

# Software License Agreement

**THIS SOFTWARE LICENSE AGREEMENT STATES THE TERMS AND CONDITIONS UPON WHICH LINK22 AB ("LICENSOR") IS WILLING TO PROVIDE SOFTWARE LICENSES. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.**

This Software License Agreement (the "Agreement"), as of the date that You accept this Agreement ("Effective Date"), is hereby entered into and agreed upon by you ("You" or "Licensee"), either an individual or an entity, and link22 AB ("link22" or "Licensor") for the Software.

## 1 DEFINITIONS

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For purposes of this Agreement,

- a. **"Agreement"** has the meaning set forth in the preamble.
- b. **"Trade secret"** means any non-public information in any form and however transmitted, whether orally, visually, in writing, or by electronic communication, that both Parties reasonably and in good faith deem to be confidential or proprietary protected by secrecy. Trade secrets includes, but is not limited to, technological disclosures, ideas, concepts, know-how, business operations, plans, strategies, customer information, pricing information, and any other information that the disclosing Party is contractually or otherwise bound to keep confidential. Trade secrets may, but is not obligated to be designated, marked, or otherwise identified as "confidential." See exclusions in the section titled "CONFIDENTIALITY" below.
- c. **"Documentation"** means any and all manuals, instructions, and other end user materials that Licensor provides to Licensee describing the software's functionality, components, technical specifications, capabilities, requirements, or limitations. Documentation may include, but is not limited to, aspects of the software that are of practical importance to Licensee, such as instructions on installation, configuration, integration, operation, use, support, or maintenance.
- d. **"Effective Date"** has the meaning set forth in the preamble. It is the start date for this Agreement where all rights and obligations herein become operational and enforceable.
- e. **"Intellectual Property Rights"** means any and all registered and unregistered rights to plans, ideas, designs, or other intangible assets. Such rights are granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, right of publicity, other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **"Licensed Software"** means the object code version of the product and any ancillary data files, modules, libraries, tutorials, or demonstration programs, and any Maintenance Releases provided to Licensee according to this Agreement.
- g. **"Licensee"** has the meaning set forth in the preamble.
- h. **"Licensor"** has the meaning set forth in the preamble.
- i. **"Maintenance Release"** means any update or other adaptation or modification of the Licensed Software or Documentation that Licensor may optionally and periodically provide to Licensee during the Term. Such release may include, but is not limited to, error corrections, enhancements, improvements, or other changes to the Licensed Software's functionality, compatibility, capabilities, performance, efficiency, user interface, or quality.
- j. **"Open-Source Components"** means any software component that is subject to an open-source copyright license agreement. Qualifying open-source copyright license agreements include, but are not limited to, Apache License 2.0, BSD 3-Clause "New" or "Revised" license, BSD 2-Clause "Simplified" or "FreeBSD" license, GNU General Public License, GNU Library or "Lesser" General Public License, MIT License, Mozilla Public License 2.0, Common Development and Distribution License, Eclipse Public License, and any other obligations, restrictions, or license agreements that substantially conform to the "Open Source Definition" as prescribed by the Open Source Initiative or otherwise may require third-party disclosure or licensing if any source code of such software components is used or compiled.
- k. **"Parties"** mean the Licensor and Licensee collectively.
- l. **"Party"** means the Licensor or Licensee individually.
- m. **"Permitted Use"** means use of the Licensed Software by an authorized user for the benefit of Licensee in its ordinary course of internal business operations.
- n. **"Term"** has the meaning set forth in the Term section.

# Software License Agreement

## 2 LICENSE GRANT

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### 2.1 Licenses Generally

Subject to the terms and conditions of this Agreement and the Parties' compliance therewith, Licensor hereby grants to Licensee, solely for defined Permitted Use, a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Software and Documentation during the Agreement Term.

#### 2.1.1 Expiration of Software Maintenance and Support Services

At the expiration of the Software Maintenance and Support Services without renewal by the Licensee, the Licensee may continue using the Licensed Software, in accordance with all conditions and restrictions set out in this Agreement, at its own risks and under its sole responsibility. In such case, Licensor shall have no further obligation to correct any errors affecting the Licensed Software and shall not be liable of any damage suffered by the Licensee in connection with its use of the Licensed Software. The Licensed Software shall in such case be deemed provided "AS IS", without any warranty of any kind, all warranties set out in this Agreement being expressly waived from the moment of the expiration of the Software Maintenance and Support Services.

