

Terms of conditions:

Appendix 1: General Terms of Delivery SEAL 2012 for products delivered by Intab.

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Appendix 1:

General Terms of Delivery SEAL2012

Adopted in 2011 by the Swedish Electronics Trade Association,
www.svenskelektronik.se
 rev 2b – Dec2011

Area of application

1. These general terms of delivery shall apply unless changed by written agreement between the parties. In the absence of written confirmation in conjunction with conclusion of the contract, no statements or information shall override the provisions of these terms of delivery or in any other respect influence the contents of the contract.

These regulations are not applicable to software included in the delivery insofar as the software is subject to separate conditions.

Documentation and copyright

2. All information concerning weight, dimensions, capacity, price, technical or other data in catalogues, brochures, circulars, advertisements, illustrations and price lists are approximate. Such information is binding only when expressly referenced in the contract.

3. Unless otherwise agreed, any drawings or technical documents provided by the seller and relating to the manufacture of a product or part thereof shall remain the seller's property. The purchaser shall not use or copy, reproduce, release or otherwise give a third party knowledge of such documentation without the seller's consent.

4. Any drawings or technical documents relating to the manufacture of a product or part thereof, provided by the purchaser to the seller, shall remain the purchaser's property. The seller shall not use or copy, reproduce, release or otherwise give a third party knowledge of such documentation without the purchaser's consent.

The same shall apply if the seller has, at the behest of the purchaser, prepared drawings, models or other representations that are supplied by the buyer.

The purchaser shall be liable for any and all infringements of third party intellectual property rights, including design rights and patent rights occasioned by the ordered goods or by documents prepared for or by the purchaser.

Confidentiality

5. Information relating to circumstances, including technical information and relations to clients and other business contacts, to which the parties become privy in the course of their collaboration, and which is not common knowledge, shall not be divulged to a third party through the release of documentation or in any other manner beyond what is necessary for the party's execution of, or interest in, the contract. Each party shall ensure compliance with this confidentiality requirement by means of confidentiality agreements signed by its personnel or other appropriate means. The confidentiality requirement shall endure beyond the completion or termination of the contract.

Packaging

6. Any pricing quoted in price lists and catalogues is deemed to apply to unpackaged goods.

Acceptance testing

7. Unless otherwise agreed, any contractual acceptance testing shall be carried out in the seller's facility during normal working hours. If the contract does not include test specifications, the testing shall be performed in accordance with the norms generally applied within the relevant industry in the country where the goods are being manufactured.

8. The seller shall inform the purchaser of acceptance testing in sufficient time to allow the purchaser's representative to attend. If the purchaser is not represented at the testing, the seller shall provide the purchaser with a test protocol which shall constitute binding proof with respect to the pertinent test parameters.

9. If acceptance testing shows that the goods fail to meet contractual requirements, the seller shall promptly take measures to bring the goods into compliance with the contract. Renewed testing shall then be performed at the purchaser's request. Insignificant defects shall not justify a demand for renewed testing.

10. All costs relating to acceptance testing performed in the seller's facility are for the seller's account. The purchaser is responsible for his own expenses, such as travel costs and per-diems for himself and any assistants attending the testing.

Delivery and delivery period

11. Delivery is made ex seller's warehouse. Time of delivery shall be reckoned from the latest of the following dates: (a) Date the contract was concluded; (b) Date the seller was informed of any necessary licences or other permits; (c) Date the seller received payments contractually required to be made before commencement of production; (d) Date the seller received all technical data and instructions necessary for the delivery.

Seller who finds it impossible to maintain a contractual delivery date, or expects a delay, should promptly inform the purchaser in writing, stating the reason for the delay and, if possible, the estimated date of delivery.

12. If the contractual delivery period is approximate, either party is entitled, when two-thirds of such delivery period has elapsed, to request the other party in writing to agree on a definite date.

If no delivery period is stated in the contract, either party may submit a request in accordance with the preceding clause six months after signing the contract. The date thus determined shall constitute the contractual delivery date.

13. If delivery is prevented or impeded due to a circumstance specified in Clause 34, or by the purchaser's action or negligence, the delivery period shall be extended accordingly. This provision shall apply regardless of whether the circumstance in question occurs before or after the expiry of the agreed delivery period.

14. If the seller fails to deliver the goods within the delivery period, or within the period as extended based on the provisions of Clause 13, the purchaser shall be entitled to a penalty, assuming that it may reasonably be presumed, given the circumstances of the case, that the buyer has sustained damage, and that the buyer advances a demand for such penalty immediately after the delay occurs.

