

E-Communication Agreement 2007 1(2)

GENERAL TERMS AND CONDITIONS FOR E-Communication Agreement 2007

www.nea.nu e-mail: kansli@nea.nu

These General Terms and Conditions are intended to be applied to automated electronic interchange of structured messages, regardless of format standard. They do not cover e-mail messages nor are they intended in the first place to be applied to separate messages of a more occasional nature.

1. Definitions

1.1 In this E-Communication Agreement, the following words and expressions shall be deemed to have the meaning set forth below:

1.2 By EDI message is meant a coherent collection of data, which is structured to agreed message standards in a format which can be interchanged between and processed by each party's information system.

1.3 By EDI is meant automated electronic Interchange of EDI messages between the parties' information systems.

1.4 By Third Party Supplier is meant a third party which provides services to a party in conjunction with interchange of EDI messages. If a party engages a Third Party Supplier, then the party's functions, e.g. Interchange Log, shall mean the corresponding functions of the Third Party Supplier.

1.5 By Interchange of EDI messages is meant both the transmission and the receipt of EDI messages.

1.6 By Interchange Log is meant an archive, limited in time, which comprises EDI messages sent and received and the information specified in the Technical Appendix regarding events which are registered upon transmission and receipt.

1.7 By Acknowledgement of Receipt is meant acknowledgement of receipt in electronic form, in accordance with what has been agreed in the Technical Appendix, that an EDI message has been delivered to the receiving party and means either that such party has thereby assumed responsibility for further processing (positive Acknowledgement of Receipt) or that a formal error has been discovered in the EDI message and that further processing has been stopped (negative Acknowledgement of Receipt).

2. Costs

2.1 Each party shall bear its own costs under this E-Communication Agreement, if nothing else is agreed.

3. Information system

3.1 Each party is responsible for having, and by way of tests and other appropriate actions shall ensure that the party has - when putting into operation and continually during the term of the agreement - access to such information system as enables the agreed Interchange of EDI messages.

3.2 A party which intends to change parts of its information system in a manner which can be expected to affect Interchange of EDI messages shall inform the counterparty of this in sufficient time so that the parties can jointly conduct required tests to ensure that Interchange of EDI messages can take place in the agreed manner even after the change.

4. Responsibility for Third Party Suppliers

4.1 A party is entitled, at its own costs and on its own responsibility, engage a Third Party Supplier to carry out services in conjunction with Interchange of EDI

messages. If the parties engage the same Third Party Supplier and the question arises as to responsibility for certain actions which the Third Party Supplier took or failed to take, the party on whose behalf the action was taken or should have been taken, is liable to the other party.

5. Interchange of EDI messages

5.1 A party which receives an EDI message shall handle and process the EDI message without delay during the period of the EDI-system's opening hours set forth in the Technical Appendix.

5.2 If a party finds that a message cannot be Interchanged with EDI, or if distortion is detected in an EDI message, the counterparty shall immediately be notified and the required actions taken. In the event that ordinary Interchange ends, the parties shall conduct the required tests before ordinary Interchange of EDI messages is resumed. Until ordinary Interchange can be resumed, a party may send information in accordance with an alternative communication method as set forth in the Technical Appendix.

6. Interchange Log

6.1 Each party shall keep an Interchange Log in accordance with the Technical Appendix, as a part of its information system. The Interchange Log shall be constructed so that, during the agreed period, it is possible to recreate and re-process transmissions and it provides a basis for assessing the status of an EDI message in each party's information system.

6.2 In the event of disputes or errors, a party has the right, on request, to obtain an excerpt from the other party's Interchange Log regarding the joint EDI traffic. The excerpt shall be provided in a form which is readable for the recipient and without cost to the recipient.

7. Acknowledgement of Receipt

7.1 If Acknowledgement of Receipt has been agreed in the Technical Appendix, the receiving party shall send, after receipt, an Acknowledgement of Receipt to the other party in accordance with the rules agreed in the Technical Appendix.

8. Binding effect of EDI message

8.1 An EDI message, which is sent in accordance with this E-Communication Agreement, shall constitute a binding declaration for the party sending the message.

8.2 What is stated in 8.1 shall not apply if the party sending the message can show that the EDI message was sent without authority and that the counterparty knew, or should have known this.

Sending and receipt of EDI messages

8.3 If nothing else is shown, an EDI message shall be deemed to be sent by the party sending the message when the EDI message has been logged as sent in the Interchange Log of the party sending the message.

