

LICENSE, MAINTENANCE AND SUPPORT AGREEMENT FOR LOGTRADE BARLINK

In accordance with this license agreement (the “License Agreement”), LogTrade BarLink AB, Reg. Nr. 556659-9410, (the "Licensor") and the undersigned Licensee (the “Licensee”), the Licensee is entitled to use the software LogTrade Barlink (the “Software”), provided by LogTrade, on the terms and conditions set out in this License Agreement.

1 Grant of license

- 1.1 Subject to the terms and conditions of this License Agreement, the Licensor grants the Licensee, a non-exclusive, non-transferable one-year (1 year) license (the “License”) to use the Software solely for its own internal business purposes.
- 1.2 The Licensee shall provide access to the Software only to its authorized employees and to its independent contractors. The Licensee shall take all reasonable steps to protect the Software from unauthorized access, copying or use.

2 Delivery, Support and Maintenance

- 2.1 The Licensee shall, prior to delivery of the Software, supply the Licensor with correct information, including contact details, about the Licensee. The Licensee shall ensure that the information provided regarding the Licensee is correct and to kept up-to-date at all times.
- 2.2 The Licensor shall provide the Licensee with one copy of the Software, either via Internet or contained on a CD-ROM as decided by the Licensor in its sole discretion while taking due consideration to the Licensee’s preferences. The Software shall be delivered in machine readable object code only and in the start configuration which is set out in the Barlink Product Manual (the “Manual”), as of the day the License enters into force. The Software is delivered with a digital access key which is valid for a period of one (1) year.
- 2.3 Throughout the duration of this License Agreement, the Licensor may from time to time provide the Licensee with new versions, releases and/or updates of the Software.
- 2.4 **Definition:**

”Defect” refers to when the Product does not correspond with the specifications given in the Product Manual, which results in that the Product cannot be used or in an considerable limitation of the use of the Product.

”Repair of defect” refers to either a modification of or an addition of the Product to repair the defect or a procedure or routine, which when it is used in the Products standard use eliminates the practical negative effects of the defect for the Customer.



”Period of support” refers to the period of time for which the Customer has paid the Fee according to the License, Maintenance and Support agreement. The Period of Support commences once the Customer has signed the License-, Maintenance and Support agreement and additional time which follows a prolonging of this period.

”Maintenance release” refers to a following version of the Product which contains corrections after repairs of defects and/or Upgrades.

”Upgrades” refers to an alteration of the Product, which LogTrade supply in general during the Period of License, Maintenance and Support, which contains new or changed functions or which increases the Products capacity. An upgrade does not include supply of a new product, a new module or functions for which a certain specific fee is to be paid. If a question would rise whether a certain product constitutes an Upgrade or a new product or a new functionality will LogTrades interpretation be decisive, provided that LogTrade treat the new product as a new product or a new functionality towards users in general.

- 2.5 For the avoidance of any doubt, the development and/or distribution of any new Maintenance releases of the Software is in the sole discretion of the Licensor. Maintenance releases may be distributed via the Internet. Maintenance releases of the Software shall be deemed to be a part of the Software and shall be governed by this License Agreement.
- 2.6 The Licensee undertakes to promptly install any Maintenance releases distributed by the Licensor to the Licensee, unless otherwise agreed by the Licensor.
- 2.7 The obligation of the Licensor to provide Support is conditioned by:
- (a) The Licensee making every reasonable endeavor to solve any problem that arises in consultation with the Licensor,
 - (b) The Licensee providing necessary information or required facilities to enable the remedy of the problem, either at the Licensor’s location or by dial-up connection to the Licensee’s premises, including access to required personnel as well as the hardware and software used at the emergence of the problem, and also that
 - (c) The Licensor promptly installs all any Maintenance releases for the Software distributed by the Licensor.
- 2.8 The Licensor has no obligation to provide Support in the following situations:
- (a) The Software has been altered, modified or damaged by the Licensee (with the exception of alterations made under the direct guidance of the Licensor),
 - (b) The problem has arisen as a consequence of the Licensee’s act of negligence or due to a cause beyond the Licensor’s reasonable control,



(c) The problem has its cause in software provided by any third party and which has not been licensed through the Licensor,

(d) The Licensee has failed to install and implement new Maintenance releases for the Software, entailing that the version of the Software used by the Licensee is a version for which the Licensor no longer provides support,

(e) The Licensee has failed to pay License Fees due.

3 Use of Software and computer security

3.1 The Licensee undertakes not to use the Software in a manner which is not in compliance with the purpose of the Software. The Licensee may only use the Software for its own internal use. The Licensee shall comply with any reasonable instructions of the Licensor regarding the use of the Software.