The following percentages and maximum amounts shall apply to the referenced penalties:

0.5% per week of the portion of the agreed price applicable to the part of the goods that could not be used as intended due to the delay. If the base amount for calculation of the penalty exceeds SEK 500,000, a penalty of 0.25% per week shall be assessed on the exceeding amount. The penalty, which is calculated for every complete week of delay reckoned from the agreed delivery date, shall not exceed 7.5% of the portion of the purchase price applicable to the part of the goods that could not be used as intended.

Without prejudice to the provisions of Clause 16, the purchaser's right to penalties shall preclude any other claim arising from the seller's late delivery of the goods. 15. Purchaser who becomes entitled to maximum penalties pursuant to Clause 14 shall be entitled to cancel the contract with respect to the part of the goods on which the maximum penalty was calculated, provided he has demanded delivery in writing and given notice of his intention to cancel the purchase if delivery is not made within a reasonable grace period and the seller fails to deliver the good before the expiry of said grace period. The purchaser shall also be entitled to cancel the purchase of any previously delivered portion of the goods which obviously cannot be used for their intended purpose without the component that is subject to cancellation under the preceding paragraph, and the seller was or should have been aware of this circumstance. 16. Purchaser who cancels an order or part

thereof pursuant to Clause 15 shall be entitled to compensation, subject to the limitations stipulated in Clauses 37-39, for any additional expenses incurred in the procurement of a replacement (compensation for price difference) or costs incurred if he elects not to procure an alternative product.

17. If the purchaser finds that he cannot accept delivery of the goods on the agreed date, he should promptly inform the seller in writing, stating the reason for the delay and, if possible, when he expects being able to accept delivery. Purchaser who fails to accept delivery on the agreed date shall nevertheless be liable for payment as if the goods had been duly delivered.

18. If the purchaser's failure in terms of Clause 17 is not due to a circumstance referenced in Clause 34, the seller may call upon the purchaser in writing to take delivery of the goods within a reasonable period. If the purchaser, regardless of the reason, fails to comply, the seller is entitled to cancel the contract by written notice to the purchaser with respect to the portion of the goods that remains undelivered due to the purchaser's failure.

19. Purchaser who fails to take delivery of the goods at the agreed time shall be liable for the risk of damage to the goods and is obliged to compensate the seller for any costs associated with care, storage and insurance of the goods. Should the seller cancel the contract pursuant to Clause 18, he shall be entitled to compensation by the purchaser in an amount commensurate with the purchase price of the goods, less any amount that the seller may save by not making the delivery to the purchaser. The seller is expected to use his best efforts to sell the goods to a third party.

Pricing and payment

20. Unless otherwise agreed, the seller shall be entitled to compensation for cost increases resulting from taxes, official levies, exchange rate fluctuations or raw material prices after the quotation date. The seller shall further be entitled to adjust the price based on the imposed increase or changes in the ordered goods.

If the contractual delivery date is extended by more than six months by agreement or in accordance with Clause 13, the seller shall not be bound by the contracted price, but shall in such case be entitled to a price that is reasonable on the basis of his generally applicable pricing as of the date of delivery.

21. Payment shall be made within 30 days of the invoice date. If the purchaser fails to make payment by due date, the seller shall be entitled to statutory late payment interest. If the purchaser, for reasons other than those referenced in Clause 34, has not paid the overdue amount within three months, the seller may cancel the contract by notifying the purchaser in writing and shall be entitled to compensation by the purchaser under the provisions of Clause 19, second paragraph.

Retention of title

22. If it appears unlikely that the purchaser will fulfil his legal obligations under the contract, or if the seller cancels the contract, the seller shall have the right to repossess any goods that can still be legally recovered. Until full payment has been made, the buyer shall not without the seller's written consent dispose of the goods in a manner that could jeopardize the seller's right to repossession. No acceptance or promissory note shall be considered as payment until fully redeemed.

Liability for defects

23. The seller undertakes to remedy any defects arising from faulty construction, materials or manufacture in accordance with Clauses 24-32.

24. The purchaser is required to examine the goods as soon as possible upon receipt. If there is reason to believe that a product defect may result in damage, a written complaint must be made immediately. The seller's liability shall pertain solely to defects that the purchaser asserts in writing within 15 days after the defect is discovered or should have been discovered, and no later than within one year from the agreed delivery date or the later date on which the seller has fulfilled his obligations under the agreed delivery clause.

25. Any replaced or re-manufactured components are covered by warranty on the same terms and conditions as those applicable to the original product for a period of three months. This provision is not applicable to the remainder of the goods for which the warranty will only be extended by the period during which the goods were unusable as a result of a defect in the meaning of Clause 23.

