

Software License Agreement

BY ACCEPTING THIS SOFTWARE LICENSE AGREEMENT WITH PRICER AB (PUBL) ("PRICER") AND/OR BY USING THE SOFTWARE, YOU ("CUSTOMER") ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

If you do not agree to the terms and conditions of this Agreement, then you must not use the SOFTWARE and any other media on which the SOFTWARE is contained, and you must promptly return the package and the accompanying items (including written material) to Pricer. Upon Pricer's receipt thereof, any payments for the SOFTWARE will be promptly refunded.

Definitions

For purposes of this Agreement, the following are defined terms:

- "SOFTWARE" means the proprietary computer program(s) "Pricer Server".
- "DOCUMENTATION" means all manuals and support material provided with the SOFTWARE and corresponding SOFTWARE DOCUMENTATION that can be ordered separately.
- "Use" means to install the SOFTWARE into the permanent memory (e.g. hard-disk, CD-ROM or other storage devices) or to load it into the temporary memory (e.g. RAM).
- "STANDARD CONFIGURATION" means the default, non-customer adapted functionality of the SOFTWARE.
- "CUSTOMER CONFIGURATION" means any agreed customer adapted functionality under agreement with Pricer.
- "ADDITIONAL FEATURES" mean any functionality or configuration of the SOFTWARE not comprised by the STANDARD CONFIGURATION and CUSTOMER CONFIGURATION.
- An "INSTANCE" of the SOFTWARE means a unique installation of the SOFTWARE on a system capable of running the SOFTWARE.
- "REQUIRED SOFTWARE" means such third party software that is required to run the SOFTWARE. Such Required Software includes, but is not limited to, (i) an operating system (OS), as specified in the Release Letter corresponding to the SOFTWARE, and (ii) Java™ JDK version 1.6.18 or later.

License to Use

Pricer hereby grants the Customer, and the Customer hereby accepts, a non-exclusive and non-transferable license to use the STANDARD CONFIGURATION, and in the event agreed with Pricer and paid for in accordance with the agreement, the CUSTOMER CONFIGURATION of the SOFTWARE and DOCUMENTATION for its internal business purposes only. Any use of ADDITIONAL FEATURES requires additional license(s) and is obtainable at an additional license fee in accordance with Pricer's price list in force from time to time.

The SOFTWARE is licensed based on the number of INSTANCES that you run and you acquire one license and pay one license fee per INSTANCE.

You may use the SOFTWARE only according to the terms and conditions of this license. While you own the media on which the Pricer SOFTWARE is recorded, Pricer retains ownership of all copies of the SOFTWARE itself and reserves all other rights not expressly granted to you. The license comprises such patches and modifications that Pricer, at its sole discretion, makes available to you from time to time.

The use of Apache, MySQL and Java™ are subject to the terms and conditions of the Apache Software foundation, MySQL AB, Oracle America, Inc. and Oracle EMEA Limited, which accompany the SOFTWARE and which are available at <http://www.pricer.com/licenses> and which hereby are included and incorporated into this Agreement by this reference. Such third party software can only be used in conjunction with the SOFTWARE and such licensors retain all ownership and intellectual property rights to their respective software components. To the extent that Pricer sublicenses any other third party software, the use thereof is subject to such third party's terms and conditions, which accompany the SOFTWARE and which is hereby included and incorporated into this Agreement by this reference. Customer agrees and acknowledges that the abovementioned licensors are third party beneficiaries of this Agreement entitled to enforce any right or obligation of this Agreement related to such licensor's software

Proprietary rights

The SOFTWARE, including STANDARD CONFIGURATION, CUSTOMER CONFIGURATION, ADDITIONAL FEATURES and DOCUMENTATION, and all associated intellectual property rights, are owned by Pricer and/or its licensors and are protected by copyright laws and international treaty provisions. To the extent that proprietary products and product names and trademarks are referred to, such names and trademarks are owned and/or held by their respective companies. These companies include, but are not limited to, Microsoft Corp., MySQL AB, The Apache Software foundation, Oracle America, Inc. and Oracle EMEA Limited. No right, title or interest in or to any trademark, service mark, logo or trade name of Pricer or its licensors is granted under this Agreement.

The following applies for Oracle/ Java™ products, etc., included in the SOFTWARE:

Java Technology Restrictions. CUSTOMER shall not create, modify, change the behavior of, or authorize licensees of CUSTOMER to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that CUSTOMER creates an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, CUSTOMER must promptly publish broadly an accurate specification for such API for free use by all developers.

Oracle Trademarks and Logos. This license does not authorize CUSTOMER to use any Oracle America, Inc. or Oracle EMEA Limited name, trademark, service mark, logo or icon. CUSTOMER acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/html/3party.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensee in any Java Mark.

Source Code. Java software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of your license. Source code may not be redistributed unless expressly provided for in the terms of your license.

Third Party Code. Additional copyright notices and license terms applicable to portions of the Java software are set forth in the THIRDPARTYLICENSEREADME.txt file.

You May:

- Run, at any one time, one INSTANCE of the SOFTWARE in one system.
- Make one (1) copy of the SOFTWARE strictly for backup, archival or security purposes; provided, however, that you reproduce on each copy the Pricer copyright notice and all other proprietary legends appearing on the original copy.