#### 2.1.2 Additional Copy

Licensee is permitted to duplicate a copy of the Licensed Software exclusively for disaster recovery, or archival purposes. Any copy of the Licensed Software made by Licensee, for any authorized or unauthorized purposes, continues to be Licensor's exclusive property, is subject to the terms and conditions of this Agreement, and must include all Intellectual Property Rights notices contained in the original Licensed Software and Documentation.

#### 2.1.3 Open Source Licenses

Should the Licensed Software include any Open-Source Components, Licensee's use of the Open-Source Components will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. Licensor will provide Licensee with the license name, author information, license source, access information, and other relevant information for Open-Source Components.

### 2.2 Non-production License

If an order or any other binding agreement between Licensor and Licensee indicates that a Licensed Software is to be used only in a non-production environment it means that the Licensed Software can only be used by Customer and its employees for the benefit of Customer and not any third party or any affiliate of Customer on a,

- a. non-production development system, which means a system on which Licensed Software is installed and that is used for developing software product add-on applications for the Licensed Software;
- b. test system, which means a system on which Licensed Software is installed and that is used for a) migration testing in preparation for transitioning from one version to another of the Licensed Software (which may also include testing the migration of data) or b) pre-production staging of the Licensed Software;
- c. hot standby system, which means a backup, redundant system on which Licensed Software is installed and that is a) up, running and receiving real-time data backups and b) ready to take over from the primary production system if the production system breaks down or needs to be taken out of service; or
- d. cold standby system, which means a backup system on which the Licensed Software is installed but where it is a) NOT up and running and b) is configured to be operational only in the event that the primary production system breaks down or needs to be taken out of service.

### 2.3 Evaluation License

If an order or any other binding agreement between Licensor and Licensee indicates that a Licensed Software is to be used by Licensee for evaluation purposes, or if the Licensed Software is otherwise obtained from Licensor for evaluation purposes, Customer shall be granted a License to use such Licensed Software solely for Licensee's own non-production, internal evaluation purposes. Licensee is responsible for any applicable shipping charges or taxes which may be incurred, and any fees which may be associated with usage beyond the scope permitted herein. Notwithstanding anything otherwise set forth in this Agreement, Licensee understands and agrees that Evaluation Licenses are provided "AS IS" and that Licensor does not provide warranties or services for Evaluation Licenses. Any information about the Evaluation License gathered from its use shall be used solely for evaluation purposes and shall not be provided to any third parties.

# Software License Agreement

## 3 LICENSE RESTRICTIONS

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Except as expressly permitted in this Agreement, and subject to the Open-Source Components if applicable, Licensee will not, and will not permit any third party to,

- a. reproduce any portion of the Licensed Software for any purpose except as otherwise authorized in this Agreement;
- b. decode, disassemble, reverse engineer, or otherwise attempt to derive or gain access to any portion the Licensed Software's source code unless permitted by law;
- c. adopt, build upon, correct, modify, translate, or otherwise improve or create derivative works of the Licensed Software;
- d. lend, publish, assign, transfer, or otherwise make available to any third party not authorized within this Agreement the Licensed Software in any manner, including, but not limited to, access to the Licensed Software on the internet or any timesharing, service bureau, software as a service, cloud, or similar technology or service;
- e. breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Licensed Software or Documentation;
- f. efface, alter, obscure, translate, combine, or otherwise change any trademarks, disclaimers, warranties, Documentation terms, Intellectual Property Rights, proprietary rights, or any symbols, notices, marks, serial numbers, or identification on or relating to any copy of the Licensed Software or Documentation;
- g. use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any applicable Law;
- h. use the Licensed Software for the purposes of (i) comparative or competitive analysis of the Licensed Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage; or
- i. use the Licensed Software, Documentation, or any Open-Source Components for any purpose not expressly permitted under Permitted Use or in any manner not expressly permitted by this Agreement or the controlling Open-Source License.

