

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) governs the licensing of software (“Licensed Software”) by RT-LABS AB (“RT-labs”), corp. reg. no 556662-4614 (a company incorporated under the laws of Sweden), Första Långgatan 18, 413 28 Göteborg, Sweden to a licensee (“Licensee”). RT-Labs and Licensee are occasionally referred to herein individually as a “Party” and collectively as the “Parties”.

1 Definitions

“Licensee” means a Party that has entered into an Associated Business Agreement with RT-labs.

“Associated Business Agreement” means any agreement entered into by the Parties that includes the Licensed Software.

“Licensed Software” means the software as specified in the Associated Business Agreement.

“Modified Licensed Software” means Licensed Software modified by Licensee for use in Licensee Products as specified in the Associated Business Agreement.

“Test and System Evaluation Software” means a test and system evaluation software, which are provided by RT-labs to Licensee under this Agreement as part of the Licensed Software.

“Licensee Products” means products in which the Licensed Software executes as specified in the Associated Business Agreement.

“Open License Terms” means terms in any license for software which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software (a “work”), any of the following:

- a. the making available of source code or design information regarding the work
- b. the granting of permission for creating derivative works regarding the work;
or
- c. the granting of a royalty-free license to any party under intellectual property rights regarding the work.

By means of example and without limitation, Open License Terms includes the following licenses or distribution models:

- a. the GNU General Public License (GPL) or Lesser/Library GPL (LGPL),
- b. the Artistic License (e.g., PERL)
- c. the Mozilla Public License,
- d. the Common Public License,
- e. the Sun Community Source License (SCSL), and
- f. the Sun Industry Source License (SISL).

“Open Source Software” means any software that is licensed under Open License Terms.

“Intellectual Property Rights” means intellectual property rights such as, but not limited to, patent, patented articles, designs, trademarks, service marks, trade names, copyright and invention, whether registered, unregistered or pending.

2 License

- a. Provided that payment is made in accordance with the Associated Business Agreement, RT-Labs hereby grants to Licensee a non-exclusive, worldwide, non-transferable, license subject to the terms, conditions and restrictions set forth in this Agreement. The Licensee has the right to:
 - 1. use, execute, and copy the Licensed Software solely as necessary to develop, support and maintain Modified Licensed Software in Licensee Products;
 - 2. use, execute, and copy the Test and System Evaluation Software, internally, as necessary to test and evaluate the Licensed Software, Modified Licensed Software and developed hereunder for Licensee Products.
 - 3. distribute, through multiple tiers of distribution, the Licensed Software incorporated in Licensee Products, in executable binary form only. The Licensed Software shall never be distributed on a stand-alone basis.

3 License Restrictions

- a. The only right granted to the Licensee under this Agreement is the right to use the Licensed Software and accompanying documentation in accordance with this Agreement and the Associated Business Agreement. The Licensee does not receive or acquire any right, title, or interest to the Licensed Software, or to any applicable Intellectual Property Rights or trade secrets in excess hereof. The Licensee may not, except for what is expressly granted in section 2, modify, translate, copy, reproduce, reverse engineer, disassemble, decompile, decrypt or derive source code from the Licensed Software, any portion thereof or accompanying documentation, or use it as

a basis for the preparation of other software programs or derivative works, or use it in any manner that infringes the Intellectual Property Rights or other rights of RT-labs or any other party.

- b. The Licensed Software and accompanying documentation may not be transmitted or accessed electronically, including via the Internet or any device, rented, loaned, leased, sold, distributed, made available, directly or indirectly, for use by any other person or entity not covered by this Agreement and the Associated Business Agreement or otherwise transferred, transmitted, or used without authorization under this Agreement and the Associated Business Agreement.
- c. The Licensee agrees that it will not perform any actions that would require the Licensed Software or any derivative work thereof to be licensed under Open License Terms. This includes, without being exhaustive, the following measures:
 - 1. combining the Licensed Software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise;
 - 2. distributing the Licensed Software or a derivative work thereof with Open Source Software; or
 - 3. using Open Source Software to create a derivative work of the Licensed Software.

4 Delivery

The Licensed Software shall be delivered and installed to the Licensee in accordance with the terms of the Associated Business Agreement.

5 Violations of License Restrictions

If the Licensee violates the License Restrictions in section 3, RT-labs shall, even without proof of intent or negligence, be entitled to damages for all loss caused to RT-labs on account of the breach of the License Restrictions.

