

# SET CONNECT INTEGRATION TOOL SOFTWARE LICENSE AGREEMENT

## RECITALS

- A. Set Connect is a company that, among other things, develops and markets a software system called Set Connect Integration Tool. Set Connect Integration Tool is a file- or time-triggered workflow-management tool;
- B. Company is a company that wishes to license the Set Connect Integration Tool software (as defined below) for its internal use;

**IN CONSIDERATION** of the mutual covenants and agreements herein contained, Company and Set Connect agree as follows:

## 1. DEFINITIONS

1.1 In this Agreement:

- 1.1.1 “Agreement” means this agreement entitled “Set Connect Integration Tool Software License Agreement” including any schedules attached hereto;
- 1.1.2 “License Term” means the period specified in article 6, as renewed or extended, or as earlier terminated in accordance with the terms and conditions of this Agreement;
- 1.1.3 “the Set Connect Integration Tool Software” means the computer software as specified in Schedule A in object code format, the User Documentation, and any updates, derivatives, improvements, translations, adaptations, alterations, revisions, customizations, extensions, changes, enhancements or modifications thereto that may be provided by Set Connect to Company pursuant to this Agreement; and
- 1.1.4 “User Documentation” means the explanatory user materials supplied by Set Connect with the Set Connect Integration Tool Software in paper and/or electronic form and updates thereto delivered by Set Connect.

## 2. LICENSE GRANT AND DELIVERY

### 2.1 General Grant

Subject to the terms and conditions of this Agreement, Set Connect grants to Company the non-exclusive, non-transferable, personal, limited and restricted license to use the Set Connect Integration Tool Software during the License Term solely in accordance with the terms and conditions of this Agreement. Company’s

right to use the Set Connect Integration Tool Software shall solely amount to the right to load and operate the Set Connect Integration Tool Software for the purpose of control- and administrate the workflow in the company systems

## 2.2 Restrictions

Except as expressly authorized under this Agreement, to the greatest extent permissible by applicable law, Company shall not, without Set Connects prior written consent (which may be withheld in Set Connects sole discretion):

- a) sublease, lease, assign, sell, resell, license, sublicense, distribute, rent, export, re-export, permit concurrent use of or grant other rights in or to the Set Connect Integration Tool Software;
- b) transfer this Agreement or any license to use the Set Connect Integration Tool Software;
- c) translate, reverse engineer, modify, adapt, create derivative works, decompile, merge, separate or disassemble any part of the Set Connect Integration Tool Software; or
- d) disclose the results of any benchmark test of the Set Connect Integration Tool Software to any third party, without Set Connects prior written approval.

## 2.3 Interoperability

Set Connect will make available to Company, at Company's request and expense, information to which Company is entitled by law to receive for interoperability purposes and which could otherwise only be obtained by decompiling or disassembling the Set Connect Integration Tool Software.

## 2.4 Copies

Company shall not make or allow to be made any copies of the Set Connect Integration Tool Software except one copy for backup purposes and any copies that have been approved, in advance, in writing, by Set Connect.

## 2.5 Delivery and installation

Set Connect shall deliver the Set Connect Integration Tool Software to the Company and install the software at the Company's. The time schedule and other details for installation are set out in Schedule A.

The Company shall pay an installation fee as set out in Schedule A.

The Set Connect Integration Tool Software is provided on an "as is" basis, i.e. without any representations, warranties or conditions of any kind, whether express or implied, including without limitation implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, performance or durability, all of

which are hereby disclaimed by Set Connect to the fullest extent permitted by law. The operation of the software may be affected by numerous factors beyond the control of Set Connect and Set Connect disclaims any and all liability regarding such matters to the fullest extent permitted by law.

### **3. MAINTENANCE**

Provided that the Company pays in full a) the initial license fee as set out in Schedule A and b) the annual license fee as set out in Schedule A, Set Connect shall provide the Company with new versions of the Set Connect Integration Tool Software if and when such versions become available. Depending on urgency, new versions shall be made available in a manner and at a time to be determined by Set Connect.

Set Connect does not guarantee that the software or any new version thereof will work without interruption or errors or that all errors will be remedied.

### **4. COMPANY'S USAGE RESPONSIBILITIES**

#### **4.1 Acknowledgements**

Company acknowledges that the results of the Set Connect Integration Tool Software depend on the data provided by Company for use with the Set Connect Integration Tool Software (the "Data"). Company shall bear full responsibility for the accuracy and legality of the Data used with the Set Connect Integration Tool Software from time to time and for the manner in which the Data is being used. Company acknowledges that any analyses performed by the Set Connect Integration Tool Software are derived from the Data.