## 4 TERM

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The term of this Agreement commences as of the Effective Date and will continue in effect indefinitely until termination, pursuant to the Termination section under this agreement.

## 5 DELIVERY

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Licensor will deliver the Licensed Software at Licensor's sole discretion to Licensee.

## 6 PAYMENT

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### 6.1 Late Payment

If any payment to Licensor is delinquent, then in addition to all other remedies available to Licensor,

- a. Licensor may charge interest on the past due amount at a rate no higher than the highest rate permitted under applicable Law;
- b. Licensee must reimburse Licensor for all reasonable costs incurred to collect any and all late payment and associated interest amounts, including, but not limited to, any attorneys' fee, court costs, and collection agency fees; and
- c. if payment delinquency continues for five business days following three written notices or demand for payment, Licensor may exercise any or all of the following remedies: (1) technologically disable Licensee's use of the Licensed Software; (2) withhold, suspend, or revoke this license grant; and (3) terminate this Agreement pursuant to the Termination section.

## 7 MAINTENANCE RELEASE

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During the Term, Licensor may, at Licensor's sole option and discretion, provide Licensee with Maintenance Releases and updated Documentation. All Maintenance Releases are considered part of the

# Software License Agreement

Licensed Software and are subject to all applicable terms and conditions in this Agreement. Licensee agrees to install all Maintenance Releases as soon as practicable after receipt.

## 8 TITLE, INTELLECTUAL PROPERTY RIGHTS, AND INFRINGEMENT

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### 8.1 Ownership

Licensee acknowledges and agrees that

- a. Licensor is and will remain the sole and exclusive owner of all rights, title, and interest in and to the Licensed Software, Documentation, Maintenance Releases and all Intellectual Property Rights associated herein, subject only to the rights of any disclosed third parties, within any Open-Source Components, and the limited license granted to Licensee under this Agreement;
- b. the Licensed Software, Documentation, and Intellectual Property Rights are licensed, not sold, to Licensee. Licensee does not, has not, and will not acquire any ownership interest in the Licensed Software, Documentation, or any related Intellectual Property Rights through this Agreement;
- c. nothing in this Agreement grants any implied rights to Licensee, including by implication, waiver, or estoppel, in any Intellectual Property Rights or other rights, title, or interest in any portion of the Licensed Software and Documentation; and
- d. Licensee unconditionally and irrevocably assigns to Licensor its entire right, title, and interest in any Intellectual Property Rights that Licensee may have currently or in the future relating to the Licensed Software or Documentation, including any derivative works or patent improvement rights, however held or acquired.

### 8.2 Licensee Cooperation and Notice of Infringement

Licensee will, during the Term,

- a. secure and protect the Licensed Software and Documentation from infringement, misappropriation, misuse, theft, or other unauthorized access through all commercially reasonable measures and precautions similar to those Licensee would employ to secure and protect its own intellectual property;
- b. take all reasonable steps as Licensor may require and request to maintain the validity, enforceability, and ownership of all Licensor's Intellectual Property Rights herein;
- c. promptly notify Licensor in writing if Licensee becomes aware of any actual or suspected infringement, misappropriation, misuse, theft, unauthorized access, or other violations of Licensor's Intellectual Property Rights in or relating to the Licensed Software or Documentation;
- d. promptly notify Licensor in writing of any claim that the Licensed Software or Documentation, in whole or in part, infringes, misappropriates, or otherwise violates any rights, including Intellectual Property Rights, of other persons or entities; and
- e. fully cooperate with and assist Licensor in all commercially reasonable ways, including but not limited to providing records, information, depositions, and testimonies, and at Licensor's sole expense, in any claim, suit, action, or proceeding to prosecute or defend Licensor's rights in the Licensed Software, Documentation, and any Intellectual Property Rights herein.

## 9 VERIFICATION

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At Licensor's written request, Licensee will confirm in writing the actual scope of Licensee's access and use of Licensed Software and list all locations of actual use if applicable, provided not classified information or secrecy protected.

### 9.1 Excessive Use Result

If the verification determines that Licensee's Licensed Software use exceeds the usage or scope permitted by this Agreement, Licensee agrees to pay Licensor all amounts due for excessive use of the Licensed Software as negotiated at such time.