8.4 If nothing else is shown, an EDI message shall be deemed to be delivered to the recipient when the EDI message has been logged as received in the agreed format in the recipient's Interchange Log. If it has been agreed in the Technical Appendix that an Acknowledgement of Receipt shall be sent, the EDI message is instead deemed to have been delivered to the recipient when Acknowledgement of Receipt, which entails that no formal errors have been detected in the EDI message (positive Acknowledgement of Receipt) is sent by the recipient.

EDI message risks

8.5 Until the EDI message has been logged as received in the agreed format in the recipient's Interchange Log, the party sending the message bears the risk of the EDI message being lost, delayed or distorted. If it has been agreed in the Technical Appendix that Acknowledgement of Receipt shall be sent, the party sending the message instead shall bear the risk until Acknowledgement of Receipt, which entails that no formal errors have been detected in the EDI message (positive Acknowledgement of Receipt) is sent by the recipient.

9. Deviating information

9.1 If a discrepancy exists between the content of an EDI message which is Interchanged between the parties and corresponding information provided on paper or other medium, the EDI message shall prevail unless the party which claims that information provided in a manner other than through EDI message shall prevail is able to show that.

10. Security

10.1 The parties shall introduce and maintain procedures and techniques for the protection of EDI messages and the Interchange Log against unauthorised access, distortion, loss of information and other damage. The detailed form of the protection is set forth in the Technical Appendix.

11. Confidentiality

11.1 Information which a party obtains by way of information exchange under this E-Communication Agreement may not be used for purposes other than what has been agreed between the parties. Nor may it be disclosed to unauthorised parties if the counterparty has not given its prior, written consent to such disclosure. The confidentiality undertaking does not apply to such information which a party can show has become known to it in another way without breach of this agreement or which is generally known. Nor does the confidentiality undertaking apply when a party is obliged under law to disclose such information. If a party engages a Third Party Supplier to carry out such actions as are set forth in section 4, the party shall ensure that the Third Party Supplier is bound by a corresponding confidentiality undertaking.

12. Liability

12.1 Provided there exists no intent or gross negligence, a party's liability for damages for negligence, under this E-Communication Agreement, on its own part or that of a Third Party Supplier engaged by a party, comprises only compensation for direct losses and is limited, per event of loss, to a multiple of 35 times the price base amount applicable at the time of the event of loss pursuant to the act on public insurance (1962:381). A party's total liability for damages under this E-Communication Agreement and the commercial agreement shall, however, amount to a maximum of the total amount which is payable under the parties' commercial agreement, or, if there are several commercial agreements, the commercial

agreement with states the highest total amount of damages.

12.2 A party is entitled to verify at its own cost by way of an independent auditor that the counterparty is fulfilling its obligations under this E-Communication Agreement. The party which engages a Third Party Supplier shall also ensure that the Third Party Supplier is obliged to allow verification pursuant to this section.

13. Force majeure

13.1 If a party's fulfilment of this agreement is prevented or hindered by circumstances outside its control and which it could not reasonably have expected at the time the agreement was entered into and the consequences of which it could not reasonably have avoided or overcome or the fulfilment by its Third Party Supplier of this agreement is prevented or hindered as a result of circumstances stated herein, then this shall constitute grounds for relief, which entails deferral of the time of fulfilment and relief from the consequences under this E-Communication Agreement. The Parties shall, at the request of the party so affected, enter into negotiations on the changes to the E-Communication Agreement to which the changed circumstances give rise.

14. Term of agreement etc.

14.1 This E-Communication Agreement is valid until further notice with three (3) months mutual notice of termination.

14.2 A party may terminate this E-Communication Agreement in writing with immediate effect if the counterparty is guilty of a breach of contract which is not immaterial and does not remedy such breach within thirty (30) days of receiving a written request to do so.

14.3 Undertakings which relate to maintenance of the Interchange Log, provision of messages from the Interchange Log and confidentiality shall, under all circumstances, continue to be valid even after this E-Communication Agreement has otherwise ceased to be valid.

15. Amendment and addendum

15.1 Amendment of, and addendum to, these General Terms and Conditions shall be in writing and signed by authorised representatives of the parties to be valid.

15.2 The Technical Appendix can be amended during the term of the agreement. Amendments to the Technical Appendix shall be in writing

16. Applicable law and dispute resolution

16.1 This E-Communication Agreement shall be construed and applied in accordance with Swedish law and any dispute shall be settled by a Swedish court of law.