

General Commercial Terms and Conditions for licensing of software

These General Terms and Conditions shall apply to all Software Products received from PipeChain Networks AB (hereinafter referred to as PipeChain) in addition to such terms and conditions as stipulated in the parties' Agreement.

Business Terms & Conditions

1. Ordering: Ordering shall be in writing on the order document attached. The order will come into effect when PipeChain has received the signed order and returned the signed verification to the customer.

2. Delivery Period: In accordance with Agreement.

3. Delivery Terms: Free Gothenburg.

4. Terms of Payment: Unless otherwise stated, 100% of all licensing fees are invoiced at ordering, irrespective of time schedule for implementation and commissioning. Working hours is debited by running account, 30 days net.

5. Guarantee Period, Hardware: 1 year from true day of delivery.

6. Licensing Agreement: The customer undertakes to follow the provisions as set out in the PipeChain Licensing Agreement (see separate supplement).

7. Support and Maintenance Agreement: The extent of the Support and Maintenance Agreement and prices are included in a separate supplement.

8. Documentation: Technical software documentation and user guides are included in the price.

9. Consultancy Work: Consultancy work consists of project management, feasibility studies, preparations, program installation, configurations, data protocol, system integration, commissioning, testing, documentation, coordination with system suppliers or consultants, communications partners, telecommunication operators and on-site staff training, etc. All consultancy work is debited on a running account for each hour commenced, unless otherwise agreed.

10. Consultancy Work Terms & Conditions: Time estimates for carrying out the project are only preliminary estimates based on experiences of similar projects. The actual debited time compared to estimated time can vary depending on unforeseen circumstances or circumstances beyond our control, e.g. if the conditions prevailing prove to be less optimal than expected when tendering the offer. A fixed-price assignment also demands optimal on-site circumstances and conditions.

Extra work that arises due to the following circumstances is not included in any time estimate or fixed-price assignment.

a. Pre and post processes for managing information surrounding the proposed solution must be established in advance. If the processes concerned are unclear or are altered during the course of the project, extra work will be fully invoiced.

b. EDI and in-house format must be established in advance (if format specification is not included in our assignment), which also depends on if the management systems (e.g. MRP, ERP systems) can handle the data required for an integrated solution. If the data format concerned is unclear or is altered during the course of the project, extra work will be fully invoiced.

c. Customers and suppliers of the management systems concerned (e.g. MRP, ERP systems) should already possess knowledge of the main processes affected by the proposed solution, e.g. handling order and invoice flows, in and/or deliveries, transport and distribution of physical goods, etc. Extra work caused by lack of knowledge regarding the processes concerned will be regarded as training and be fully invoiced.

d. Management systems (e.g. MRP, ERP systems) are expected to be able to handle and/or create the information required for the proposed solution. Moreover, the supplier of the management system is expected to possess adequate knowledge of how data is generated and/or handled in the management system in order for the proposed solution to be implemented. Extra work caused by the management system needing to be adapted or because the supplier of the management system does not possess adequate knowledge of the processes concerned will be fully invoiced.

e. The customer's system environment must fulfil the system requirements for the proposed solution. Extra work caused by faults or problems in the hardware, operative system, network or similar is not included in a time estimate or fixed-price assignment.

The customer will be invoiced for all work, unless otherwise agreed.

11. Hourly Fees: PipeChain applies the following categories of resources and hourly rates, which are invoiced according to the, for the time, current price list.

a. Project Management

b. Consultation, system coordination, preparations, installation and training

c. Travelling time, 80% of current hourly fee. Travel expenses such as travel costs, hotel, expense allowances etc. are invoiced according to actual costs.

12. Additional Fees: Overtime ordered by the customer will be debited with the following addition to the hourly fee: For overtime weekdays with no public holidays 06.00 – 08.00 and 17.00 – 19.00 the current hourly fee + an increment of 50% is debited. For overtime weekdays 19.00 – 06.00 and weekends the current hourly fee + an increment of 100% is debited. Allowances are debited in accordance with current

government norms. Actual cost for travel and accommodation (tickets, hotels, car hire etc.) is debited in its entirety. Mileage allowance is debited with SEK 30 for 10 kilometres for round trips that exceed 100 km.

13. Other Costs: The prices do not include statutory Value Added Tax and other taxes and duties. All prices are in Swedish kronor (SEK).