#### **4.2 Warranties**

Company represents and warrants that any Data supplied by Company for use with the Set Connect Integration Tool Software is complete and accurate and in accordance with at least the minimum standards required by applicable laws and will be continuously maintained by Company to retain its accuracy. Company represents and warrants that it will use authorized personnel when using the Set Connect Integration Tool Software. Company shall indemnify and hold harmless Set Connect from any costs, liabilities or damages derived from a breach of Company's representations and warranties herein and from any third party claims relating to the use of the Set Connect Integration Tool Software by Company other than infringement claims to the extent based on the Set Connect Integration Tool Software as delivered by Set Connect. Set Connect agrees to give prompt notice of any claims to Company, the right to defend and settle any claim, and reasonable assistance in the defence and settlement of the claim at Company's expense.

#### **4.3 Ownership**

Company and its licensors shall retain all right, title and interest in the Data.

#### 4.4 Modifications

Company shall not modify or remove any warnings, instructions or limitations specified in the Set Connect Integration Tool Software. Company shall indemnify and hold harmless Set Connect for any costs, liabilities or damages derived from any modifications and/or removals by Company.

#### 4.5 Contact

Company agrees to appoint a person for this Agreement who shall be the contact person for all issues relating to this Agreement and to direct all questions relating to this Agreement to Set Connect through this contact person.

### 5. **FEES AND PAYMENT**

#### 5.1 Fees

Company agrees to pay the fees specified in Schedule A. All prices shall be exclusive of sales tax (VAT) and other levies imposed by the authorities.

#### 5.2 Payment terms

All invoices shall be paid by Company in accordance with the terms of payment set forth on the invoice. Failing any specific terms, Company shall pay within thirty (30) days from the invoice date.

In the event that Company fails to pay the amounts due within the agreed period, legal interest shall be due by Company on the outstanding amount. Should Company, after notice of default, fail to settle the claim the Company shall be liable to pay in full, in addition to the amount then due, any legal and non-legal expenses relating to the collection of the claim.

Company acknowledges that Company has no rights under this Agreement during any term not fully paid for.

### 6. **TERM AND TERMINATION**

#### 6.1 Term

This Agreement shall become effective when executed by both parties and shall remain in force for an initial period of three (3) years (“the License Term”). After the expire of the License Term the Agreement shall be automatically renewed for successive renewal terms of one (1) year unless either party gives the other party

written notice of termination at least six (6) months prior to the end of the initial term or any renewal term.

## 6.2 Termination

This Agreement will terminate on the earlier of:

- a) expiry of the License Term, as renewed or extended, if notice of termination has been given in accordance with Article 6.1;
- b) immediately upon written notice by one party where the other party has breached any material term or condition of this Agreement where such breach is incapable of cure or otherwise on the thirtieth (30th) day after one party gives the other written notice of a breach by the other of any material term or condition of this Agreement unless such breach is cured before that day;
- c) to the greatest extent permitted by applicable law, written notice of termination by Set Connect to Company in the event Company: (A) commits an act of bankruptcy; (B) seeks an arrangement or compromise with its creditors under any statute or otherwise; (C) is subject to proceedings in bankruptcy, receivership, liquidation or insolvency and same is not dismissed within ninety (90) days; (D) makes an assignment for the benefit of the creditors; (E) admits in writing its inability to pay its debts as they mature; or (F) ceases to function as a going concern or to conduct its operations in the normal course of business;
- d) written notice of termination by Set Connect in case the Company becomes owned or controlled by any person or entity who is not a party to this Agreement or in case of an amalgamation, acquisition or merger of Company with such person or entity, or in case of assignment of this Agreement by Company;
- e) written notice of termination by one party if the other party is convicted of any criminal or quasi-criminal offense.

## 6.3 Effect of Termination

Upon termination of this Agreement:

- a) Company shall make all payments due hereunder within thirty (30) days of termination;
- b) Company shall immediately cease to use the Set Connect Integration Tool Software;
- c) Company shall return to Set Connect or destroy all copies of the Set Connect Integration Tool Software and Set Connect Confidential Information in its possession or under its control and provide evidence satisfactory to Set

Connect that all such copies have been returned or destroyed including written certification by an officer of Company.

- d) Termination hereunder shall be without prejudice to any other right or remedy to which either party may be entitled hereunder in law. Set Connect shall not be liable, by reason of any termination, for compensation, reimbursement, or damages on account of loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments whatsoever in connection with the business or goodwill of Company.

