

LICENCE AGREEMENT

I. Recital

Upon supply of Scienta Omicron licensed products, including but not limited to instruments, (hereinafter Licensed Products) containing and/or consisting of software products (hereinafter Software Products), regardless of whether such Software Products are included in Scienta Omicron Licensed Products or are delivered separately, Scienta Omicron, grants a non-exclusive licence to the buyer (the "Buyer") of the Licensed Product to be able to use the Software Products. Software Products consist of Scienta Omicron's software products, of which Scienta Omicron is the owner of the intellectual property rights ("Scienta Omicron Programs"), and software products licensed by a third party, of which a third party is the owner of the intellectual property rights ("Third Party Programs").

If the Buyer, after purchase of a Licensed Product, starts to use such mentioned Software Product, such start means an acceptance of this license agreement and its terms and conditions. The starting day will be the first day of the twelve months term of this license agreement. The agreement can be renewed every twelfth months in accordance with section 5 below.

2. Right and Title to the Software

Scienta Omicron Programs

Subject to the limitations below, the Buyer of the Licensed Product is granted a perpetual non-exclusive licence to use the Scienta Omicron Programs for the purpose(s) for which the Scienta Omicron Programs is/are intended.

Scienta Omicron Programs that is/are delivered incorporated into a Licensed Product may only be used together with and may not be separated from such Licensed Product.

The Buyer shall have a right to make one copy in machine-readable form of each Scienta Omicron Program. Such copy may only be used for back-up purposes and shall contain the same copyright information as the original. Except to the extent otherwise is provided in mandatory law or provided elsewhere in this Agreement, the Buyer may not make copies of the Scienta Omicron Programs.

Except to the extent otherwise is provided in mandatory law, the Buyer may not modify, decompile, reverse engineer, disassemble or otherwise discover the Scienta Omicron Programs, in whole or in part.

The Buyer may not remove and/or obscure any copyright notices or proprietary legends contained within the Scienta Omicron Programs.

THE BUYER MAY NOT TRANSFER OR ASSIGN IT'S RIGHT TO USE THE SOFTWARE PRODUCTS AND/OR SCIENTA OMICRON LICENSED PRODUCTS CONTAINING SCIENTA-OMICRON PROGRAMS WITHOUT SCIENTA OMICRON'S WRITTEN PERMISSION. If the Buyer intends to sell or in any other way assign or transfer the ownership of the Software Products and/or a Licensed Product containing Scienta Omicron Programs, the Buyer must contact Scienta Omicron and ask for Scienta Omicron's written approval to sell or transfer the Software Products and/or the Licensed Product to a new buyer. Scienta Omicron may, at its own discretion decide on the permission for such sales or transfer, which shall not be unreasonably refused or delayed.

Scienta Omicron shall remain the owner of all intellectual property rights in and to the Scienta Omicron Programs.

The Buyer is aware of the fact that information and data, for example personal data, will be transferred by the Internet and that the information and data might be traced. No information related to measurements and/or measurement results will be transferred. Scienta Omicron will not process any personal data that could be part of such information and data.

Scienta Omicron shall indemnify and hold harmless the Buyer from damages and costs suffered or incurred by Buyer due to a final judgement or decision by a competent court of law or as a result of an agreed settlement provided that the judgment, decision or settlement is a result of an infringement of any third party patent, copyright or other intellectual property right caused by the Buyer's legitimate use of the Scienta Omicron Programs, as agreed under this Agreement. Scienta Omicron's liability for and obligation to indemnify the Buyer from such damages and costs shall be subject to (i) that Scienta Omicron is notified in writing without reasonable delay of any claim brought against the Buyer in respect of such actual or claimed infringement and (ii) that Scienta Omicron is given sole control over the defence against such claims and over the settlement negotiations and final content of the settlement.

If an infringement, for which Scienta Omicron shall be liable, is finally found by a competent court of law to exist or if such infringement, in Scienta Omicron's sole opinion, is likely to exist, Scienta Omicron shall at its own expense either (i) secure for the Buyer the right to continue to use the Scienta Omicron Programs, (ii) replace the infringing part of the Scienta Omicron Programs with a non-infringing product that corresponds to the agreed specifications, (iii) modify the Scienta Omicron Programs so that the Scienta Omicron Programs becomes non-infringing or (iv) take back the Scienta Omicron Programs and refund the Buyer an amount corresponding to the value of the infringing Scienta Omicron Programs and Licensed Product on which the infringing Scienta Omicron Programs is/are installed.

Scienta Omicron shall not be liable towards the Buyer for infringements that are due to or arise from (a) the Buyer's use of the Scienta Omicron Programs for purposes other than the intended purpose, (b) modifications of the Scienta Omicron Programs made by the Buyer or c) the Buyer's use of the Scienta Omicron Programs together with hardware product(s) other than the hardware product(s) that the Scienta Omicron Programs was/were incorporated into at the time of delivery, or in case the Scienta Omicron Programs was/were delivered separately from any hardware product(s), hardware products other than the hardware product(s) specified by Scienta Omicron.

The foregoing shall constitute Scienta Omicron's sole and exclusive liability for claims and damages related to infringements of any third party's intellectual property rights caused by or related to the Buyer's use of the Scienta Omicron Programs and shall constitute the Buyer's sole and exclusive remedies in case of such infringements.

Third Party Programs

The Buyer is granted a right to use the Third Party Programs and to transfer/assign such right to a new buyer, to the extent and on the terms and conditions set out in the special licence conditions provided by the original third party supplier(s). The licence conditions provided by the original third party supplier(s) are published on the Internet at www.scientaomicron.com.

For Third Party Programs the licence conditions of the original third party supplier shall apply. Scienta Omicron shall not be liable for any claims, damages or expenses based on or related to alleged or actual infringements of any third party's copyright or other intellectual property rights due to or related to the Buyer's use of any Third Party Programs and the Buyer may not assert any claims towards Scienta Omicron on account hereof.

General

Scienta Omicron shall not be obliged to provide Scienta Omicron Programs in source code format and/or to provide updated versions of any Software Products.

3. Disclaimer

The Scienta Omicron Programs is provided “AS IS”, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement.

4. First Use

The Buyer receives a dongle when purchasing a Licensed Product. The key to be able to use the Software Product is delivered by email to the Buyer’s contact person after acceptance and full payment of the Licensed Product. When the Buyer intends to use the Software Product, the Buyer shall copy the delivered key to the dongle, and thereafter start the Software Product, such start initiates the first term of this agreement.

5. Term

The term of this agreement is twelve (12) months. In order to renew this license agreement, the Buyer has to receive by email a new key to the Software Product. Such key will be delivered to the Buyer after request.

6. Governing Law and Disputes

This License agreement and any licenses granted hereunder shall be governed by, interpreted and construed in accordance with the laws of Sweden, without regard to the conflicts of laws provisions thereof.

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 in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.