26. On receipt of the purchaser's written notice concerning a defect in the meaning of Clause 23, the seller shall remedy the defect without delay and, except as provided in Clause 27, at his own expense. The purchaser shall return any defective component in the meaning of Clause 23 to the seller for repair or replacement, unless the seller chooses to execute the repairs at the purchaser's location. By delivering a duly repaired or replaced component to the purchaser, the seller shall be deemed to have fulfilled his obligations under this clause with respect to the defective component. Instead of addressing a defect, the seller may refund the purchase price, in which case the purchaser must return the goods essentially unchanged and undiminished or, if this proves impossible, credit the seller with an amount equal to the value of the retained goods when settling the account. The amount which the seller is required to repay to the purchaser shall be reduced by the amount the purchaser reasonably should pay for deriving profit and benefit from the goods, as well as an amount commensurate with the depreciation of the goods. 27. The purchaser shall bear the cost and risk of transporting defective components to the seller, whereas the seller shall bear the cost and risk of transporting any replaced or repaired goods to the destination specified in the contract or, if no such destination is stated, to the place of delivery. If the seller carries out repairs as referenced in Clause 26 at the purchaser's location, the latter shall pay travel costs and per-diems relating to travel and working hours expended by the seller's personnel.

28. Any defective components replaced pursuant to Clause 23 shall be placed at the seller's disposal.

29. If the seller, despite being requested to do so, fails to meet his obligations within a reasonable period pursuant to Clause 26, the purchaser may, at his option, have necessary repairs carried out or new goods manufactured at the seller's expense provided that he exercises due diligence in doing so, or, if the defect is of fundamental importance to the purchaser and this was or should have been apparent to the seller, may cancel the contract with respect to the portion of the goods which could not be used as intended due to the seller's negligence. In such case, settlement shall be made pursuant to Clause 26, second paragraph. The seller's obligation himself to carry out the measures referenced in Clause 26 and compensate the purchaser pursuant to the present paragraph shall be limited to a total amount not exceeding 15 per cent of the price of the goods.

30. The seller's responsibility shall not extend to defects caused by materials supplied or designs stipulated by the purchaser.

31. Notwithstanding the provisions of Clauses 23-30, the seller's obligations shall not extend beyond fifteen months from the start of the original warranty period for the defect.

32. The seller's liability is limited to defects arising during proper use and under operating conditions foreseen in the contract. It does not extend to defects caused by inadequate maintenance or improper assembly by the purchaser, modifications without the seller's written consent, repairs incorrectly performed by the purchaser, or normal wear and tear. The seller shall have no liability for defects save as stipulated in Clauses 23 – 31. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss.

Product liability

33. The purchaser shall indemnify and hold the seller harmless to the extent that the seller incurs liability towards any third party in respect of loss or damage for which the seller is not

liable towards the purchaser according to the second and third paragraphs of this clause.

The seller shall have no liability for damage caused by the goods: a/ to any (movable or immovable) property, or consequential loss due to such damage, occurring while the goods are in the purchaser's possession, or b/ to products manufactured by the purchaser or to products of which the purchaser's products form a part. The above limitations of the seller's liability shall not apply if he has been guilty of gross negligence. If a third party lodges a claim for compensation against seller or purchaser for loss or damage referred to in this Clause, the other party to the contract shall forthwith be notified thereof in writing. The seller and the purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the goods. The liability as between the seller and the purchaser shall, however, always be settled in accordance with Clause 42.

Force majeure

34. If execution of the contract is prevented or impeded by circumstances such as war, official acts, insurrection, restricted energy supply, labor disruptions, prohibitions, injunctions, the withholding of licenses, accidents, unfavorable transport or weather conditions, or failed deliveries from sub-contractors, which a party could not reasonably have foreseen at the time of concluding the contract, and the effects of which he likewise could not reasonably have prevented or overcome, shall be granted commensurate relief from his obligation to deliver, or take delivery of, the goods according to the contract.

35. In the event of a circumstance referenced in Clause 34, the affected party should promptly advise the other party in writing. 36. In addition to the purchaser's right to cancel the contract due to late delivery pursuant to Clause 15, and the seller's right to cancel the contract due to the purchaser's failure to take delivery of the goods pursuant to Clause 18, or pay for it pursuant to Clause 21, either party shall have the right to cancel the contract by giving written notice to the other party if completion of the contract is prevented for a period of six months due to a circumstance referenced in Clause 34.

Limitation of liability

37. In the event of circumstances which render a party liable under the present terms, any damages shall be limited to such loss as could reasonably have been foreseen at the time the contract was concluded as a typical result of said circumstances and shall be subject to the additional limitations referenced in Clauses 38 and 39.

38. A party alleging breach of contract is obliged to take reasonable measures to limit the resulting damage. Should he fail to do so, any damages to which he would otherwise have been entitled shall be reduced or forfeited. 39. The total amount which the seller may have to pay to the purchaser as a result of the purchase shall be limited to the lesser of 15 per cent of the price of the goods and 10 times the base amount stipulated in the General Insurance Act (SFS 1962:381).

