

Software License Agreement

This software license agreement (this “**Agreement**”) is made by and between [*] (“**Licensor**”), [*] with its corporate registration number: [*] and [*] (“**Licensee**”), [*] with its corporate registration number: [*].

1 Definitions

1.1 “**Confidential Information**” means confidential or proprietary information that is disclosed by Licensor under this Agreement. Confidential Information includes, but is not limited to, the Software, Product Documentation, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists and information which Licensee knows or has reason to know is confidential or proprietary information of Licensor.

Confidential Information shall not include information which; (a) was in the public domain at the time it was received by Licensee; (b) is or becomes generally known to the public through disclosure by a source, other than Licensee, having the lawful right to disclose the information; (c) Licensee can demonstrate was known to it before the information was received from Licensor; (d) is disclosed to Licensee, without restriction, by a third party having the lawful right to disclose the information; or (e) is independently developed by Licensee without use of or any reference to the Confidential Information.

1.2 “**Intellectual Property Rights**” means all intellectual property rights of any nature whatsoever, owned or supplied by Licensor in connection with this Agreement, including without limitation patents, patent applications, copyright, know-how, algorithms, methods, processes, design, design rights, trademarks, service marks or business names, domain names, utility models, applications to register any of the said rights, trade secrets, rights of authorship and rights of confidence, in each case in any part of the world and whether or not registered or registerable.

1.3 “**Product Documentation**” means Licensor’s technical documentation, product manuals and support instructions, describing requirements, procedures, functions, use, instructions, etc., for proper installation, commissioning, operation and maintenance of the Software.

1.4 “**Software**” means all software, including but not limited to API:s, Software Products and related documentation and information made available by Licensor under this Agreement.

1.5 “**Software Products**” means the Software products licensed by Licensee under this Agreement as specified in Exhibit A. Each Software Product is identified by a unique product number which sets forth the features, applications and functionality included in Licensee’s license to use the Software.

1.6 “**Unlicensed Software**” means software, versions, features, applications and functionality not included in Licensee’s license to use the Software.

2 Scope of Agreement

- 2.1 Licensor shall make available and license the Software Products set forth in Exhibit A to Licensee.
- 2.2 In relation to the license granted in Section 2.1, Licensee shall pay the fee(s) set forth in Exhibit A (the “**License Fee(s)**”).
- 2.3 The initial period of the Subscription shall be [*] from Delivery (the “**Initial Subscription Period**”). The Subscription shall thereafter be extended automatically for additional [*] periods (each an “**Additional Subscription Period**”).

Notwithstanding the generality of the foregoing, either party may, at its sole discretion, terminate the Subscription by notifying the other party, in writing, at least [*] before the expiry of the Initial Subscription Period, or an Additional Subscription Period, in which case the Subscription shall terminate upon the expiry of the Initial Subscription Period, or the Additional Subscription Period.

3 License Grant

- 3.1 Software Products. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a finite, non-exclusive, non-transferable, non-sublicensable and non-assignable license to install, access, configure and run the Software Products during the Subscription.
- 3.2 APIs. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a finite, non-exclusive, non-transferable, non-sublicensable and non-assignable license to use the relevant Licensor application programming interfaces for the Software Products (“**API:s**”) issued by Licensor from time to time in object code format, and any related Product Documentation, to enable Licensee’s software, platforms, networks, operating systems, products and services to communicate with the Software Products.
- 3.3 Except for the licenses and right granted expressly to Licensee in this Section 3, Licensee acquires no other licenses or right in or to the Software, and no such licenses or rights shall be implied.

4 Payment

- 4.1 Licensor shall invoice the License Fee(s) monthly in advance.
- 4.2 All amounts shall be invoiced and paid in [*].
- 4.3 Invoices shall be paid within [*] of the date of the invoice.

5 Delivery of Software Products

- 5.1 Licensor shall make available the Software Products for download by Licensee no later than [*] following the Effective Date and the Software Products shall be deemed delivered on the date that Licensor makes the Software available for download (“**Delivery**”).

6 License Restrictions

- 6.1 Licensee shall not, nor shall it permit any other person to, (a) reproduce, copy, alter, modify, deface, disclose or change the Software, or (b) decompile, reverse engineer or otherwise gain access to the source code for any Software, or (c) include the Software in any of its products or developer tools.
- 6.2 Licensee shall not delete, remove or obscure any copyright or proprietary notices of Licensor included in the Software.
- 6.3 Title to the Software, including all copies, translations, compilations, and derivative works remains with Licensor and Licensee shall not obtain no proprietary rights to the Software.
- 6.4 Each Software Product is identified by a unique product number which sets forth the specific versions, features, applications and functionality included in Licensee's license to use the Software.
- 6.5 Versions, features, applications and functionality are not included in Licensee's license to use the Software unless the product number identifies those versions, features, applications and functionality as being included in the Software Products licensed under this Agreement.
- 6.6 Notwithstanding the generality of the foregoing, the Software may include Unlicensed Software. For the avoidance of doubt, any license granted to Licensee to use the Software under this Agreement shall not include the right to use such Unlicensed Software. If at any time, Licensee uses Unlicensed Software, then it shall notify Licensor in writing thereof and Licensor shall be entitled to charge Licensee for additional Software Products sufficient to cover Licensee's use of the Unlicensed Software.

