

LICENSE RENTAL AGREEMENT – User Management Tool

**IMPORTANT: BY INSTALLING THIS SOFTWARE
THE LICENSEE ACCEPTS THE TERMS AND CONDITIONS
CONTAINED HEREIN.**

**THIS AGREEMENT ENTERS INTO FORCE
BETWEEN THE LICENSEE AND LICENSOR, INFOWARE SOLUTIONS SVENSKA AB AS SOON AS THE
FIRST QUARTERLY FEE IS RECEIVED BY INFOWARE.**

1. **Definitions**

In this Agreement the following terms shall have the meaning set forth below.

1.1 **“Agreement”** means this license rental agreement.

1.2 **“Licensee”** means the physical or legal person pursuing business activities who, by accepting the terms and conditions of this Agreement, has received a license to use the Software for an agreed number of active user profiles in the IBM Connections installation at the Licensee organization.

1.3 **“Licensor”** means Infoware Solutions Svenska AB, registration no. 556463-7246, a private limited company duly incorporated under the laws of Sweden with registered address at Kungsholms Strand 123, S-111 28 Stockholm. E-mail address: info@infoware.se.

1.4 **“Software”** means the code in the software program “User Management Tool”, subject to this license agreement and further described in the Specification, and all related documentation and any additional material.

1.5 **“Specification”** means the written documentation delivered with the product describing the functionality of the Software, including, but not limited to, information regarding with which third party software and with which version of the third party software the Software is compatible.

2. **License Warranty**

2.1 Subject to payment of the license fee in accordance with Article 4 of this Agreement, the Licensee is hereby granted a non-exclusive and non-transferable time limited license to use the Software on the terms and conditions set forth in this Agreement.

3. **Scope of license**

- 3.1 The Software is only intended for the Licensee's internal use and may only be used in accordance with the terms and conditions of this Agreement. Furthermore the Software may only be used for the number of active user for which a license fee has been paid in accordance with Article 4 of this Agreement.
- 3.2 The Licensee may produce copies of the Software only for disaster recovery or filing purposes, or as expressly permitted by mandatory law. Such copies of the Software are subject to the terms and conditions of this Agreement.
- 3.3 The Licensee may not use, copy or transfer the Software, in whole or in part, except as expressly permitted by this Agreement. Furthermore, the Licensee may under no circumstances alter, develop or make additions to the Software.
- 3.4 The Licensee may not sub-license, rent, lend or otherwise permit a third party to, directly or indirectly, with or without remuneration, copy, transfer, dispose of or otherwise use the Software, in whole or in part.
- 3.5 The Licensee may not decompile, disassemble or reverse engineer the Software or by any other means recreate its source code other than what is expressly permitted by mandatory law.
- 3.6 The Licensee may not remove or alter any proprietary rights notices included in the Software regarding patents, copyright, trademarks or other intellectual property rights.

4. **Fee, payment and rental period**

- 4.1 As consideration for the rights the Licensee is granted under Article 2, the Licensee shall pay a license fee based on the number of active user profiles in IBM Connections at the Licensee organization in accordance with the following paragraphs.
- 4.2 The Licensee shall state the number of active user profiles in IBM Connections that the Agreement shall comprise and send that information to the Licensor.
- 4.3 A license fee for the use of the Software is based on number of active user profiles in IBM Connection and is payable by the amount as defined in the quote.
- 4.4 Should the Licensee, after this Agreement has enter into force, wish to increase the number of active user profiles that the Software is used for, the new number of active profiles shall be reported to the Licensor and the Licensor's at that time current price list shall apply when defining the fee payable for extra users. For such use of the Software on additional users, the terms and conditions set forth in this agreement shall apply.
- 4.5 Any taxes and duties (for example VAT) are not included in the license fee and shall be paid by the Licensee as well as any costs connected with the payment of the fee, such as bank fees.

- 4.6 Payment of the license fee is due within thirty (30) days from the date of invoice. Interest on late payments shall be paid in accordance with the Swedish Interest Act (1975:635).
- 4.7 The rental period is three months. Discount is obtained when ordering for a 12 or 24 months period.
- 4.8 The first quarterly fee include an initial fee. If the Licensor choose to terminate the agreement and later reactivate it, the same fee will be added to the first quarterly fee again.
- 4.9 The Licensee can request another start date than January 1st, April 1st, July 1st or October 1st. In such case the initial invoice will include 1/90 of the quarterly fee for each day extra until the first full quarter.

5. **Ownership and intellectual property rights**

- 5.1 Ownership of all intellectual property rights to the Software, including, but not limited to, patents, design rights, copyrights, trademarks, trade secrets and proprietary know-how, rest solely with the Licensor. Nothing in this Agreement shall be interpreted as a transfer of such rights from the Licensor to the Licensee. The Licensee is only entitled to the limited license to use the Software specifically granted under this Agreement.

