

## Attachment 4, op5 License terms and conditions

By the Agreement being signed by both parties the Supplier will grant license to utilize op5 developed software as specified in the price attachment.

### 1 License

#### 1.1 Grant of license

1.1.1 The Supplier hereby grants the customer a non-transferable and non-exclusive license to utilize op5 developed software, which are included as parts of the Software Packaging, for the established number of Nodes in the agreement.

#### 1.2 Utilization

1.2.1 "Utilization" refers to the right for the customer to utilize the op5 developed software, which are included as parts of the Software Packaging in a machine-readable form, to store, transfer and display the programs and to utilize the documentation, manuals and other material in a written form as a support for the utilization, and for the case, in which a Customer has obtained the source code in order to copy and utilize the source code with the purpose of making the modifications to the programs, which the Customer reasonably deems necessary in order for the Customer's functional demands to be met.

#### 1.2.2 The Customer

1.2.2.1 is not allowed, without op5's written consent, to copy the op5 developed software, which are a part of the Software Packaging or additional related documentation, manuals or other material, to another extent than what is reasonable required for this § 1.2 admitted utilization or for reserve or security purposes. op5's trade marking and other identifying or describing text shall be transferred to all copies or additional related documentation, manuals or other material and the Customer shall keep a record of the number of copies.

1.2.2.2 shall, prior to the Customer disposes of any storage medium, in which the op5 developed software, which are a part of the Software Packaging, have been stored, make certain that the programs are permanently destroyed or erased from the storage medium, in question.

1.2.2.3 is allowed, unless op5 has agreed in advance, in writing, to only utilize the op5 developed programs, which are a part of the Software Packaging or additional related documentation as support for the Customer's own operation. The Customer is not allowed, without op5's, in advance, agreed upon written consent, utilize the software or documentation in outsourcing or service agency operations;

1.2.2.4 is not allowed to lend or lease the op5 developed software, which are part of the Software Packaging or documentation, or with exception to what has been established in § 2.2, General Terms and Conditions, transfer its right to use without op5's written consent.

### 1.3 Number of Nodes

- 1.3.1 The number of Nodes is established in the acknowledgement of the order, which the Customer has a right to utilize the Software Packaging for, in accordance with what is established in these license terms and conditions.
- 1.3.2 In the case, the number of Nodes for the Customer exceed the agreed upon number, compensation for an additional license shall be rendered within 30 days from the day when the observation was made, in accordance with the Supplier's current valid terms and conditions. The Customer shall, once per calendar year, or upon the Supplier's request within 14 days, submit written information to the Supplier regarding the number of Nodes. The Customer is aware of that the Software Packaging includes software which verifies the number of Nodes.
- 1.3.3 The Supplier also owns the right to verify the actual number of Nodes.
- 1.3.4 In the case, where the control of the number of Nodes, performed by the Supplier, establishes that the number exceed the agreed upon Nodes, the Customer shall immediately render compensation for the established number of additional licenses, based on the current price list. Should the number of additional licenses exceed five percent (5%) of the number of agreed upon Nodes, the Customer shall also cover the Supplier's costs in connection with performed verification, in accordance with § 1.3.3.
- 1.3.5 If the number of users will be lower than the number of Nodes, which from one time to another time, is included in the Agreement, the Customer does not have the right to a reduction of the license fee.

### 1.4 Specific country edition

- 1.4.1 Unless otherwise stated, the licensed edition, of the op5 developed software, which are parts of the Software Packaging, only constitutes the English version.

### 1.5 New Versions of the Software Packaging

- 1.5.1 By entering into a separate maintenance agreement, the Customer owns the right to a special fee, the right to obtain new Versions of the Software Packaging for the agreed upon period in the mentioned maintenance agreement, as soon as the new Version is made generally available.

### 1.6 Delivery

- 1.6.1 After the signing of the Agreement by both parties, the Supplier shall immediately supply/make available a copy of the specified Software Packaging in the Acknowledgement of the order.

### 1.7 Guarantees

- 1.7.1 The Supplier guarantees that he/she is entitled to grant to those rights which are granted in these license terms and conditions.
- 1.7.2 The Supplier further guarantees that:
  - 1.7.2.1 the Software Packaging, on each delivery day, has the functionality which is stated by op5 in the current published op Product Fact Sheets and that,
  - 1.7.2.2 the Software Packaging is developed to operate in a technical environment, in accordance with what is stated in the applicable op5 Product Fact Sheet.
- 1.7.3 The guarantees, which are specified in § 1.7.1, are not valid if:
  - 1.7.3.1 The Software Packaging, or parts thereof, is utilized in a manner which deviates from the written information, manuals and other written material which the customer has received.
  - 1.7.3.2 The Software Packaging, or parts thereof, is changed, modified or converted by anyone else but the Supplier.
  - 1.7.3.3 The Software Packaging is utilized in a technical environment, other than what is stated in the applicable op5 Product Fact Sheet.
  - 1.7.3.4 Errors arise in other software, which are utilized in connection with the Software Packaging, resulting in that the Software Packaging, or parts thereof, do not function properly.
- 1.7.4 The parties agree that the Supplier's liability in regards to deviations from the guarantees in § 1.7.1 shall be limited to what is established in paragraph 1.8.1.
- 1.8 Infringement of third party rights
  - 1.8.1 Those op5 developed programs which are included in the Software Packaging and all the documentation which are received in conjunction thereof, are protected in accordance with Swedish and international copyright laws. Op5 Monitor, op5 LogServer and op5 Statistics and OP5 are registered trade marks. The Customer is not entitled to utilize, copy or change op5 Monitor, op5 LogServer and op5 Statistics, for other purposes than what is expressed in these license terms and conditions.

