

ERICSSON'S GENERAL CONDITIONS FOR SOFTWARE LICENSING

The terms and conditions specified below shall apply to the licensing of software and appropriate support materials and documentation, as described and listed in [Appendix A](#) (including any copies, modifications and updates of the software and support material), hereinafter respectively, (the "Software") and (the "Support Materials"), as procured by the relevant Ericsson group company ("Ericsson") from the relevant software licensing company ("Licensor"), unless otherwise agreed in writing in a separate agreement between the parties or in a written Purchase Order issued by Ericsson (the "Purchase Order"). "Distributor(s)" means any company which has been granted a right by an Ericsson company to sell or otherwise distribute Ericsson products. "Ericsson Company" means Telefonaktiebolaget LM Ericsson (publ) or any other company whose votes and/or capital are to fifty per cent (50%) or more controlled directly or indirectly by Telefonaktiebolaget LM Ericsson (publ). "Producer(s)" means any company which has been granted a right by an Ericsson Company to design, manufacture, assemble or produce Ericsson Company equipment or software.

1. LICENSE GRANT

1.1 Licensor grants to Ericsson a world-wide, non-assignable, non-exclusive and perpetual license to use, have used, reproduce, have reproduced, modify, have modified the Software and Support Materials for the following purposes; (i) to develop, test, train and demonstrate; (ii) to incorporate, merge, and bundle the Software and Support Materials into other software products, hardware products and/or support materials, (iii) to distribute, market and sublicense the Software in object code to Ericsson customers integrated in Ericsson products or any solutions and/or to distribute, market and sublicense the Support Materials or part thereof integrated in other support materials, (iv) to provide services to Ericsson customers, and (v) to make as many copies of Software and Support Materials as required for back-up purposes. Subject to the terms of subsection 1.1, Ericsson is entitled to sublicense the rights to Software and Support Materials to Ericsson Companies, Producers and Distributors.

1.2 Sublicensing of Software and Support Materials to sublicensees shall be subject to, in substance, the following terms and conditions:

- a) no ownership rights to Software shall be transferred to sublicensees;
- b) If the Software is incorporated in or delivered for specific equipment, the Software may only be used with such equipment or software;
- c) proprietary-, copyright-, trademark- or warning legends may not be removed from Software; and
- d) Software may not be copied, unless specifically set forth in writing, except for back-up or archival purposes, nor decompiled or reverse engineered except to the extent required to obtain interoperability with other independently created software programs or as permitted by compulsory law.

1.3 Ericsson may, at its sole discretion, use subcontractors to exercise its rights under these terms and conditions. Ericsson shall assume the same responsibility for a subcontractor's work and actions performed on the behalf of Ericsson as for its own work and actions.

1.4 The intellectual property rights, including know-how, to the modifications of the Software and Support Materials made in accordance with the license in subsection 1.1 (i) above shall be owned by and vested in Licensor, provided however, Licensor automatically grants Ericsson a worldwide, non-exclusive, transferable, irrevocable, paid-up license, including sublicensing rights, to use, modify and exploit for any purpose whatsoever such intellectual property rights, including know-how.

1.5 Only one (1) copy of Software shall be deemed to be used if used by one instance, regardless of said instance's number of concurrent processes running Software. Software shall be provided without any kind of locking mechanisms. Copies of Software may be installed, reinstalled or relocated in and used on networks of any computers, wherever located and in whatever configuration, of Ericsson, Ericsson Companies, subcontractors and Producers, free of charge.

2. ORDER

Ericsson is entitled to issue Purchase Orders regarding the license of Software, Support Materials and/or maintenance and support. Each such Purchase Order shall refer to these terms and conditions. The Purchase Order shall be sent by mail, telefax, or electronically. Licensor shall within one (1) business day from Licensor's receipt of each Purchase Order acknowledge receipt of

the Purchase Order, and within five (5) business days from the receipt notify Ericsson if, in Licensor's opinion, the Purchase Order is not consistent with the provisions of these terms and conditions, if no notifications is received within above time frames the Purchase Order is considered accepted. Any such accepted Purchase Order shall constitute a Contract between the Licensee and Ericsson. Such Contract shall be ruled and regulated by the terms and conditions herein.