You May Not:

- Distribute copies of the SOFTWARE beyond the licensed number of copies or to people who are not employees of your direct company.
- Alter, modify, copy or adapt any part of the SOFTWARE or DOCUMENTATION without previous consent in writing from Pricer. You may not reverse engineer, de-compile or disassemble the SOFTWARE (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the SOFTWARE).
- Lend, rent out, sub-license, re-sell, lease or translate the SOFTWARE or DOCUMENTATION, in its entirety or in part.
- Use the SOFTWARE to provide services to any third party as a service bureau or otherwise.
- Remove or modify any markings or any notices of Pricer's or its licensors' proprietary rights.
- Publish any results of benchmark tests run on the SOFTWARE.

Compliance with export/import laws and regulations

Customer is responsible for fully complying with all relevant export and import laws and regulations to assure that neither the SOFTWARE, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

Audit

Customer agrees and acknowledges that Pricer and its licensors may audit the Customer's use of the SOFTWARE. The Customer shall free of charge provide reasonable assistance and access to information in the course of such audit and hereby approves that Pricer may report the audit results to its third party licensors.

Termination

This Agreement is effective until terminated. Customer may terminate this Agreement at any time by destroying all copies of the SOFTWARE. This Agreement will terminate immediately without notice from Pricer if Customer fails to comply with any provision of this Agreement. Upon termination, you must destroy all copies of the SOFTWARE and the DOCUMENTATION. Customer is not entitled to any refund of license fees as a result of the termination of this Agreement in accordance with its terms.

Limited Warranty and Customer Remedies

In accordance with the Pricer Limited Software Warranty attached hereto, which is hereby included and incorporated into this Agreement by this reference.

Required Software

The SOFTWARE requires that REQUIRED SOFTWARE is installed on Customer's system where the SOFTWARE will be used. Customer is responsible for installing the Required Software. Customer shall bear any costs

related to the Required Software, for example – however not limited to – license fees. To the extent Pricer or a third party appointed by Pricer (e.g. a sub-contractor) assists Customer in installing Required Software, such assistance and services are carried out for and on behalf of Customer. For the avoidance of doubt, PRICER ASSUMES NO RESPONSIBILITY FOR REQUIRED SOFTWARE AND ANY SOFTWARE MALFUNCTIONS CAUSED BY REQUIRED SOFTWARE.

Infringement Indemnity and Limitation of Liability

Pricer shall, at its expense, defend and indemnify the Customer against any claim that the SOFTWARE or the Customer's Use thereof in accordance with this Agreement violates a trade secret or copyright, provided that Customer (a) gives Pricer prompt written notice of any claim, (b) allows Pricer to have full control of the defence and settlement of the claim, and (c) provides Pricer with the authority, information, and assistance that Pricer deems reasonably necessary for the defence or settlement of the claim. In connection with any such claim of infringement, Pricer shall, at its sole option, (a) replace the SOFTWARE with equally suitable software free of infringement, (b) modify the SOFTWARE to make it free of infringement, (c) procure at no additional cost to the Customer the right to continue to use the SOFTWARE or (d) direct the Customer to terminate the use of, and return, the SOFTWARE and DOCUMENTATION and refund the Customer for the license fees paid for use of the SOFTWARE, less a reasonable charge for the time during which Customer has had possession of the SOFTWARE based on a linear depreciation assuming a useful life of three years. In the event that Pricer, in connection with the settlement of any claim of infringement, directs the Customer to terminate the use of the SOFTWARE, or in the event of a final, non-appealed or irrevocable injunction against the Customer's use of the SOFTWARE by reason of infringement, the Customer shall terminate the use of, and return, the SOFTWARE and DOCUMENTATION and Customer's remedies shall be limited to a claim for damages required to be paid by the Customer for the infringement and for a refund of the license fees the Customer has paid for the use of the SOFTWARE less a reasonable charge for the time during which Customer has had possession of the SOFTWARE based on a linear depreciation assuming a useful life of three years. Notwithstanding the foregoing, Pricer assumes no liability for any claim of infringement to the extent that it is based on modification of the SOFTWARE other than that done by Pricer, with or without authorization, or combining the SOFTWARE with other software or hardware not supplied by Pricer. THIS SECTION SETS FORTH PRICER'S ENTIRE LIABILITY AND THE CUSTOMER'S ENTIRE REMEDIES WITH RESPECT TO INTELLECTUAL PROPERTY RIGHT INFRINGEMENTS OF ANY KIND.

General

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no promises, covenants or undertakings are made other than those expressly set forth herein.

In the event of any conflicts or contradictions between different language versions of this Agreement, the version in the English language shall prevail.

If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

In the event that taxes of any kind, based on this Agreement in its entirety or in part, other than taxes based on net income of Pricer, are payable or paid by Pricer, the amount of such taxes shall be reimbursed by the Customer to the appropriate authority or to Pricer upon written demand.

Governing law and Arbitration

This Agreement shall be governed by and constructed in accordance with the laws of Sweden (excluding its conflict of laws principles). Any dispute, controversy or claim arising out of or in connection with this Agreement, or regarding any legal relations arising out of or in connection therewith, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Institute's Rules for Expedited Arbitration shall apply unless the Institute, bearing in mind the difficulty of the dispute, the value of the dispute and other circumstances, decides that Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall be applied on the proceedings. Should the latter be the case, the Institute shall also decide whether the Arbitration Tribunal shall be composed of one or three arbitrators. The award rendered at the arbitration shall be final and binding upon the parties hereto. The proceeding shall take place in Stockholm, Sweden and the language used in the proceedings shall be English.

Should you have any questions about this Agreement, please write or call:
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