3.2 The Licensor has taken reasonable precautions to ensure that the Licensee's computers will not be infected by software viruses, or the like, when using the Software. However, the Licensor cannot guarantee that damages cannot occur due to software viruses and the Licensee shall to take own precautions regarding the protection of its computers and computer-systems. The Licensee shall at all times when using the Software follow the any instructions given by the Licensor regarding computer security. The latest version of those provisions is set out in the Manual.

4 Price and payment

4.1 The Licensee shall pay the license fee to the Licensor in accordance with Appendix 1 (the "License Fee") as well as any fees for Support that the Licensor may charge from time to time. The Licensee understands and acknowledges that the Licensor may introduce or change any fees for Support at any time and without prior notification to the Licensee. Current fees, if any, for Support are available at the Licensor's web page (www.logtrade.com). The Licensee further understands and acknowledges that the Licensor is entitled to, in its sole discretion, change the License Fee at any time. The changed License Fee will become payable upon renewal of the License.

4.2 All fees are, except as otherwise provided herein, non-refundable. All fees are exclusive of VAT and all payment shall be due within thirty (30) days of the date of invoice. The Licensee has no right to use the Software if and for as long as the Licensee has not fully paid the License Fee or any other debts due to the Licensor. The Licensee acknowledges that the License Agreement will expire automatically and the digital access key will become invalid in case of failure by the Licensee to perform timely payment of the License Fee.

4.3 Complaint of an invoice shall be made to the Licensor within sixty (60) days from the date of the invoice. If the Licensee has not lodged a complaint within the stipulated time above, the Licensee shall be considered to have accepted the invoice. If the License is terminated the Licensee is not entitled to any refund of previous payments.

5 Intellectual Property

- 5.1 All intellectual property rights attributable to the Software and all intellectual property rights are the sole and exclusive property of the Licensor. The Licensee acquires no ownership or interest of any kind in the Software or any copies thereof. For all intents and purposes, the Licensor has and shall retain, all title, exclusive ownership rights and all intellectual property rights and other rights and interests in the Software, in the content thereof, and in any and all copies, modifications, alterations and enhancements to the Software, including any derivative works resulting therefrom. Nothing in this License Agreement shall be interpreted as the Licensor transferring any intellectual property right or grants any license except from what is explicitly stated. Except as expressly permitted by mandatory applicable law and this License Agreement, the Licensee agrees not to copy, duplicate, decompile, reverse engineer, disassemble, or otherwise discover, or to sublicense the Software, in whole or in part to a third party without the prior written approval of the Licensor
- 5.2 If the Software becomes or in the Licensor's opinion is likely to become the subject of a proceeding or claim of intellectual property rights infringement, the Licensor shall, at its option and expense: (i) obtain the right for the Licensee to continue using the Software in accordance with this Agreement (ii) replace or modify the Software so that it becomes non-infringing; or (iii) if the Licensor cannot reasonably obtain the remedies in (i) or (ii), terminate the License for the infringing Software, at which time the Licensee shall immediately return the infringing Software to the Licensor and this License shall terminate. The Licensee's sole remedy in respect thereof shall be the Licensor's obligation to refund the License Fee, pro rata, for any remaining period covered by a License Fee fully paid for by the Licensee in advance.
- 5.3 The Licensee shall defend and hold harmless the Licensor from any loss, liability, cost or expense related to any action brought against the Licensor, whether civil, criminal or administrative, arising from the Licensee's failure to use the Software in compliance with the terms of this License Agreement and/or any reasonable instructions from the Licensor.

6 Warranties

The Licensor warrants that the Software complies with the specification of the Manual. The Licensor disclaims all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. The Licensor shall have no liability or responsibility whatsoever with respect to third party software or hardware. The Licensor makes no warranty as to the adequacy or capacity of any hardware or third party software to gain some or all of the performance objectives of the Licensee.

7 Limited liability

- 7.1 The Licensor is not liable for direct or indirect damage to the Licensee, or any third party, which has occurred in connection with the Licensee's use of the Software, or faults or interruptions of the Software, or error in the information which is processed when using the Software.

7.2

Under any circumstances the Licensor's aggregated liability under this License Agreement shall in no event exceed the Licensees's annual License Fee, however in no case more than SEK 25,000. Any claim from Licensee against the Licensor shall be lodged immediately and in no event later than thirty (30) days from the date the Licensee received knowledge, or ought to have received knowledge, of the circumstance on which the claim is based. If the Licensee fails to lodge its complaint within the stipulated time the Licensee shall be deemed to have irrevocably waived the claim.