## 10 CONFIDENTIALITY

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### 10.1 Secrecy or Classified Information

In connection with this Agreement, each Party may disclose or make available to the other Party Trade secrets which includes, but is not limited to, the Licensed Software, Documentation, and any terms of this Agreement.

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Classified information or secrecy protected information disclosed by Licensee shall be protected as follows by a protective security agreement.

## 10.2 Exclusions and Exceptions

Trade secrets excludes information that;

- a. was rightfully and lawfully known to the recipient without any restrictions on use or disclosure prior to disclosure by disclosing Party in connection with this Agreement;
- b. was or becomes part of the public domain by means other than by the recipient or any of the recipient's representatives' violations of this Agreement;
- c. was or is received by the recipient on a non-confidential basis from a third party that was not, or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- d. was or is independently developed by the recipient without reference to or use of any Trade secrets.

## 10.3 Protection of Trade Secrets

As a condition of receiving any Trade secrets, the recipient will, for three years;

- a. only access or use Trade secrets if absolutely necessary to exercise the recipient's rights or perform the recipient's obligations under this Agreement;
- b. except when compelled by Law, not disclose or permit access to Trade secrets.

## 11 TERMINATION

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This Agreement may be terminated at any time;

- a. by either Party for the other Party's material breach of this Agreement that is incurable or uncured by breaching party for 30 days after being served with notice of breach and demand for cure, effective on written termination notice to the breaching Party;
- b. by Licensor, effective immediately irrespective of written notice, if Licensee
  - i. is dissolved or liquidated or takes any corporate action for such purposes;
  - ii. becomes insolvent or is generally unable to pay its debts as they become due;
  - iii. becomes the subject of any bankruptcy proceedings, voluntary or involuntary, under any domestic or foreign bankruptcy or insolvency Law;
  - iv. makes or seeks to make a general assignment for the benefit of its creditors; or
  - v. applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property; and
- c. by both Parties upon mutual written agreement.

The confidentiality obligations mentioned in this Agreement shall survive the termination of the present Agreement for a period of three (3) years.

## 12 TERMINATION OR EXPIRATION EFFECTS

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Upon early termination or the natural expiration of this Agreement,

- a. all licenses, rights, and authorizations granted to Licensee herein will immediately terminate and Licensee will
  - i. promptly cease all use of the Licensed Software and Documentation;
  - ii. within five business days deliver to Licensor, or at Licensor's written request, destroy and permanently erase from all Licensee's and their representatives' devices, equipment, and systems, the Licensed Software, Documentation, and all Licensor's Trade secrets; and
  - iii. certify in writing that Licensee, and any of Licensee's representatives, has complied with the termination requirements herein; and
- b. all amounts payable of any kind under this Agreement are immediately due and payable effective on the expiration date or early termination date.

# Software License Agreement

## 13 MUTUAL REPRESENTATIONS AND WARRANTIES

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Each Party represents, warrants, and covenants to the other Party that

- a. it is duly established, validly existing, and in good standing to conduct business as a sole proprietorship, partnership, company, corporation, trust, organization, or any other valid entity under the Laws of its jurisdiction;
- b. it has the full right, power, and authority to enter into this Agreement;
- c. it is capable of performing its obligations and granting any licenses, rights, and authorizations specified under this Agreement;
- d. the executing representative for each Party is duly authorized to represent each Party in this Agreement by all necessary business formalities and organizational actions; and
- e. this Agreement is legal, valid, binding on, and enforceable against each Party when fully and mutually executed and delivered.

## 14 LIMITED WARRANTY

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### 14.1 Warranty

Licensor warrants to Licensee, for 180 calendar days from the Effective Date or for the Term, whichever is less, that

- a. the Licensed Software substantially conforms in all material respect to the Documentation specifications when it is installed, operated, and used as recommended in the Documentation and in accordance with this Agreement;
- b. all Maintenance Releases, when correctly and promptly installed in compliance with the Documentation and this Agreement, will not materially affect the Licensed Software's functionality; and
- c. any storage media on which the Licensed Software may be provided will be free of substantial defect under normal use.

