either ensure that Ericsson shall be entitled to use the Result, or replace it by a corresponding solution, the use of which does not entail an infringement, or alter the Result (without detracting from agreed function) so that it does not constitute an infringement.

18 LIABILITY

18.1 Consultant shall be liable, in addition to its liability under Article 17, for any damage or loss caused to Ericsson and third parties by Consultant's default or negligence. Liability under this Article shall not cover indirect damage except where such damage has been caused by gross negligence or willful misconduct, provided always that there shall be no limit on Consultant's liability under Article 17, Infringements, and Article 19, Confidentiality.

18.2 Furthermore, if Consultant in the course of the Service provides Ericsson with a product which has a defect that causes damage to persons or to property (tangible or intangible) other than such product, Consultant shall indemnify and hold Ericsson harmless for any such damage.

18.3 If damage for which compensation is payable has occurred, Ericsson shall take steps to limit the damage, provided always that such steps do not involve unreasonable expense or are unreasonable burdensome.

18.4 Consultant undertakes the responsibility for any taxes, dues, levies, social charges and other fiscal charges imposed on Consultant or its personnel, agents and subcontractors incurred in the performance of the Service, and the responsibility to keep Ericsson indemnified from any such taxes, dues, levies, social charges and other fiscal charges if imposed on Ericsson.

18.5 Consultant shall be responsible to Ericsson for the work carried out by its employees, representatives, agents, sub-contractors, sub-consultants, or any other party engaged by Consultant for the performance of the Service, as for its own work.

19 CONFIDENTIALITY

19.1 Information provided or made available to Consultant by Ericsson or any Ericsson Company in connection with the Service, or information produced by Consultant on behalf of Ericsson which is not already common knowledge as a result of publication, or is already in Consultant's possession or has been legitimately acquired by Consultant from a third party without confidentiality undertaking, shall be treated by Consultant as confidential and may not, without Ericsson's prior written consent, be disclosed to a third party or used for any other purpose than that of the Service.

19.2 Except for the Result and unless otherwise set forth herein, information in writing belonging to Consultant that is disclosed or made available by Consultant to Ericsson for performance of the Service, which is not already common knowledge as a result of publication, or is already in Ericsson's possession, or has been legitimately acquired by Ericsson from a third party without confidentiality undertaking, shall be treated by Ericsson as confidential provided such written information at the time of disclosure when it was made available was marked as "Strictly Confidential Proprietary Information" of Consultant. Such written information may not, without Consultant's prior written consent (not to be unreasonably withheld or delayed), be disclosed by Ericsson to a third party or used by Ericsson for any other purpose than that of the Service.

- 19.3 Consultant may not without Ericsson's prior written consent make any reference to the Service, nor mark any reference to Ericsson in advertising and marketing.
- 19.4 Consultant shall be responsible for ensuring that its employees, representatives, agents, sub-contractors, sub-consultants and any other party engaged by Consultant for the performance of the Service, respect and comply with the confidentiality provisions in this Article.
- 19.5 The obligations stated in this Article shall apply during the period of execution of the Service and for five (5) years thereafter.

20 FORCE MAJEURE

- 20.1 For the time during which fulfillment of either of the parties' obligations under the Service is prevented by unforeseen circumstances beyond the affected party's control and which it cannot cure, such as major industrial disputes, war, mobilization or drafting into military service on a large scale, requisitions, currency restrictions, rebellions or riots, this shall constitute a ground for discharge from liability for delays in approval or performance and for relevant liquidated damages and other damages.
- 20.2 A party loses its right to claim relief for force majeure if it does not without undue delay after it realizes or should have realized that a case of force majeure exists notifies the other party in writing and specifies the nature and extent of the circumstances giving rise to the event of force majeure.
- 20.3 After the case of force majeure has ceased, the other party shall be notified thereof, and be informed of when measures that were delayed by the event of force majeure will be performed.

21 DUTY OF NOTIFICATION

- 21.1 Consultant shall notify Ericsson without delay and in writing if any of the below-mentioned events is likely to occur, or has already occurred:
- a) changes concerning personnel, as referred to in Subarticle 4.2 or 4.5;
 - b) delays;
 - c) material changes in the conditions of ownership with respect to Consultant or that part of Consultant's business which is engaged in the Service;
 - d) Consultant's bankruptcy, suspension of payments, composition proceedings, liquidation or risk for insolvency;
 - e) infringement of a third party's rights; and
 - f) defects or shortcomings in a specification or similar.
- 21.2 This duty of notification shall not limit Ericsson's rights in accordance with these conditions, any separate agreement, the Purchase Order or otherwise by law.