Statute of limitation

40. Any claim against the seller shall be forfeit unless court or arbitration proceedings pursuant to Clause 42 are initiated within two years from the delivery of the goods.

Export and import licenses, re-export restrictions etc.

41. The purchaser undertakes: (a) To participate as necessary in obtaining export or import licenses for the purchased goods, in this context providing information that is correct and complete in all respects; (b) In the event of re-export of the goods, or other product containing all or part of the purchased goods, to obtain the necessary permits and comply with applicable regulations; (c) In the event of re-sale, to impose the same obligations on the new purchaser as those applicable to the purchaser under (b) above.

Jurisdiction and arbitration

42. In the event of default, the seller's claim for payment of the purchase price shall be enforceable by application for a

summary judgement (betalningsföreläggande). Disputes concerning less than 10 times the base amount (basbelopp) stipulated in the General Insurance Act (SFS 1962:381) shall be settled in a general court of law.

Other disputes arising from the contract shall not be submitted to a court of law through claims, counterclaims or offsetting claims but shall be resolved by an arbitrator under current legislation concerning arbitration and the application of Swedish law.

Appendix 2:

Intab's supply terms and conditions for services 2015

These supply terms and conditions are applicable to services supplied by INTAB, below called "the Supplier".

The Work consists of what is described in the order and executed in accordance with the terms and conditions shown in these supply terms and conditions.

1. Execution of the Work

The Supplier shall carry out the Work in accordance with the regulations of this agreement and with the skill and care the Customer has reason to expect from a company in the sector.

2. Exceptions to the Supplier's liability for faults

Over and above what is stated in the Specification, a fault in the Work is not covered if caused by

- a. The Customer's use of the equipment in combination with equipment, software or accessories not approved by the Supplier;
- b. The Customer's change to a maintenance object not approved by the Supplier or occurring through the Customer's negligence;
- c. A virus or other breach of security, provided the Supplier has taken reasonable security measures;
- d. Updating of software requiring a change to software in the maintenance environment.

Nor does the liability for faults cover faults that only entail insignificant inconvenience.

3. The Customer's undertakings

The Customer shall facilitate the Supplier's execution of the Work by accepting responsibility for:

- a. On reporting a fault, describe it in detail and as necessary show how the fault displays;
- b. Ensuring the Supplier has access to all necessary documentation;
- c. Ensuring agreements relating to any third party product include access by the Supplier to software;
- d. Ensuring the Supplier has access to premises as necessary;
- e. Ensuring that Supplier has remote access to any Customer maintenance environment;
- f. Updating software, unless otherwise has been agreed.

4. Confidentiality

During the contract period and for a period of 24 months after termination of the contract, the parties undertake not to disclose to any third party confidential information that a party has received from the other party or that emerges on execution of the Work.

In this agreement, "confidential information" refers to every piece of information - technical, commercial or of another nature - irrespective of whether the information is documented or not, with the exception of

- a. Information that is generally known or becomes generally known in a manner other than through breach by a party of the contents of this agreement;
- b. Information that a party can show it knew already before receiving it from the other party;
- c. Information that a party has received or will receive from a third party without being bound by a duty of confidentiality towards such a third party. A party is however not entitled to disclose to any outsider that the same information has also been received from the other party to this agreement.

A party in breach of this clause shall pay damages to the other party in the event the consequences are not insignificant. The amount of damages is limited to one half (½) of the price base amount for social security purposes according to the Social Insurance Code (SFS 2010:110) that applied when the loss was caused.

The parties undertake to ensure their employees, consultants, sub-contractors, board directors and others who partake of confidential information through the agency of a party do not pass on the information to any outsider.

The parties undertake to take the requisite measures for data security and for handling personal data.

Following approval from the other party, a party may use the other party as a reference.

5. Software rights

The parties are each responsible for ensuring their own software is used in accordance with the requisite licence agreements.

The Customer's liability in this part also includes ensuring that licence agreements for software include the Supplier's right to use the software when carrying out the Work.

6. Intellectual property rights

Unless otherwise has expressly been agreed between the parties, all intellectual property rights, including copyright to minutes, scientific documentation, patents, inventions, know-how, company secrets, registered design rights, copyrights, circuit patterns, databases, trademarks, service marks, logotypes, domain names, company names, product names, designs and all registrations, primary data or electronic data developed within the framework for a certain service shall accrue to the Supplier. Proprietary rights and copyrights attributable to reports shall accrued to the Supplier. Provided the Customer fulfils all obligations under the agreement, including payment of the price, the Customer receives a non-terminable, royalty-free, non-exclusive licence to use the report/calibration certificate.