### 14.2 Conditions

Licensor's aforementioned limited warranties are valid and apply only if Licensee complies with the following conditions:

- a. Licensee notifies Licensor in writing of any warranty breach during the limited warranty period.
- b. Licensee promptly installs all Maintenance Releases that Licensor previously made available to Licensee in order of distribution.
- c. Licensee is in compliance with and current on all terms and conditions of this Agreement, including the payment terms, as of the warranty breach notification date.

### 14.3 Exceptions

Notwithstanding any provisions to the contrary, Licensor's aforementioned limited warranties are not valid and do not apply to problems arising out of or relating to

- a. any modification or damage to the Licensed Software or its storage media caused by the Licensee or its representatives;
- b. any Licensed Software operation or use not expressly specified and permitted in the Documentation or this Agreement, including incorporating the Licensed Software in or with any non-Licensor approved technology or service unless otherwise expressly permitted by Licensor in writing;
- c. Licensee's, its representatives', or any third party's negligence, abuse, misapplication, or misuse of the Licensed Software, including any use not expressly specified and permitted in the Documentation or otherwise expressly authorized by Licensor in writing;
- d. Licensee's failure to promptly install the Maintenance Releases previously provided by Licensor in the order it was received;
- e. Licensee's or a third party's system or network;
- f. any Open-Source Components, beta software, incomplete sample, demonstration or testing software, temporary software modules, or any software for which Licensor does not receive a license fee;
- g. Licensee's breach of any material provision of this Agreement; or

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- h. any other causes or conditions outside Licensor's reasonable control.

## 14.4 Remedy

If Licensor breaches, or is alleged to have breached, any limited warranties herein, Licensor may, at its sole option and expense, take any of the following steps to appropriately remedy such breach:

- a. Repair the Licensed Software.
- b. Amend, supplement, or replace any incomplete or inaccurate Documentation.
- c. Replace the Licensed Software or Maintenance Releases with functionally equivalent software that, upon its replacement, constitutes the Licensed Software hereunder.
- d. Replace any defective storage media on which Licensor provided the Licensed Software.
- e. Terminate this Agreement and, provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.

## 14.5 Sole Remedy

Should Licensor fail to cure a warranty breach or terminate this Agreement within a reasonable time period after Licensor's receipt of Licensee's timely written notice of such breach, Licensee can terminate this Agreement as provided herein. Provided Licensee fully complies with its post-termination obligations, Licensor must promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date. THIS IS LICENSEE'S SOLE REMEDY AND LICENSOR'S ENTIRE OBLIGATION AND LIABILITY FOR ANY LIMITED WARRANTY BREACH UNDER THIS AGREEMENT.

## 14.6 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND FOR THE EXPRESS LIMITED WARRANTIES HEREIN, ALL LICENSED SOFTWARE, DOCUMENTATION, MAINTENANCE RELEASE, PRODUCTS, INFORMATION, MATERIAL, AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS, WHERE IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS TO THIRD PARTIES, PATENT VALIDITY, OPERATION WITHOUT INTERRUPTION, ACHIEVEMENT OF LICENSEE'S REQUIREMENTS OR INTENDED RESULTS, OR COMPATIBILITY WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS EXCEPT AS EXPRESSLY SET FORTH IN THE DOCUMENTATION. FURTHERMORE, AND WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION IS OR WILL BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE OR ERROR. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ANY OPEN-SOURCE COMPONENTS OR THIRD-PARTY REPRESENTATION OR WARRANTY IS STRICTLY LIMITED TO LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS AND UNRELATED TO LICENSOR.

## 15 INDEMNIFICATION

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### 15.1 Licensor Indemnification

Licensor will indemnify, defend, and hold harmless Licensee, its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensee arising from any third-party action, suit, or claim that alleges the Licensed Software, or any use of the Licensed Software in accordance with this Agreement, infringes any Intellectual Property Rights.