PipeChain reserves the right to freely assign its rights and obligations according to this agreement to companies belonging to the group in which PipeChain Networks AB, reg. no. 556619-0624, is included. The concepts of “group” and “parent” shall thereby have the definition according to the Companies Act (SFS 2005:551).

LICENSING AGREEMENT

These General Terms and Conditions shall apply to all Software Products received from PipeChain Networks AB (hereinafter referred to as PipeChain) in addition to such terms and conditions as stipulated in the parties' Agreement.

LICENSING AGREEMENT

This Software Product is protected by copyright laws and international copyright treaties and conventions and other laws and conventions for the protection of industrial property. The Software Product is not sold, it is licensed.

1. Grant of licence

This Licensing Agreement grants the end-user the following rights:

- System application

The Licensee has the right to install and use one copy of the Software Product on a personal computer. If the Software Product grants that said personal computer can function as a network server then an unlimited number of computers or workstations may have access to the Software Product.

- Storing/Network use

The Licensee also has the right to install one copy of the Software Product on a storage unit, i.e. a network server, which is only used for backup or filing. The Licensee also has the right to use the Software Product on other computers via a network or via Intranet/Internet. If a limited number of users has been agreed upon in this Agreement then this is made clear in the order confirmation that follows this Agreement. This limitation must not be exceeded under any circumstances.

2. Miscellaneous rights and restrictions

- Reverse Engineering, decompilation, etc.

With the exception of that valid under binding law, the Licensee does not own the right to change, decompile or in any other way use the Software Product for commercial purposes.

- Dividing up components

The Software Product is licensed as a single product. Its components must not be divided up for use on more than one computer.

- Hiring out etc.

The Licensee does not have the right to loan, hire or lease out the Software Product.

- Transfer

The Licensee does not have the right to transfer their rights in accordance with this Licensing Agreement without prior written consent from PipeChain. Transfer is only permitted if the Licensee does not retain any copies of the Software Product. On transferring, the Licensee shall transfer the entire Software Program (including all components, media, published material, any upgrades, this Licensing Agreement and, where applicable, evidence of authenticity) and the recipient shall be bound by the provisions as laid down in this Licensing Agreement. If the Software Product is an upgrade, the transfer must comprise of all previous versions of the Software Product.

- Termination

PipeChain reserves the right to terminate this Licensing Agreement with immediate effect should the Licensee violate any of the terms and conditions of this Licensing Agreement. In which case the Licensee must destroy all copies of the Software Product and all its components.

- On termination, the customer does not have the right to any repayment of fees paid.

3. Guarantees

The guarantees supplied with the Software Program are only valid on condition they are used together with software as instructed on delivery.

4. Upgrades

This Licensing Agreement is also valid in its entirety for any upgrade of the Software Product

5. Copyright

Right of ownership and copyright to the Software Product (including, but without restriction to, reproductions, photographs, animations, video, audio, music, text and accompanying programs/applications as part of the Software Product), accompanying material and any copies of the Software Product is owned by PipeChain. The Software Product is protected by copyright laws and international copyright treaties and conventions. The Licensee must therefore treat the Software Product in the same way as any other copyright-protected material. The Licensee does though have the right to either a) produce a copy for backup or filing purposes or b) install the Software Program on a personal computer on condition that the Licensee retains the original for backup or filing purposes only. The Licensee does not have the right to copy the written material included with the Software Product.

6. Double storage media

The Licensee can store the Software Program on more than one medium. Irrespective of type or size of media the Licensee processes he/she only has the right to use a media suitable for the Licensee's personal computers. The Licensee does not have the right to use or install other media on another computer. The Licensee does not have the right to loan out, hire out, lease out or in any other way transfer other media to another user than that which makes up a complete transfer of the Software Product in accordance with that specified above.

WITH REGARD GUARANTEES AND THE SPECIAL REGULATIONS APPLICABLE IN SWEDEN, PLEASE REFER TO THE GUARANTEE PROVISIONS

INCLUDED IN THE WRITTEN MATERIAL SUPPLIED WITH THE SOFTWARE PRODUCT.

This Licensing Agreement is attached to the order confirmation and is assigned to the legal person who has signed the Agreement on behalf of the authorised signatory.

The number of user licences is specified in this order confirmation.