7. Sub-contractors

The Supplier is entitled to appoint sub-contractors to carry out part of the Work, provided the Customer is informed of this.

The Supplier is responsible for work carried out by a sub-contractor. The same applies to a sub-contractor's handling of the Customer's information.

8. Payment

Payment shall be made no later than 30 days from the date of each invoice. Payment of separate expenses may be invoiced in conjunction with ordinary payment, or earlier if the Supplier so wishes.

The stated price is based on the information available to the Supplier at the time the quotation was issued. If changes occur during the contract period in relation to scope, cost of materials or similar costs, the Supplier shall be entitled to adjust the price to take such cost changes into account.

The Supplier is also entitled to make price adjustments once every six months.

The Supplier is entitled to compensation for its cost or expense caused by the Customer not having fulfilled its undertakings, or fulfilling them too late.

The Supplier reserves the right to charge the Customer for more than one performance of the service.

The Supplier is entitled to payment of the price, irrespective of the result or the conclusion shown in the calibration certificate or report.

Interest is charged on late payment in accordance with Section 3 of the Interest Act (SFS 1975:635).

9. Late payment by the Customer

If the Customer is late in paying compensation for the execution of the Work, the Supplier may interrupt the supply of the Work.

10. Limitation of liability

Over and above what is stated in the clause on grounds of exemption, the Supplier's liability is limited as follows.

11. a. The Supplier is not liable for indirect loss, such as loss of profit, loss of production, cost of employing another supplier, cost of equipment, freight, damage or cost to a third party or similar costs or losses.

12. b. The Supplier's liability for compensation shall amount to no more than the value of each individual deal.

13. c. The Supplier is only liable for damage to the Customer's property caused through negligence by the Supplier or its employees; the damages amount is limited to one (1) price base amount for social security purposes which according to the Social Insurance Code (SFS 2010:110) applied when the loss was caused.

14. d. The Supplier is not liable for the Customer's loss of data.

15. Grounds for exemption

A party is exempted from any sanction for failure to fulfil a certain undertaking under this agreement if the failure is caused by a circumstance ("Exempting Circumstance") over which the party has no control and which prevents the fulfilment thereof. As soon as the Exempting Circumstance ends, the undertaking shall be fulfilled as agreed.

War, act of war, strike, measures by public authorities, new or changed legislation, labour market conflict, interruption in telecommunications or deliveries and equivalent circumstances shall be deemed to be Exempting Circumstances. The list is not exhaustive.

In order to be exempted under the first paragraph above, a party shall inform the other party thereof without delay.

Irrespective of what is stated above on exemption from sanctions, a party may cancel the agreement under the conditions above if the other party's fulfilment of a certain obligation is delayed for more than 12 weeks. The Supplier is then entitled to invoice any costs for work started.

16. Insurance

The Supplier undertakes to keep all equipment and documents belonging to the Customer and stored with the Supplier reassuringly insured against fire, burglary and similar events.

17. Applicable law

Swedish law shall be applicable to this agreement.

Appendix 3:

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GENERAL CONDITIONS LICENSE AGREEMENT

EDEL2015I

SWEDISH SOFTWARE

License agreement, to be made electronically or on-line, regarding electronic transmission of software, issued by Swedish Software (SweS).

1. Definitions

1.1 "User" shall mean a natural person at the Licensee who has access to the License Object.

1.2 "Order Form" shall mean the electronic form in which the Licensee shall state among other things the number of Licenses applied for.

1.3 "Delivery Day" shall mean the day delivery in accordance with section 5.1 is carried out. 1.4 "License Agreement" shall mean this agreement regarding software License, Licensor's Order Form, Product Specification, price list and terms of payment, and the appendices hereto.

1.5 "Licensor" shall mean the provider of the License in accordance with this License Agreement and which is referred to in the Order Form.

1.6 "License Object" shall mean the software specifies in the Product Specification in machine readable form and all related specifications, documentation and any additional materials.

1.7 "Licensee" shall mean the legal person who by installation of the License Object and the payment of fees receives one or more Licenses in accordance with this License Agreement and who is referred to in the Order Form.

1.8 "Product Specification" means the electronic documentation, accompanying the License Object, in which the License Objects content and functionality is described.

2. License grant

2.1 Subject to the Licensee paying the license fee in accordance with section 6 below, the Licensee is hereby granted a nonexclusive, non-transferable, time limited license to use the License Object on the terms and conditions set forth in this License Agreement.

3. Scope of License

3.1 The License Object is only intended for the Licensee's own internal use. All Licensee rights under this License Agreement are subject to the License Object only being used:

- i) by Users for which the license is valid and license fees have been paid in accordance with section 6;
- ii) in the user environment described in the Product Specification; and
- iii) in accordance with the other terms and conditions in the Product Specification and this License Agreement.