### 15.2 Licensor Indemnification Exceptions

The foregoing Licensor indemnification does not apply to the extent that such actions or losses arise from any allegation of or relating to any

- a. patent, copyright, or trademarks issued on a patent, copyright, or trademark application published or granted after the Effective Date;
- b. unauthorized, unlicensed, and unpermitted modification of the Licensed Software without Licensor's express knowledge, written consent, and in direct contradiction to Licensor's Documentation specifications;

# Software License Agreement

- c. unauthorized, unlicensed, and unpermitted use of the Licensed Software outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions;
- d. Open-Source Components, other third-party materials, or any material outside of Licensor's exclusive control;
- e. failure to promptly install and implement any Maintenance Release or Licensed Software replacement in order received and made available to Licensee by Licensor;
- f. Licensed Software use after Licensee's receipt of Licensor's written notice that such continued use may be alleged to or actually infringe upon, misappropriate, or otherwise violate a third party's rights;
- g. Open-Source Components or other third-party materials;
- h. negligence, abuse, misapplication, or misuse of the Licensed Software by or on behalf of Licensee, its representatives, or a third party;
- i. causes or conditions outside Licensor's commercially reasonable control, including, but not limited to, any third-party equipment error or Licensee's own system bugs, defects, or malfunctions; or
- j. actions or losses for which Licensee is obligated to indemnify Licensor pursuant to this Agreement.

## 15.3 Licensee Indemnification

Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, and other representatives from and against any and all losses incurred by Licensor due to any third-party actions, claims, or suits should such losses relate to any allegation

- a. that any rights, including Intellectual Property Rights, is or will be infringed, misappropriated, or otherwise violated by Licensee's unauthorized Licensed Software use in a manner inconsistent with the license grant in this Agreement and Documentation;
- b. of or relating to matters that would be deemed a Licensee breach of representation, obligation, covenant, or warranty under this Agreement if proven true;
- c. of or relating to negligence, abuse, misapplication, misuse, or other culpable acts or omissions by or on behalf of Licensee or its representatives with respect to the Licensed Software or otherwise in connection with this Agreement; or
- d. of or relating to the unauthorized, unlicensed, and unpermitted use of the Licensed Software or Documentation outside the purpose, scope, or manner authorized by this Agreement or in any manner contrary to Licensor's instructions.

## 15.4 Mitigation

Should Licensor believe the Licensed Software, in whole or in part, may be claimed by any third party to be in violation of another's Intellectual Property Right, or if Licensee's use of the Licensed Software is enjoined or threatened to be enjoined, Licensor may mitigate the situation at its own option and expense by

- a. obtaining the right from the appropriate third party for Licensee to continue to use the Licensed Software materially as intended in and for the Term duration of this Agreement;
- b. modifying or replacing the Licensed Software to the extent that it becomes non-infringing while still providing the materially equivalent features and functionalities of the original software, and such modification or replacement will constitute the Licensed Software thereunder; or
- c. provided that Licensee fully complies with its post-termination obligations, promptly prorate and refund Licensee any prepaid amount by Licensee for any period after the termination date.

## 15.5 Sole Remedy

THIS SECTION CONSTITUTES LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE OBLIGATIONS AND LIABILITIES FOR ANY CLAIMS OR ALLEGATIONS, WHETHER ACTUAL OR THREATENED, THAT THIS AGREEMENT, SOFTWARE, DOCUMENTATION, OR ANY SUBJECT MATTER HEREOF, INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.



# Software License Agreement

## 16 LIMITATION OF LIABILITY

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EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCE, INCLUDING WHERE PARTIES WERE ADVISED THAT LOSSES OR DAMAGES WERE POSSIBLE OR FORESEEABLE, WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY: COST INCREASE; BUSINESS, PRODUCTION, REVENUES, OR PROFITS LOST; VALUE DIMINUTION; REPUTATIONAL LOSS; DAMAGED GOOD WILL; USE, INABILITY TO USE, DELAY, INTERRUPTION, LOSS, OR RECOVERY OF ANY LICENSED SOFTWARE, OPEN-SOURCE COMPONENTS, OR ANY THIRD-PARTY MATERIALS; DATA OR SYSTEM SECURITY BREACH, CORRUPTION, DAMAGE OR RECOVERY; REPLACEMENT COST OF GOODS, SOFTWARE, OR SERVICES; OR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY.