8 Term and termination

8.1

This Agreement enters into force on the signature date and shall remain in force for a period of one (1) year. This Agreement shall, subject to the Licensee's timely payment of the License Fee be automatically renewed for consecutive periods of one (1) year at a time, unless and until terminated by either Party, by giving the other Party at least three (3) months written notice prior to the renewal date of the Agreement, in which case the Agreement shall be terminated at the end of such period.

8.2

In the event of a failure by the Licensee to comply with any material obligation under this Agreement, and such non-compliance remains uncured for more than fifteen (15) days after receipt of written notice thereof, the Licensor may, in addition to any other rights available to it, terminate the License granted hereunder immediately upon written notice to the defaulting Party.

8.3

Upon termination of this Agreement for whatever reason, the Licensee shall immediately discontinue all use, destroy and delete all copies of the Software in its possession.

8.4

Termination of this Agreement shall not relieve the Licensee of its obligations to pay all fees that have accrued or otherwise are owed by the Licensee to the Licensor.

9 Confidentiality

The Licensee undertakes not to use or disclose any technical or financial information, trade secrets or other information which it may from time to time receive or obtain (orally, in writing, or in electronic form) as a result of entering into or performing its obligations pursuant to this License Agreement or otherwise, relating to the other Party unless (i) required to do so by law or pursuant to any order of court or other competent authority or tribunal or (ii) the information is disclosed to its professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed. If a Party is required, in circumstances contemplated by (i) to disclose any information, the disclosing Party shall use its reasonable endeavors to consult with the other Party prior to any such disclosure.

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Computer Safety

The Licensor has taken reasonable precautions to ensure that the Licensee's computers will not be infected by software viruses, or the like, when using the



Software. However, the Licensor cannot guarantee that damages cannot occur due to software viruses and the Licensee shall to take own precautions regarding the protection of its computers and computer-systems. The Licensee shall at all times when using the Software follow the provisions regarding computer safety.

11 Force Majeure

If the Licensor fails to perform a contractual duty due to an impediment beyond its reasonable control and it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of conclusion of the contract and it could not reasonably have avoided or overcome the effects of the impediment, the Licensor is relieved from its duty to perform its obligations under the contract during the length of time required to overcome the effects of any such impediment. Should the performance be postponed according to this clause during a period exceeding ninety (90) days, the Licensee shall be entitled to terminate this License Agreement. The Licensor shall not be liable for damage or loss to the other party caused by performance being postponed or terminated as a result of this clause. If the Licensor wishes to avail itself of the aforesaid rights it shall give the other party timely notice in writing.

12 Change of conditions

The Licensor has the right to amend the License Agreement provided that the Licensor has informed the Licensee of such amendments no later than three (3) months before such amendment of the License Agreement takes effect. In case the Licensee does not accept the amendment of the License Agreement, the Licensee has the right to, before the amended conditions take effect, cancel the agreement as of the date of effectuation of the amended License Agreement.

13 Miscellaneous

13.1 The License Agreement constitutes the entire agreement between the parties regarding the Licensee's use of the Software. Amendments of or additions to the License or these General Conditions shall be in writing and signed by duly authorized representatives of the parties.

13.2 Notifications and information to the Licensee may be transmitted via letters, e-mail or facsimile. Notifications from the Licensor to the Licensee is to be sent to the e-mail address or the mailing address the Licensee has stated in this License Agreement. Notifications from the Licensee to the Licensor may be sent via the headline "Contact" at the Homepage or to the e-mail address or mailing address of the Licensor stated at the entering into of the License. If, according to this License Agreement, a written notification is required from a party, letters, e-mail and facsimile shall be regarded as a notice in writing. A notification sent by mail shall be regarded as having been received by the other party three days after it is being sent if the letter has been sent within Sweden and five days if the letter has been sent from abroad. A notification sent by electronic mail or facsimile shall be regarded as having been received by the other party at the latest one day after it being sent.

13.3 In no event shall any delay, failure or omission of a party in enforcing, exercising or pursuing any right, claim or remedy under this License Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

13.4 The License Agreement may not be transferred to any third party without prior written consent from the other party. However, the Licensor may transfer the License Agreement to an affiliated company or to any other third party in connection with the acquisition of the Licensor's business. The Licensor may engage subcontractors to perform its obligations in accordance with the License.

14 Governing law and disputes

14.1 This License Agreement shall be 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 administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The place of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. Notwithstanding this, the Licensor shall have the right to initiate proceedings regarding unpaid fees, to seek temporary injunctions or otherwise to pursue its ownership and intellectual property rights pertaining to the Software in any court of relevant jurisdiction.

14.2 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.