3.2 The Licensee may not by itself or allow a third party to use, copy or otherwise transfer the License Object, or parts thereof. The Licensee may under no circumstances, by itself or by giving permission to a third party, alter, develop or make additions to the License Object.

3.3 The Licensee may make a few copies of the License Object for disaster recovery or archival purposes only.

3.4 The Licensee may not decompile, compile or reverse engineer the License Object or by any other means recreate the source code of the License Object other than as explicitly permitted by mandatory law.

3.5 Any proprietary rights notices on the License Object regarding patents, copyright, trademarks or other intellectual property rights may not be altered or removed by the Licensee.

3.6 The Licensee may not license, rent, lend or otherwise permit a third party to, directly or indirectly, with or without remuneration, dispose of or otherwise use the License Object.

3.7 The Licensee may only assign the rights or obligations under this License Agreement to a third party with the prior written consent of the Licensor.

3.8 The Licensor may, but is not under obligation to, provide updates or upgrades to the License Object unless otherwise established in the License Agreement.

3.9 The Supplier may, unless otherwise provided in the License Agreement, include open-source software in the License Object, for which applicable open source terms and conditions shall apply in lieu of this agreement.

4. Ownership

Ownership t 4.1 o and all intellectual property rights in the License Object, including but not limited to patents, copyrights, design rights and trademarks, shall be owned by and vested in the Licensor, or Licensor's licensor, and nothing in this License Agreement shall be interpreted as a transfer of such rights from the Licensor to the Licensee. In accordance with the License Agreement, the Licensee is solely entitled to a limited license to the License Object as specifically granted under this License Agreement.

5. Delivery

5.1 The License Object is delivered by electronic transmission. Delivery by electronic transmission to the Licensee is deemed to occur when the License Object is made available for transmission to the Licensee by the Licensor.

5.2 The Licensor is not responsible for installation of the License Object. In case the Licensor assists with the installation of the License Object, the Licensor is entitled to compensation in accordance with the Licensor's current price list for such services at the time of the installation.

5.3 The Licensee answers for all equipment, communications and other measures required by the Licensee to enable use of the License Object.

6. Price and payment

6.1 The Licensee shall pay fees in accordance with the Licensor's current price list for the rights and any services provided under this License Agreement. One License fee shall be paid for each License designated and ordered in accordance with the Order Form.

6.2 The Licensor may increase the fees for the License Object to cover its own increased costs if Licensor's costs increase due to changes in laws, decisions of authorities, decisions on changes or implementation of taxes or public levies, or if public application of the law otherwise is altered, or if the Licensor's licensor increases their fees. Unless otherwise stated in the Licensor's price list, fees are stated excluding value added tax, taxes and other fees, which are to be paid by the Licensee in addition to the License fee and any other fees.

6.3 Unless otherwise stated in the License Agreement invoices shall be paid no later than thirty (30) days from the date of invoice stated in the invoice. If the Customer is in delay with payment of above mentioned fees the Supplier is entitled to interest on late payments in accordance with the Swedish Interest Act. As set out above, the Licensee's right to use is subject to full payment being made by the Licensee of the License fee.

6.4 If the Licensee is in delay for more than thirty (30) days after reminder of payment from the Licensor, the Licensor is entitled to by written notice cancel the entire License Agreement and demand compensation for any damages the Licensee's delay has caused the Licensor.

6.5 If the Licensor is caused excess work or excess cost due to circumstances for which the Licensee is responsible, the Licensor is entitled to compensation for such costs in accordance with the Licensor's price list as applicable from time to time.

7. Warranty

7.1 The Licensee is obliged to, upon installation of the License Object, examine its functionality and quality. If the Licensee deems that the License Object deviates from what is provided for by the Product Specification the Licensee shall notify the Licensor thereof and state how the defect manifests itself.

7.2 The Licensee shall notify the Licensor of the defect in the License Object within the warranty period and according to the above, and within thirty (30) days from when the Licensee discovered or ought to have discovered the defect. In connection to such notification, the Licensee shall at its own expense send any necessary material to the Licensor, or to a third party appointed by the Licensor, so that the defect in the License Object can be recreated and examined by the Licensor. Licensor is liable under this section 7 for a period of twelve (12) months from the Delivery Day.

7.3 The Warranty does not cover defects:

- i) if the Licensee has not used the License Object in accordance with the Licensor's instructions, as provided from time to time, or documentation for the License Object;
- ii) if the License Object has been used on or together with other hardware, software, data, documentation or other equipment which has not been delivered or prescribed by the Licensor;
- iii) if there has been changes in or interference with the License Object by other than the Licensor;
- iv) which only in a nonessential manner effects the Licensee's use of the License Object; or v) if the Licensee uses other version than the latest current updated and upgraded version made available by the Licensor.