- 1.8.2 The Customer shall not perform "reverse engineering" or de-compile of those op5 developed software, which are included as parts of the Software Packaging, with exceptions for such "reverse engineering" and/or de-compiling which take place to the extent where the necessary information, in order to achieve co-operation between these software and other software (but only for this purpose and only to the extent where the necessary information has not been obtained from the Supplier after written request). Regardless of the above limitation, the Customer owns the rights to observe, examine and test the software's functions with the sole purpose of establishing ideas and principals which serve as a basis for these functions.
  
- 1.8.3 The Supplier is committing to represent the Customer during claims or other legal actions, which are based on allegations of infringements of patents or in copyright during utilization of the op5 developed software, which are included as parts of the Software Packaging, in accordance with these terms and conditions and the Supplier is responsible to compensate and hold the Customer non-liaible for costs and/or settlements which are awarded in such an infringement case or during mediation, on the condition, that;
  - 1.8.3.1 the Supplier is informed, immediately, in writing, of such lawsuit or claim against the Customer;
  - 1.8.3.2 that the Customer does not make any admissions which complicates or could complicate the defense.
  - 1.8.3.3 that the Customer ensures the Supplier complete control of the outcome of the lawsuit and of the negotiation of settlement or mediation in the case, as well as:
  - 1.8.3.4 that the Customer, in such a case, co-operates with the Supplier.
  
- 1.8.4 If the Customer is subject to, or if there is a risk, according to the Supplier, that the Customer could be subject to claims or legal actions, in accordance with above, the Supplier may, at their own expense and preference,
  - 1.8.4.1 ensure the Customer the right to continued utilization of the op5 developed software, which are included as parts of the Software Packaging or,
  - 1.8.4.2 perform exchanges or modifications in those op5 developed software, which are included as parts of the Software Packaging, so that infringements no longer exist, or,

- 1.8.4.3 if this if this is not possible, on conditions which are unreasonably burdensome for the Supplier, the Customer is responsible for, upon a written request by the Supplier and at the expense of the Supplier; return the part of the op5 developed software, which are included as parts of the Program package and additional pertaining documentation, manuals and other written material. The Supplier shall, in such cases, credit the Customer with amounts equivalent to the license fees, which the Customer has rendered for the returned part and for additional documentation, manuals and other written material.
- 1.8.5 If the Customer is caused significant inconvenience due to the infringement, the Customer is entitled to cancel the Agreement. In case of cancellation, the Customer has the right to demand compensation.
- 1.8.6 Notwithstanding the previous, the Supplier shall not be liable if the infringement is caused by:
  - 1.8.6.1 utilization of the op5 developed software, which are included as parts of the Software Packaging, with other software or equipment, if infringement otherwise should not be at hand
  - 1.8.6.2 modification of those op5 developed software, which are included as parts of the Software Packaging, which have not been performed by the Supplier, if infringement should not exist without such modification, or
  - 1.8.6.3 the Customer's failure to participate in exchanges or modifications in those op5 developed software, which are included as parts of the Software Packaging, in accordance with above, if infringement should not exist at the utilization of the most recent Release.
- 1.8.7 The parties agree that this § 1.9 comprehensively states the liability which the Supplier has, if the Software Packaging or parts thereof, or in additional pertaining documentation, manuals and other written material infringes upon third man's patent, copyright, confidential company information, or other intangible rights.
- 1.9 Termination of license
  - 1.9.1 Either party owns the right to, in writing, cancel the Agreement resulting in an immediate termination, in those cases where;
    - 1.9.1.1 the other party is guilty of a significant breach of contract given that the counterpart has not taken any legal actions (where it is possible) within reasonable time, however, no later than 90 days calculated from the day when the written notice of such breach of contract reached the counterpart, or

1.9.1.2 the other party makes the decision regarding application of composition, liquidation or is applying for liquidation.

1.9.2 In those cases where a cancellation, due to the Customer's breach of contract, in accordance with 1.9.1.1, or that the customer is subject to such implementation which is stated in 1.9.1.2, the Customer shall, as soon as it reasonably can take place after the cancellation, stop all continued utilization of those op5 developed software, which are included as parts of the Software Packaging and destroy all copies thereof. At the request by the Supplier, the Customer shall always confirm, in writing, that the Customer has fulfilled its commitment in accordance with this clause. However, if the license is cancelled due to a significant breach in contract by the Supplier, the Customer owns the right to continue to utilize those op5 developed software, which are included as parts of the Software Packaging, on these license terms and conditions, until the Customer has replaced the software with another software product, however at a maximum of twelve (12) months.

1.9.3 If cancellation takes place due to the Supplier's significant breach of contract, the Customer owns the right to demand claim from damages, with the limitations stated in § 8, General Terms and Conditions.

- Significant breach of contract shall be deemed to exist if, among other things:
- The Supplier, to a significant extent, fails in the fulfillment of the guarantees stated in § 1.7 above
- The Customer omits to render undisputed and matured debt, or
- the Customer utilizes or allows the utilization of the op5 developed software, which are included as parts of the Software Packaging, in violation with the terms in these terms and conditions.