6 **Warranty**

- 6.1 The Licensor warrants that the Software will function in accordance with the Specification, provided that (i) the Licensee has only used the Software in accordance with Article 3 of this Agreement; (ii) the Licensee has only used the Software for active user profiles and in accordance with the Licensor's instructions; (iii) the Licensee has not used the Software in an incorrect or negligent manner; (iv) the defect in the Software is not caused by hardware, software, data, documentation or other equipment which have not been delivered by the Licensor; (v) the Software has not been modified or used in a way deviating from its intended purpose; or (vi) the defect in the Software does not in an essential manner affect the functionality of the Software.
- 6.2 The Licensor's warranty under this Article 6 only applies provided that the Licensee: (i) in writing notifies the Licensor of the defect in the Software within the warranty period above according to Article 6.1 and within thirty (30) days from when the Licensee discovered or ought to have discovered the defect, and (ii), at the Licensee's own cost, sends any necessary material to the Licensor, or to a third party appointed by the Licensor, so that the defect in the Software can be recreated and examined by the Licensor.
- 6.3 If the conditions set forth under Articles 6.1 and 6.2 are fulfilled, the Licensor shall make commercially reasonable efforts to remedy the defect in the Software as soon as it can reasonably be required, considering the nature of the defect and any other circumstances at hand. The Licensor shall thereby, at its own discretion, rectify the defects in the Software, make new copy available to the Licensee or

refund to the Licensee the license fee paid with the reduction of any reasonable benefit the Licensee might have had from the Software, without interest. For the new version of the Software the terms and conditions set forth in this Agreement shall apply.

6.4 The warranty in this Article 6 shall be the Licensor's sole responsibility in relation to the Licensee and the Licensee's sole and exclusive remedy regarding defects in Software.

7. **Indemnification**

7.1 The Licensor agrees to indemnify the Licensee from any claims by a third party based on the Licensee's use of the Software, or part thereof, that such use is infringing that third party's intellectual property rights. The Licensor's obligation to indemnify under this Article 7 is subject to the Software being used in accordance with the terms and conditions set out in this Agreement.

7.2 The Licensor shall have no obligation to indemnify the Licensee against third party claims of infringement based upon

- (i) use, operation or combination with the Software and any third party hardware or software other than what is specified in the Specification
- (ii) the Software having been altered or used in a way deviating from its construction or from its intended purpose.

7.3 The Licensor's obligation to indemnify under this Article 7 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 defence and all related settlement negotiations; and (iii) acts in accordance with the Licensor's instructions and, at Licensee's own expense, cooperates with and assists the Licensor to the extent reasonably requested by the Licensor.

7.4 Subject to the conditions under Articles 7.1-7.3, the Licensor shall indemnify the Licensee for such damages, liabilities, costs or expenses awarded in a final judgment or in a settlement which has been approved in writing by the Licensor.

7.5 If an infringement due to the Licensee's use of the Software is finally established, the Licensor shall, at its own discretion, (i) procure for the Licensee the right to continue using the Software (ii) modify the Software so that it does not infringe; (iii) replace the Software with functionally equivalent software so that it does not infringe; or, (iv) annul the Agreement and, with the reduction of any reasonable benefit the Licensee might have had from the Software, repay the license fee without interest.

7.6 This Article 7 constitutes the entire liability of the Licensor, and the Licensee's sole and exclusive remedy with respect to any third party claims of infringement of intellectual property rights

8. **Limitation of liability**

8.1 Except for the liability regarding infringement of intellectual property rights as set forth in Article 7, the Licensor shall in no event be liable to the Licensee under this Agreement for loss of production, loss of data, loss of business or profit, loss of goodwill or the Licensee's obligation to compensate a third party or for any other indirect or consequential damage.

8.2 With the exception of Article 7, the Licensor's aggregate and total liability under this Agreement in respect of any one or more events or series of events (whether connected or unconnected) occurring during the term of this Agreement shall be limited to an amount equal to the lesser of (i) fifty (50) percent of the license fee payable and (ii) one (1) base amount under the Swedish National Insurance Act (1962:381), at any given time.

9. **Confidential information**

9.1 The Licensee is aware that the Software contains trade secrets and other confidential **information** belonging to the Licensor. The Licensee therefore agrees not to make the Software available to any 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.

9.2 The Licensee's confidentiality obligation under this Article 9 shall not apply to trade secrets or any other confidential information which the Licensee can demonstrate:

- (i) is already known by the Licensee when received;
- (ii) is or has become public knowledge other than by breach of this Agreement;
- (iii) is received from a third party who has lawfully acquired it and who is under no obligation to restrict its disclosure; or
- (iv) is to be made publicly available due to a court order, a decision by a public body or as otherwise required by mandatory law.

9.3 The Licensee agrees to impose on the Licensee's employees and consultants, in an appropriate manner, the above obligations regarding the use of the Software in Article 3 and of confidentiality in this Article 9. The Licensee shall be liable in relation to the Licensor for the Licensee's employees' and consultants' actions of the above stated provisions.

9.4 The Licensee's obligations under this Article 9 shall be valid during the term of this Agreement and continue thereafter, regardless of the reason therefore.

10. **Audit**

10.1 The Licensee undertakes to without undue delay notify the Licensor of any increase of the number of active user profiles that the Software is used for and agrees to promptly pay the corresponding license rental fee for such increased number of active user profiles in accordance with Article 4 of this Agreement.