7.4 Provided that the Licensor is obligated to remedy a defect in accordance with this section 7, the Licensor shall remedy the deviation in the License Object as soon as is reasonably required considering the nature of the deviation and other circumstances at hand. The Licensor may, at its own discretion, replace the Licensee's copy of the License Object with a new copy. The same terms and conditions shall apply for the new copy of the License Object. The Licensor shall pay all expenses for the return of the License Object, but not for any installation.

7.5 If the deviation in the License Object has not been remedied by the Licensor within reasonable time, the Licensee is entitled to, no later than three (3) months after expiry of the warranty period, destroy the License Object. Subject to the existence of the above circumstances the Licensor undertakes to, with deduction for the reasonable benefit that the License Object has provided the Licensee, repay the License fee and any other fees paid under the License Agreement, without interest.

7.6 This section 7 shall be the Licensor's sole responsibility in relation to the Licensee for defects in the License Object.

8. Infringement on Intellectual Property Rights

8.1 The Licensor agrees to indemnify the Licensee for such costs the Licensee has to pay due to a final judgment or in a settlement which has been approved in writing by the Licensor pertaining to any claims by a third party based on the Licensee's use of the License Object or part thereof, within Sweden and any other countries established in the Product Specification, infringing any such third party's intellectual property rights.

8.2 The Licensor's obligation to indemnify under section 8 does not apply under circumstances stated in section 7.3 above and only applies provided that the Licensee:

- i) without undue delay notifies the Licensor in writing of the claims brought against the Licensee;
- ii) allows the Licensor to control the defense and solely to decide in all related settlement negotiations; and
- iii) acts in accordance with the Licensor's instructions and, at the Licensee's own expense, cooperates with and assists the Licensor to the extent reasonably requested by the Licensor.

8.3 If an infringement due to the Licensee's use of the License Object is finally established, the Licensor shall, at its own discretion, in addition to paying compensation under section 8 above:

- i) procure for the Licensee the right to continue using the affected License Object;
- ii) modify the affected License Object so that infringement is no longer at hand; iii) replace the affected License Object with functionally equivalent software that does not cause any infringement; or iv) revoke the License Object and cancel the License Agreement and, repay the license fee without interest

with deduction of any reasonable benefit the Licensee might have had from the License Object.

8.4 This section 8 constitutes the entire liability of the Licensor with respect to any third party claims of infringement of intellectual property rights.

9. Liability

9.1 The Licensor shall under no circumstances be liable to the Licensee for loss of profit, revenue, savings or goodwill, loss of data, the Licensee's obligation to compensate a third party or any other indirect or consequential damage of any kind.

9.2 The Licensor's aggregate and total liability under the License Agreement in respect of one or more events or series of events (whether connected or unconnected) shall be limited to a total amount equal to the lesser of i) twenty five (25) % of the license fee payable during the term of the License Agreement; and ii) five (5) times the base amount under, at any given time, the Swedish Social Insurance Code (2010:110).

9.3 The Licensee shall, not to lose its rights, put forward any claim for damages within three (3) months from when the Licensee noticed or should have noticed the grounds for the claim, however, never later than six (6) month's after the damages arose.

10. Confidential Information

10.1 Each party undertakes not to, without the prior written consent of the other party, disclose to a third party such information regarding the other party's business that may be regarded as trade secret or professional secret or any other confidential information that is subject to confidentiality according to law ("Confidential Information"). For purposes of clarity, information stated to be confidential, and Licensor's price information, shall always be considered Confidential Information.

10.2 The Licensee is aware that the License Object contains trade secrets and other Confidential Information which belong to the Licensor. The Licensee therefore agrees not to make the License Object available to a third party without the Licensor's prior written consent and to take all reasonable measures to ensure that trade secrets and any other confidential information are not divulged, disclosed or otherwise furnished, directly or indirectly, to any third party.

10.3 A party's undertaking of confidentiality in accordance with this section 10 shall not apply to Confidential Information which:

- i) is already known by the receiving party when received;
- ii) is or has become publicly available or known other than by breach of this confidentiality obligation by the receiving party;
- iii) the receiving party has received in a permissible way from a third party which is under no obligation of confidentiality in relation to the other party; or iv) the receiving party is obliged to make publicly available due to a court order, a decision by a public authority or as otherwise required by law.

10.4 A party is liable for its employees' and consultants' respective compliance with the provisions stipulated herein and shall through confidentiality obligations with these or other appropriate measures ensure that the License Agreement's confidentiality is observed.

10.5 A party's undertaking of confidentiality under the Agreement shall be valid during the term of the License Agreement and continue for a period of five (5) years after expiration or termination of the License Agreement.