7 Intellectual Property Rights

- 7.1 Licensor owns and shall continue to own all right, title and interest including, but not limited to, the Intellectual Property Rights in and to the Software.
- 7.2 Licensor shall have and retain all Intellectual Property Rights in the results of development work relating to the Software. Licensor may incorporate the results of any development work into its products and services for use, sale, license, lease or other disposition.
- 7.3 In the event Licensor provides Licensee with any designs or other specifications, Licensee shall have a limited license to use such designs and specifications for the purposes of this Agreement only.
- 7.4 Nothing in this Agreement gives Licensee a right to use any of Licensor's trade names, trademarks, service marks, logos, domain names, or other distinctive brand feature.

8 Indemnification

8.1 Licensee shall indemnify, defend and hold harmless Licensor, and its directors, officers, employees and agents, at its own expense against any liabilities, claims, actions, damages, costs and expenses (including but not limited to attorney's fees and costs) incurred by Licensor to the extent based on a third party claim related to or arising from the Licensee's use of the Software, provided that Licensor gives Licensee (a) prompt written notice of such suit, (b) full control over the defense or settlement thereof, (c) all reasonable information and assistance, at Licensee's expense excluding time spent by employees or consultants of Licensor, to handle the defense and settlement thereof, and (d) does not enter into any settlement of any suit, claim or proceeding without Licensee's prior written consent.

8.2 Licensor shall indemnify, defend and hold harmless Licensee, and its directors, officers, employees and agents, at its own expense against any liabilities, claims, actions, damages, costs and expenses (including but not limited to attorney's fees and costs) incurred by Licensee to the extent based on a third party claim against Licensee that use of the Software infringe any Intellectual Property Rights, provided that Licensee gives Licensor (a) prompt written notice of such suit, (b) full control over the defense or settlement thereof, (c) all reasonable information and assistance, at Licensor's expense excluding time spent by employees or consultants of the Licensee, to handle the defense and settlement thereof, and (d) does not enter into any settlement of any suit, claim or proceeding without Licensor's prior written consent.

The foregoing indemnification does not extend to, and neither Licensor nor its affiliates shall have any liability for: (a) any claim arising out of a modification by Licensee of the Software which is not approved by Licensor, (b) to any claim arising out of the combination, operation or use of the Software with hardware or software not furnished by Licensor to the extent such claim would not have arisen had such combination, operation or use not occurred, (c) any third party equipment or software furnished hereunder, and (d) the misuse or unauthorized use of the Software or use of the Software for any purpose other than that for which they are intended.

8.3 Should use of the Software provided by Licensor become, or in Licensor's opinion be likely to become, the subject of a claim of infringement, Licensor may, at its option, either; (a) procure for Licensee the right to continue using the Software, or (b) modify the Software to make them non-infringing, or (c) substitute with an equivalent, non-infringing unit of Software, or (d) take back such infringing Software and refund Licensee the relevant License Fee(s) paid by Licensee for such Software, if any, depreciated on a straight-line basis over a three-year period.

9 Confidentiality

- 9.1 Licensee shall observe complete confidentiality with respect to the Confidential Information and shall not disclose such Confidential Information to any third party without prior written permission of Licensor.
- 9.2 Licensee may disclose the Confidential Information only to its employees, officers, and directors on a “need to know” basis only. Licensee ensures and takes full responsibility for that such employees, officers, and directors which may receive such Confidential Information are advised of the confidential and proprietary nature thereof and will treat the Confidential Information as confidential in the same manners as according to Section 9.1.
- 9.3 Licensee may disclose Confidential Information if required to by law, provided that Licensee gives prior written notice to Licensor, and provided that such disclosure is made only to the extent required by law.

10 Warranties

- 10.1 Licensor warrants to Licensee that the Software Products substantially conforms to the applicable Product Specifications under conditions of normal and intended use during the Subscription.
- 10.2 If the Software Products does not conform to the warranty set forth in Section 10.1, Licensor will, at its option repair, replace or redesign the Software Products at no charge. Licensee agrees that Licensor may perform warranty service remotely in addition to other reasonable means.
- 10.3 Except for the foregoing, the Software is provided “AS IS”. In no event does Licensor warrant that the Software is error free or that Licensee will be able to operate the Software without problems or interruptions.
- 10.4 THESE WARRANTIES AND LICENSEE’S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF LICENSOR OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY LICENSOR OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE SOFTWARE, SOFTWARE PRODUCTS OR ANY PARTS THEREOF ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES INTENDED BY LICENSEE.
- 10.5 Any warranty stated herein extends only to Licensee.