10.2 The Licensee shall promptly upon the Licensor's request provide the Licensor with information regarding the number of active user profiles that the Software is used for and/or, if specifically required by the Licensor, an updated list of all active profiles.

10.3 The Licensor may appoint an independent auditor to, within reasonable time and not more than fourteen (14) days after the Licensee has received a written notice from the Licensor, during the Licensee's normal working hours, conduct an audit to determine and verify that the Licensee is in compliance with the terms and conditions of this Agreement.

10.4 The Licensee shall cooperate with the Licensor and shall promptly grant the independent auditor appointed by the Licensor access to Licensee's premises. The audit shall be restricted in scope, manner and duration to what is reasonably necessary to achieve its purpose and not disrupt Licensee's operations. The Licensee shall be liable to promptly remedy any breaches of the Agreement, including but not limited to underpayment of the license fee revealed during the audit. If the audit reveals an underpayment of license fees, in relation to the number of active profiles that the Software is used for, the Licensee shall pay for license fee for the additional active profiles plus additional five (5) per cent. If additional fees are due, the Licensee shall also be liable for the Licensor's costs for the audit.

11. **Term and termination**

11.1 This Agreement shall enter into force upon the acceptance of these terms and Conditions and shall remain in force thereafter until terminated by either party in accordance with this Agreement.

11.2 The Licensee or the Licensor may each, after written notice, terminate this Agreement, with immediate effect if: (i) the other party have committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof; or (ii) the other party is wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor is appointed or if circumstances arises which would entitle the court or a creditor to make a winding-up order, or if it otherwise is likely that the other party is insolvent.

11.3 In the event of termination of this Agreement in accordance with Article 11.2, the Licensee shall not be entitled to a refund of any license fee paid.

11.4 In the event the Licensee has committed a material breach of the Agreement, the Licensee shall compensate the Licensor for its damages, costs, or loss, regardless of whether the Licensor chooses to terminate the Agreement under this Article 11 or not. If the material breach consists of the Licensee using the Software for a

higher number of active profiles than allowed under this Agreement, the Licensee shall be obliged not only to pay the license fee for the unauthorized number of active user profiles, but also to compensate the Licensor for the damage caused due to the breach.

- 11.5 If the Licensor has not received payment before a new Quarter (January 1st, April 1st, July 1st or October 1st) this agreement is terminated and the limited time license is terminated without notice. Upon such termination the licensee must destruct all copies of the software according to Article 12 of the Agreement.
- 11.6 The Licensee can at any time change from this license rental model to a perpetual license model by purchasing perpetual licenses. This agreement is terminated and the perpetual license agreement enters into force as soon as the Licensor has received payment for the perpetual license. Upon license migration from a license rental model the last 9 months of license rental fees will be deducted from the perpetual license fee as a one-time discount.

12. **Return or destruction of copies**

- 12.1 Upon termination of this Agreement, regardless of the reason for the termination, the Licensee shall immediately and in accordance with the Licensor's instructions destroy all copies of the Software. The Licensee shall thereafter certify in writing to the Licensor that such return or destruction has occurred and that the Licensee neither directly nor indirectly, in whole or in part, hold or dispose of the Software or any copy thereof.

13. **Support, maintenance and additional services**

- 13.1 Included in this Agreement is full maintenance- and support service for the Software based on the MAINTENANCE & SUPPORT AGREEMENT – User Management Tool available on www.infoware.com. The MAINTENANCE & SUPPORT AGREEMENT – User Management Tool is included in this Agreement without any costs specified in the MAINTENANCE & SUPPORT AGREEMENT – User Management Tool.

The MAINTENANCE & SUPPORT AGREEMENT – User Management Tool is terminated without notice as soon as this Agreement is terminated.

14. **Force majeure**

- 14.1 If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed due to circumstances beyond the reasonable control of such party, including, but not limited to, lightning, labor disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of his sub-suppliers due to the circumstances here stipulated (each a "Force Majeure Event"), then the non-performing party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as it continues. The party whose performance is prevented, hindered or delayed by a Force

Majeure Event shall immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The non-performing party is, however, always obligated to, to the extent that is reasonably and commercially possible, mitigate the effects of the Force Majeure Events.

14.2 Should a Force Majeure Event continue for more than three (3) months, each party shall have the right to terminate this Agreement. For such termination the terms and conditions of this Agreement concerning termination shall apply.

15. **Miscellaneous**

15.1 Any amendment or modification to this Agreement or any of the appendices must, in order to be binding for the parties, be in writing and signed by both parties.

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

15.3 Any notice required or permitted to be given by either party under this Agreement, shall be in writing and may be delivered by courier or electronic mail to the parties at the addresses stated in the Order Form. Such notice shall be deemed to be given:

(a) if sent by courier – on the day of delivery to the receiving party

(b) if sent by electronic mail and delivery is confirmed by receiving party – on the day of reception.

16 **Disputes and governing law**

16.1 This Agreement shall be governed by and construed in accordance with Swedish Law.

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 finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).

16.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

16.4 The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish, unless otherwise agreed.