11. Audit

11.1 If the License Agreements comprises more than one (1) licensed user, the Licensee is obliged to keep a register of all Users who, at any given time, have access to the License Object. The Licensee shall on request immediately provide the Licensor with an updated copy of the user register. The Licensor may request a copy of the user register two (2) times per year.

11.2 The Licensor have the right to request a copy of the user register twice (2) per year. The Licensor may by them self or appoint an independent third party to conduct, within fourteen (14) days from giving notice to the Licensee, an audit during the

Licensee's normal working hours to determine and verify that the License Object is used in compliance with the terms and conditions established in this License Agreement. Additionally, the Licensee shall on request from the Licensor, and in accordance with the Licensor's instructions, carry out controls and analyse the Licensee IT environment as pertains to use of the License Object and disclose the results of such controls and analyses to the Licensor or by the Licensor appointed third party.

11.3 The Licensee shall cooperate with the Licensor at controls and audits and shall grant the Licensor access to the Licensee's premises and IT environment. Licensor's audit shall be carried out in a manner so as to cause minimal effect on the Licensee's operations. If the audit reveals that the Licensee is not fully licensed for its use, the Licensee shall immediately acquire licenses corresponding to the deficiency and pay any support or maintenance fees for the period in which the License Object have been used without a license with an amount corresponding to the fees the Licensee would have paid for the period. The Licensor is also entitled to compensation for any additional damage caused to the Licensor.

12. Term

12.1 The License Agreement enters into effect when the License Agreement has been accepted by the Licensee and the License Object has been delivered in accordance with section 5.1 above, and shall thereafter remain in effect for the term established in the Order Form.

13. Termination

13.1 In addition to what is stated in the Order Form, each party has the right to, by giving written notice to the other party, terminate the Agreement with immediate effect or from such date as the terminating party states if:

- i) if the other party has committed a material breach of the License Agreement, and has not fully rectified the same within thirty (30) days after written notice thereof;
- ii) if the other party commits a material breach which cannot be cured;
- iii) if the other party is declared bankrupt, enters into liquidation, suspends its payments or if it otherwise can be deemed to be insolvent; or
- iv) the other party becomes subject to company reconstruction, however with such mandatory limitations provided for in law.

13.2 In the event of termination of the License Agreement in accordance with section 13.1 above, the Licensee shall not be entitled to a refund of excess license fees paid in advance or any other costs relating to the time after the termination of the License Agreement.

14. Destruction of the License Object

14.1 Upon termination of the License Agreement the Licensee shall immediately cease its use of the License Object and shall in accordance with the Licensor's instructions permanently destroy and erase all copies of the License Object. The Licensee shall at the same time certify in writing to the Licensor that such destruction has occurred and that the Licensee neither directly nor indirectly, in whole or in part, holds or disposes of the License Object or any copy thereof.

15. Notices

15.1 Termination, claims under warranty or other notifications shall be made by messenger, registered letter or electronic message to the parties' addresses provided in the Order Form or as changed later by written notification to the other party.

15.2 The notification shall be deemed to have reached the recipient:

- i) if delivered by messenger: at the time of delivery;
- ii) if sent with registered mail: two (2) days after sent by post;
- iii) if sent as electronic message: upon the receipt when the electronic mail has reached the electronic address of the recipient.

16. Miscellaneous

16.1 In the case of any inconsistency between the License Agreement and the Order Form, the Product Specification

and/or the Licensor's price list and terms of payment the later shall prevail.

16.2 The License Agreement and these General Conditions form the parties' entire understanding of all the questions in the License Agreement. All written or oral representations or warranties prior to the License Agreement are replaced by this License Agreement.

16.3 Any amendment or modification to the License Agreement must be issued in writing and signed by both parties in order to be binding.

16.4 The License Agreement may not be assigned to a third party without the other party's prior written approval. With exception from the above, the Licensor is entitled to assign the License Agreement to a third party in connection with transfer of the Licensor's business or a part thereof.

17. Disputes and governing law

17.1 The License Agreement shall be governed by and construed in accordance with Swedish law with exclusion of its conflict of law rules.

17.2 Any dispute arising out of this Agreement shall be settled by the Swedish Court where the Licensor has its legal domicile.

17.3 If any disagreements arise between the parties regarding the License Object, party may submit the matter to the decision of a by the Swedish Software specifically appointed committee for mediation. If the matter has been referred to the board by either party, the parties are precluded for a period of two (2) months from the referral to try the issue elsewhere. The costs of the mediation shall be divided equally between the parties.

17.4 The Licensor shall, without prejudice to section 17.3 above, at its own option be entitled to apply to general court or enforcement service for the recovering of overdue claims for remuneration for which the other party has not raised a written complaint within seven (7) days from the due date for the current claim.