11 Term

- 11.1 This Agreement shall enter into force when duly executed by both parties and enter into effect on [*] ("**Effective Date**") and remain in effect during the Subscription.
- 11.2 Either party may terminate this Agreement immediately by providing written notice to the other party if the other party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within thirty (30) days after receiving written notice thereof.
- 11.3 Notwithstanding the generality of Section 11.2, Licensor may terminate this Agreement immediately if Licensee breach any of the provisions in Section 6.
- 11.4 The expiration or termination of this Agreement shall not affect or prejudice any provisions of this Agreement which are expressly or by implication provided to continue in effect after such termination, including without limitation the following Sections: 1, 4, 6-10, and 12-17.
- 11.5 For the avoidance of doubt, termination or expiration of this Agreement shall not release Licensee from its obligations to pay Licensor any fees accrued prior to such termination or expiration or which shall accrue after the effective date of such termination or expiration as result of Licensee's use of the Software.
- 11.6 At the expiration or termination of this Agreement, Licensee shall destroy all copies of the Software and, at Licensor's request, provide written certification in the form specified by Licensor of such destruction.

12 Assignment and Subcontracting

- 12.1 Licensee shall not assign this Agreement without the express prior written consent of Licensor.
- 12.2 Licensor shall be entitled to assign this Agreement to an affiliated company by providing written notice to Licensee.
- 12.3 Any assignee of this Agreement shall be subject to all of its terms, conditions and provisions. No assignment, delegation, transfer or any attempt thereof in violation of the foregoing shall be effective without such prior written consent of the other party.
- 12.4 Licensor shall have the right to subcontract such portions of its undertakings under this Agreement as Licensor deems appropriate. Licensor shall remain responsible to Licensee for the performance by any such subcontractor.

13 Force Majeure

- 13.1 Non-performance by either party shall be excused, and neither party shall be liable for any damages or penalties for delay, to the extent the non-performance, failure or delay in performance is the result of events beyond the reasonable control of and is not caused by the negligence of the non-performing party, including without limitation accidents, act due to the elements, acts of God, acts of the other party, acts of civil or military authority, fires or floods, epidemics, quarantine restrictions, war, riots, strikes, lock-outs, or other labour disputes (collectively and individually, a "**Force Majeure Event**"). Should a Force Majeure Event continue uninterrupted for a period of sixty (60) days, the parties agree to negotiate in good faith toward a fair and equitable solution.

14 Legal Compliance

- 14.1 The parties shall perform their obligations under this Agreement in accordance with all applicable laws, rules and regulations.
- 14.2 This Agreement is subject to compliance with applicable export control laws (the “**Legislations**”), including, but not limited to, Licensor’s and Licensee’s receipt of relevant export licenses, if any, required for the transaction contemplated in this Agreement. This Agreement shall be considered as non-binding to the extent that the contemplated transaction would violate any part(s) of the Legislations. Notwithstanding anything to the contrary, Licensor reserves the right to modify or withdraw from this Agreement without prior notice at its sole discretion without any penalty or liability if it reasonable expects that the contemplated transaction would violate any part(s) of the Legislations.

15 Limitation of Liability

- 15.1 Except in case of breach of Section 6 or 9, each party’s aggregate liability for claims related to this Agreement, shall be limited to an amount corresponding to the License Fee(s) actually paid by Licensee under this Agreement.
- 15.2 EXCEPT IN CASE OF BREACH OF SECTION 6 OR 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 15.3 The limitations of liability set forth in this Section 15 shall not apply, however, in case of willful misconduct or gross negligence.

16 Governing Law

- 16.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden without reference to or application of any conflict of laws principles.
- 16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled exclusively by a court of general jurisdiction in Sweden.

17 General Provisions

- 17.1 If any term or provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force.
- 17.2 This Agreement represents the entire agreement between the parties, and supersedes all prior and contemporaneous, written and oral representations, agreements and negotiations.
- 17.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.4 Except as expressly set forth herein, no amendment to this Agreement shall be effective unless it is in writing, dated subsequent hereto, refers explicitly to this Agreement and is signed on behalf of the parties by their duly authorized representatives.
- 17.5 No waiver of any provision of this Agreement shall be effective unless in writing signed on behalf of the party against whom the waiver is asserted. No waiver shall be implied from a party's conduct or failure to enforce its rights under this Agreement.
- 17.6 Press releases and other like publicity regarding this Agreement which mentions this Agreement or the other party by name shall not be released without the written consent of the other party, such consent not to be unreasonably withheld.
- 17.7 The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the ability to bind the other or to incur any obligation on its behalf.

Signature Page

Date: [*]	Date: [*]
On behalf of [*]	On behalf of [*]
Signature:	Signature:
Name, Title: [*]	Name, Title: [*]

Exhibit A

All prices are denoted in [*].

Product number	Product name	Quantity	Unit License Fee	Total License Fee
[*]	[*]	[*]	[*]	[*]

The aggregate License Fee payable under this Agreement is [*] [*] [*].