## **7. SET CONNECT INTEGRATION TOOL SOFTWARE OWNERSHIP**

### **7.1 Title**

The Set Connect Integration Tool Software is licensed, not sold. Company hereby acknowledges and agrees that all right, title and interest in and to the Set Connect Integration Tool Software shall belong to Set Connect or its licensors and that Company's only rights thereto shall be as explicitly stated herein. Set Connect has and reserves the exclusive, world-wide right in perpetuity to protect the Set Connect Integration Tool Software. Company acknowledges that title to the media upon which the Set Connect Integration Tool Software is supplied remains with Set Connect. Set Connect reserves any right to the Set Connect Integration Tool Software not expressly granted in this Agreement.

### **7.2 Notices**

Company shall ensure that all copyright, patent, proprietary and trade secret notices of Set Connect will remain on the Set Connect Integration Tool Software in any form. The use of a copyright notice on the Set Connect Integration Tool Software shall not be taken to indicate that they have been published.

## **8. CONFIDENTIALITY**

### **8.1 Definition**

The parties acknowledge that one party ("Receiving Party") may receive confidential and/or proprietary information relating to the business of the other party ("Disclosing Party") or its licensors, including without limitation documentation, designs, presentations, drawings, schematics, software tools, software, user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, source code, computer programming, techniques, algorithms, processes, customer lists, technical and marketing information, know-how and/or trade secrets, which is identified as confidential and/or proprietary at the time of disclosure or that a reasonable person would consider, from the nature of the information or circumstances of disclosure, to be confidential and/or proprietary (the "Confidential Information"). The parties will only use such Confidential Information

in the performance of this Agreement and will not disclose any such Confidential Information to any other person unless such disclosure is authorized by the other party in writing. Set Connect Confidential Information shall be deemed to include, regardless of marking, the Set Connect Integration Tool Software, the User Documentation, any unannounced software(s) or service(s) of Set Connect, and the terms, conditions and subject matter of this Agreement and any related contract documents. As soon as practicable, Receiving Party shall notify disclosing party of any breach of this Agreement.

## 8.2 Restrictions

Receiving Party shall not transmit, maintain, remanufacture or duplicate all, or any part of, the Confidential Information except in accordance with the terms and conditions of this Agreement. Receiving Party shall be directly liable for the acts or omissions of its employees with respect to such confidentiality obligations. Receiving Party agrees to segregate all such Confidential Information from the confidential information of others in order to prevent commingling. Receiving Party agrees to protect the Confidential Information with at least the same degree of care it uses to protect its own trade secrets and proprietary information but no less than reasonable care.

## 8.3 Exclusions

The confidentiality obligations of the parties under this Agreement shall not apply to Confidential Information which:

- a) at the time of disclosure is within the public domain, other than through a breach of this Agreement;
- b) after disclosure becomes readily and lawfully available to the industry or the public, other than through a breach of this Agreement;
- c) Receiving Party can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Confidential Information by Disclosing Party;
- d) Receiving Party can establish, by documented and competent evidence, was independently developed by the Receiving Party; or
- e) is approved, in advance in writing by Disclosing Party, for disclosure.

## 8.4 Compelled Disclosure

In the event that the Receiving Party is requested pursuant to legal process to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with notice to such effect, and at the request of the Disclosing Party will co-operate with the Disclosing Party in seeking relief against the disclosure of such Confidential Information. In the event that through legal

process the Receiving Party is obligated to disclose any Confidential Information, the Receiving Party may do so without breaching the terms of this Agreement, provided that the Receiving Party furnishes only that portion of the Confidential Information that it is legally required so to do.

#### 8.5 Equitable Remedies

Company acknowledges that disclosure or use of the Confidential Information, including the Set Connect Integration Tool Software, contrary to this Agreement will cause Set Connect irreparable harm for which damages would not be an adequate remedy and further acknowledges that in addition to any other remedies that may be available to Set Connect at law, Set Connect may apply for all available equitable relief including injunctive relief.

#### 8.6 SET CONNECT INTEGRATION TOOL Software

The Set Connect Integration Tool Software shall be accessible only to those employees of Company with a need for such access to perform their duties with respect to performing the control of passengers permitted by this Agreement. Employees having such access shall be specifically advised by Company of the confidentiality of Set Connect Integration Tool Software.

### 9. **LIMITED LIABILITY**

#### 9.1 Limitation

The entire risk, as to the results and performance of the Set Connect Integration Tool Software is assumed by Company. To the greatest extent permissible by applicable law, in no event, under no circumstances and under no legal theory, tort (including strict liability and negligence), contract or otherwise, shall Set Connect and/or its affiliates and/or subsidiaries, including their respective officers, directors, employees and/or licensors, be liable to Company or any other person or entity for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any other indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, even if advised of the possibility of such damages or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental breach or a breach of the fundamental terms of this Agreement.