22 TERMINATION

22.1 TERMINATION FOR MATERIAL BREACH

Either party shall be entitled to terminate any concluded agreement, any Service and any Purchase Order, wholly or in part, if the other party commits a material breach of the terms and conditions of such agreement (including these general conditions), Service or Purchase Order and neglects to remedy the same within thirty (30) days of receipt of a written demand to that effect (including a description of the alleged breach of agreement). If Ericsson terminates any agreement due to Consultant's default, Consultant shall be obliged, immediately and without compensation, to report on the Service to which the termination relates and to deliver to Ericsson any Result and all Ericsson Property attributable thereto.

22.2 ERICSSON'S RIGHT TO TERMINATION

Ericsson shall be entitled to terminate the Service if:

- a) material changes take place in the conditions of ownership with respect to Consultant or that part of Consultant's business which is engaged in the Service, or if any agreement is concluded under which Consultant's business is transferred to a company which is in competition with Ericsson or with a company closely connected with Ericsson.
- b) completion of the purchase order is essentially prevented due to a circumstance referred to in Article 20 for a period exceeding three (3) months; or
- c) Consultant becomes (or is likely to become) insolvent, enters into bankruptcy or a deed or arrangement with its creditors or has encountered suspension of payments, composition proceedings or liquidation.

If Ericsson terminates a Service for the reasons stipulated above, Consultant shall immediately report on the Service and deliver to Ericsson any Result and all Ericsson Property attributable to the Service.

In case of termination according to this Subarticle 22.2, Consultant is entitled to payment for the work completed up to the date of termination and for necessary finishing costs that are agreed in advance by Ericsson and verified, provided that the Service has been properly reported and the Result and all Ericsson Property attributable to the Service has been delivered to Ericsson. Compensation for finishing costs shall be limited to a maximum of ten (10) per cent of the agreed price of the Service. By "finishing costs" is meant reasonable direct costs for a proper and diligent discontinuation and/or handing over of the Service to Ericsson or any third party designated by Ericsson.

The aggregate amount of payments already made for work completed and compensation for the finishing costs shall not exceed the agreed fixed price, or the Maximum Amount in the case of a current account Service.

22.3 ERICSSON'S RIGHT TO TERMINATE FOR CONVENIENCE

Ericsson shall be entitled to terminate the Service for convenience with immediate effect at any time prior to the completion of the Service. If Ericsson terminates a Service as now said, Consultant shall as soon as possible but not later than within ten (10) days after receipt of the termination notice, report on the Service and deliver to Ericsson any Result and all Ericsson Property attributable to the Service. In case of termination by convenience, Consultant shall be entitled to payment for its work in accordance with the provisions in the last two paragraphs of Subarticle 22.2 above.

23 INSURANCE

Consultant shall ensure that it at all times maintain a sufficient professional liability insurance and is insured against accidents, torts and third party liability, all for adequate amounts, however not less than ten million (10.000.000) SEK, during each calendar year of the performance of the Service. This insurance shall also cover Ericsson's documents in Consultant's possession and property (tangible or intangible) of Ericsson, or provided by Ericsson, which are in Consultant's custody. Consultant shall upon request by Ericsson be able to present a certificate of insurance.

24 ASSIGNMENT AND NON-WAIVER

- 24.1 A party shall not be entitled without the prior written permission of the other party to assign its rights or obligations under a Purchase Order or referable to a Service. Ericsson shall, however, always be entitled to assign its rights to another company within the Ericsson group.

24.2 The failure by either party to enforce any provisions of these conditions or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

25 GOVERNING LAW AND SETTLEMENT OF DISPUTES

25.1 These general conditions, any Purchase Order concluded hereunder and any legal matter between the parties' referable to the Service shall be governed by and construed in accordance with the laws of Sweden (excluding its conflict of laws provisions).

25.2 All disputes, differences or questions between the parties with respect to any matter arising out of or relating to the Service shall be finally settled by arbitration under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, in Stockholm, Sweden, by one or more arbitrators appointed in accordance with the said rules. The language for the arbitration proceedings shall be English. All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

25.3 The Parties undertake and agree that all arbitral proceedings conducted under this article shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.