

SCIENTIA OMICRON LICENCE AGREEMENT

1. General

1.1 *Applicability and Acceptance of Licence Agreement*

This Licence Agreement applies to all supply of Scientia Omicron licensed products from Scientia Omicron GmbH, Scientia Omicron Technology GmbH and Scientia Omicron AB (hereinafter "Scientia Omicron") to customer (hereinafter "Licensee").

Licensee agrees to be bound by the terms of this Licence agreement through

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(b) express agreement to this Licence Agreement.

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The agreement can be renewed in accordance with section 4 below.

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The Licensee knows 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.

2.5 *Liability*

Scienta Omicron shall indemnify and hold harmless the Licensee from damages and costs suffered or incurred by Licensee 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 Licensee's legitimate use of the Software Products, as agreed under this Agreement. Scienta Omicron's liability for and obligation to indemnify the Licensee 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 Licensee 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.

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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 Licensee the right to continue to use the Software Products, (ii) replace the infringing part of the Software Products with a non-infringing product that corresponds to the agreed specifications, (iii) modify the Software Products so that the Software Products

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Software included in the Licensed Product, of which a third party is the owner of the intellectual property rights ("Third Party Programs") can be subject to separate sublicensing agreements referred to in the Software Products Licence File included in the installation package. In case of inconsistency or conflict between any provision in such separate sublicense agreement and any provision in this agreement, the provision of the separate sublicensing agreement takes precedence.

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2.8 Provision Scope of Software Products

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

3. Disclaimer

3.1 Limitation of Warranty and Liability

The Software Products 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. Term

4.1 Licence Term and Termination

The term of this agreement is twelve (12) months. To renew this licence agreement, the Licensee must either retrieve a new key to the Software Product or continue use of the Software Product. Such key will be delivered to the Licensee upon request.

Either party may terminate this agreement at any time by providing written notice, if the other party is in breach of obligations in this agreement. Upon termination, the Licensee must promptly return the Software Product in their possession or control, except for archival copies, or provide written certification that the Software Product have been destroyed.

5. Governing law and Disputes

5.1 Jurisdiction and Arbitration Venue

This Licence agreement and any licences 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.

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