## 17 EXPORT REGULATION

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Licensee acknowledges that the Licensed Software may be subject to applicable Swedish export Laws. Licensee agrees to comply with provisions of such export Laws. Compliance may include, but is not limited to, obtaining any and all necessary export license or other governmental approval. Licensee shall not itself or permit any third party to directly or indirectly export, re-export, or release the Licensed Software, or use the Licensed Software, in any country prohibited or restricted under Swedish export Laws.

## 18 FORCE MAJEURE

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Neither Party will be liable to the other by reason of failure or delay in the performance of this Agreement if the failure arises out of any circumstance beyond such Party's reasonable control, including acts of God, flood, fire, natural disaster, war, terrorism, invasion, riot, civil unrest, embargos, national or regional emergency, strikes, labor disruptions, Law changes, or power or telecommunication interruptions or shortages. The Party failing or delaying in performance of this Agreement due to circumstances beyond their control must give prompt written notice to the other Party stating the estimated length of time the occurrence is expected to continue. Either Party may terminate this Agreement if such uncontrollable circumstance continues for longer than 30 days.

## 19 GENERAL PROVISIONS

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### 19.1 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to bind the other in any manner.

### 19.2 Notices

Notices will be deemed effectively given when received if delivered by hand; when received if sent by a nationally recognized courier with required signature upon receipt; when sent if delivered by email with transmission confirmation and sent during receiving party's normal business hours; and on the next business day if delivered by email with transmission confirmation and sent after normal business hours. Any notice, request, consent, claim demand, waiver, or other communication under this Agreement must be in writing and addressed to:

**link22 AB**  
**Teknikringen 8**  
**583 30 Linköping, Sweden**  
**Email: sales@link22.se**

### 19.3 Publicity

Each Party agree to seek express permission and written consent before using the other Party's trademarks, service marks, trade names, logo, domain names, or other indicia of source, association, or sponsorship for any purpose but specifically relating to publicity, marketing, or commercial materials.

### 19.4 Governing Law

This Agreement is governed by and construed in accordance with the Laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited

# Software License Agreement

Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Linköping, Sweden.

## 19.5 Further Assurances

The Parties will cooperate with each other, execute and deliver such documents or instruments, and take all further actions as may be reasonably requested by the Parties from time to time in order to carry out, evidence, or confirm their rights or obligations or as may be reasonably necessary or helpful to give full effect to this Agreement.

## 19.6 Amendment and Modifications

This Agreement may be supplemented, amended, or modified only by mutual and written agreement of all Parties. No amendment, modification, rescission, or termination is effective unless it is in writing and executed by all Parties or their authorized representatives.

## 19.7 Waiver

No Party to this Agreement is deemed to have waived any of their rights, powers, remedies, or privileges under this Agreement unless such waiver is expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, the failure to exercise or enforce any rights, powers, remedies, or privileges under this Agreement will in no way be construed as a present or future waiver of such rights, powers, remedies, or privileges.

## 19.8 Assignment

Except as otherwise expressly permitted in this Agreement, Licensee may not, directly or indirectly, sell, assign, sublicense, lease, rent, distribute, or otherwise transfer the Licensed Software or any license rights and obligations under this Agreement, to any other person or entity without express written consent by Licensor.

## 19.9 No Third-Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties. Nothing in this Agreement, express or implied, is intended to or shall confer on or create to any other person or entity any legal or equitable right, benefit, or remedy of any kind whatsoever.

## 19.10 Severability

If any provision of this Agreement or the application thereof is held to be invalid or unenforceable for any reason and to any extent, then that provision will be considered removed from this Agreement. However, the remaining provisions will continue to be valid and enforceable according to the intentions of all Parties and to the maximum extent permitted by Law. If it is held that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## 19.11 Entire Agreement

This Agreement, together with any other documents incorporated herein by reference, constitutes the sole, entire, and final agreement of the Parties with respect to the subject of this Software License Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, agreements, and warranties, whether written, oral, or implied. Should any inconsistency occur between statements made in the body of this Agreement, any related exhibits, schedules, attachments, and appendices, and any other documents incorporated herein by reference, the following order of precedence governs: (i) this Agreement, excluding any exhibits, schedules, attachments, appendices, or any other documents incorporated herein by reference; (ii) this Agreement's exhibits, schedules, attachments, and appendices, if any; and (iii) any other documents incorporated in this Agreement by reference.