#### 9.2 Maximum liability

To the greatest extent permissible by applicable law, the maximum aggregate liability of Set Connect and its affiliates and subsidiaries, including their respective officers, directors, employees and licensors, in any connection with this Agreement or the Set Connect Integration Tool Software, whether in tort (including strict liability and negligence), contract or otherwise shall not exceed the license fees paid by Company for the Set Connect Integration Tool Software during the year in which



the claim arose.

9.3 Gross negligence or wilful misconduct

The foregoing limitations on liability do not apply to any claim by Company under this Agreement caused by Set Connects gross negligence or wilful misconduct.

**10. ARBITRATION AND APPLICABLE LAW**

10.1 Disputes

Any dispute or claim arising out of or in connection with this Agreement shall be finally settled by public court where the supplier is established.

10.2 Applicable law

This Agreement is governed by Swedish Law.

**11. ASSIGNMENT & SUB-LICENSE**

Company may not transfer or assign this Agreement without the prior written consent of Set Connect, which shall not be unreasonably withheld. The parties agree that Set Connect is hereby entitled to assign, subcontract and/or transfer all or part of its rights and obligations under this Agreement to any third party. A change in control of Company shall be deemed an assignment hereunder.

**12. ENTIRE AGREEMENT**

This Agreement (including the Schedules) is the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties relating to such subject matter. No change, modification, supplement or amendment of this Agreement shall be valid or binding unless executed in writing by both parties.

**13. PUBLICATION**

Company consents to publication of its name by Set Connect as an end user of the Set Connect Integration Tool Software in a factual listing of Set Connects customers to be published within presentations, on trade show signs and on its Web site. Set Connect will seek Company's prior written authorization for use of Company's name for promotional activities beyond the above-mentioned, which may include press releases and brochures.

#### **14. WAIVER**

No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

#### **15. AUDIT**

Company agrees to provide Set Connect access to the facilities and the Set Connect Integration Tool Software including any copies in order to verify that the Set Connect Integration Tool Software is used in accordance with this Agreement. Company agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under this Agreement. Set Connect may, at its expense, appoint an independent third party to audit no more than once annually Company's use of the Set Connect Integration Tool Software hereunder. Any such audit shall be conducted during regular business hours at Company's offices and shall not unreasonably interfere with Company's business activities.

#### **16. GENERAL**

##### **16.1 Independent Contractor**

The parties to this Agreement are independent contractors. No relationship of principal to agent, master or servant, employer to employee or franchiser to franchisee is established hereby between the parties. Neither party has the authority to, nor shall either party, bind the other or incur any obligation on behalf of the other.

##### **16.2 Non-compete**

The parties agree that neither of them shall for the duration of this Agreement and for a term of one (1) year thereafter, solicit, employ or contract the services of any person who is or was employed or engaged by the other party at any time to complete the work under this Agreement.

##### **16.3 Survival**

Articles 1, 2.2, 4, 5, 6.3 and 7 through to and including 16 shall survive the expiration of this Agreement or termination of this Agreement by either party for any reason. Termination shall be without prejudice to any other right or remedy to which

either party may be entitled under this Agreement, or in law.

16.4 Force Majeure

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party.

16.5 Notices

All notices of any kind shall be in writing and may be served personally or by registered or certified mail or by courier service, or by facsimile with proof of receipt to the addresses noted herein. Notice delivered personally or by courier shall be effective when delivered, notice by facsimile shall be effective when transmitted, and notice sent by registered or certified mail will be deemed effective on the fifth day following mailing.

16.6 Severance

Should any provision or part of any provision of this Agreement be found illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part thereof, shall be read down to the extent necessary to ensure that such provision, or part thereof is not illegal, invalid or unenforceable but, if that is not possible, such provision, or part thereof, shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect.

16.7 Execution of Agreement

This Agreement may be executed and delivered by facsimile and in counterparts, and shall be considered as original and whole if so executed and delivered.

16.8 Interpretation

In this Agreement, unless a contrary intention appears:

- a) the terms, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular portion hereof and include any agreement supplemental hereto;
- b) words importing a singular number only shall include the plural and vice versa;
- c) the term “including” means “including without limitation”;
- d) other grammatical forms of defined words or expressions have corresponding meanings;
- e) a reference to a section, document or agreement, including this Agreement, includes a reference to that section, document or agreement as amended from time to time, as permitted hereunder; and
- f) the division of this Agreement into sections and the insertion of headings are

for convenient reference only, and shall affect neither the construction nor the interpretation of this Agreement.

16.9 Cumulative Remedies

Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either party at law are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law, neither asserting a right or employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.