6 Term and Termination

- a. The term of this Agreement and the license granted hereby shall commence on the effective date of the Associated Business Agreement and shall continue in effect, unless terminated sooner as set forth in this Agreement.
- b. If a Party is in material breach of any of his obligations according to this Agreement, the other Party may terminate this Agreement with immediate effect. A party that fails to remedy a breach of contract within 15 days after receipt of a notice in writing, stating that the Agreement will otherwise

be terminated, or who suspends his payment or becomes insolvent, shall for the purpose of this clause always be deemed to be in material breach of contract.

- c. Licensee may terminate this Agreement anytime upon thirty (30) days prior written notice to RT-labs.
- d. Upon termination of this Agreement for any reason, Licensee shall promptly return all Licensed Software, related documentation and Confidential Information of RT-labs to RT-labs.

7 Confidentiality

- a. The Licensee agrees not to reveal to third parties confidential information, which the Licensee obtains from RT-labs or which arises during the use of the Licensed Software.
- b. Confidential information refers in this Agreement to any item of information – technical, commercial or of any other nature – regardless of whether or not such information has been documented, with the exception of:
 - 1. information, which is generally known or which becomes a matter of general knowledge in a manner other than through the Licensee's breach of the provisions of the agreement;
 - 2. information, which the Licensee can prove that he had possessed before he received it from the RT-labs;
 - 3. information, which the Licensee received or will receive from a third party when the Licensee does not have a duty of secrecy to such party.
- c. The Licensee agrees to ensure that his employees, consultants and board members do not disclose confidential information to third parties. The Licensee is thus under a duty to ensure that employees who can be expected to come into contact with information of a confidential nature are required to keep such information secret to the same extent that this agreement requires the Licensee himself to do so.

8 Warranty

- a. The Licensed Software is provided "AS IS" WITHOUT WARRANTY OF ANY KIND. RT-LABS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE PROVIDED HEREUNDER. RT-LABS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY WITH REGARD TO THE LICENSED SOFTWARE.

9 Limitation of Liability

- a. RT-labs liability is limited as follows:
 1. RT-labs is not liable for indirect losses, such as lost profits, diminished production, costs of retaining a consultant, costs of equipment and similar costs or losses.
 2. RT-labs total obligation to pay damages (including penalty for delay) in the case of breach of this Agreement is, in the absence of intent or gross negligence by RT-labs, limited to USD 20 000.
 3. RT-labs is not liable for the Licensee's loss of data.

10 Indemnification

- a. Licensee agrees to indemnify, hold harmless and defend RT-labs, its staff and suppliers to the full extent permitted by law against all claims, defence costs, judgments and other expenses arising directly or indirectly out of the Licensee's use or possession of the Licensed Software or on account of claims of:
 1. alleged infringement or violation of any Intellectual Property Rights with respect to the Licensee Products;
 2. any third party claims arising from the use of Licensee Products.
- b. Such indemnity shall extend to any fault or failure in the Licensed Software or related documentation to perform any particular test or to achieve a particular result or to comply with a particular specification.

11 General

- a. The provisions of sections 6 to 11 shall survive the termination of this Agreement.
- b. Notwithstanding anything to the contrary herein, this Agreement shall not be construed as conferring any license or right with respect to any trademark, logo, service mark, or trade or brand name of RT-labs or Licensee or any other name or mark, or contraction, abbreviation or simulation thereof.
- c. Neither Party is authorized to act for or on the behalf of the other Party under this Agreement, nor as an agent or legal representative of the other to create any obligation, express or implied, on behalf of the other. Each Party is an independent contractor, and no principal/agent, joint venture or partnership relationship is created between them by this Agreement.
- d. The Licensed Software may be subject to foreign export and import control laws and regulations. Licensee agrees to strictly comply with all applicable export laws and regulations.

- e. Only those amendments and additions to this Agreement that are made in writing and signed by the parties are valid.
- f. RT-labs may assign, transfer, or otherwise dispose of any or all of its rights and/or obligations under this Agreement.
- g. If any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the applicable Law of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- h. Any notice and other communication concerning application of the agreement to be given by a party under this Agreement shall be in the English language and deemed to be valid and effective if personally served on the other party or sent by registered prepaid mail or e-mail to the addresses stated in the Associated Business Agreement.
- i. This Agreement shall be governed by and construed in accordance with the laws of Sweden. All disputes, differences or questions with respect to any matter arising out of or relating to the Agreement shall be finally settled under the Rules of Arbitration of the Stockholm Chamber of Commerce, in Gothenburg, Sweden, by one (1) arbitrator appointed in accordance with the said Rules.