3. DELIVERY

Licensor shall, unless otherwise agreed, deliver the ordered number of copies of Software and Support Materials to Ericsson through a web-based system within two (2) business days after receiving the Purchase Order; and on by Ericsson requested tangible media and format within two (2) weeks after receiving the Purchase Order. The delivery term for Software and Support Materials shall be DDU (Delivery Duty Unpaid), INCOTERMS 2000.

For ninety (90) days after the first delivery to Ericsson of Software and Support Materials, Ericsson shall have the right to examine and test Software and Support Materials. If Software and Support Materials are found unacceptable by Ericsson, the said Software and Support Materials may be returned by Ericsson within one-hundred (100) days after delivery to Licensor. Licensor shall then have no further obligation or liability to Ericsson except to return possibly obtained payments hereunder. If Ericsson neither returns Software nor gives notice of its acceptance, Ericsson shall be deemed to have given such notice ninety (90) days after delivery to Ericsson.

4. FEES

The license fees, support and maintenance fees shall be set out in [Appendix A](#).

5. MAINTENANCE AND SUPPORT

Licensor shall provide maintenance and support services regarding Software and Support Materials in accordance with Ericsson's written instructions and the terms and conditions of [Appendix A](#).

6. EXPORT

Licensor is responsible for obtaining and maintaining any export license(s) required for delivery of the Software to Ericsson. Licensor shall inform of and issue all documentation which may be required by law, regulation or reasonably requested by Ericsson regarding the export, import or re-export of the Software. Prior to agreement execution, Licensor is responsible to provide the relevant export control commodity numbers (the "ECCN codes") of products according to the US and EU export administration regulations, or the corresponding data according to other applicable regulations.

7. WARRANTY

7.1 Licensor warrants that i) it has and will maintain sufficient rights and interests in Software and Support Materials, including Licensor's and any third party intellectual property rights (as applicable), to grant the rights and licenses granted hereunder, ii) Software will perform in accordance with - and conform to - the relevant specification, and meet what otherwise has been agreed upon in writing, iii) updates provided by Licensor will not have an adverse effect on the overall performance and functioning of Software and are fully backwards compatible with previously delivered Software and updates, unless otherwise agreed in writing by the parties, and iv) all deliveries of Software and Sup-

port Materials to Ericsson shall be performed in a timely manner in accordance with section 3 Delivery.

7.2 The warranty in subsection 7.1 ii) shall only apply to defects and non-conformities reported in writing during a period of twelve (12) months from the delivery to Ericsson of the first copy of Software and of each update. Subject to Licensor's responsibility for damages under section 10 (Limitation of Liability), Licensor's responsibility under the said warranties shall be to promptly correct any non-conformity or defect.

8. CONFIDENTIALITY

8.1 The parties shall maintain confidentiality and may not, without the other party's prior consent, disclose to any third party any documentation and any information designated by the furnishing party as confidential, whether of a commercial or a technical nature, furnished by the other party pursuant to these terms and conditions, i.e. the receiving party shall use the information only for the purpose of these terms and conditions. Ericsson may however, disclose such documentation and information to Ericsson Companies, subcontractors and sublicensees under similar conditions of confidentiality to the extent necessary to exercise the rights under these terms and conditions.

8.2 Neither party shall be liable for disclosing any such information if it was: (a) public knowledge at the time of disclosure or thereafter becomes generally known other than through negligence and/or intentional acts by the receiving party; (b) already known to the other party prior to its receipt from the disclosing party; (c) demonstrably developed at any time by the receiving party without any connection to the information received hereunder; (d) rightfully obtained by a party from other unrestricted sources; or (e) disclosed with the prior written permission of the disclosing party.

8.3 Licensor shall ensure that neither it nor any of its subcontractors advertise, publish or otherwise disclose the appointment of Licensor, the terms of these terms and conditions and any order concluded hereunder without Ericsson's prior written approval. All copies of material relating thereto which are intended for publication in any form must first be submitted to Ericsson for approval.

9. INFRINGEMENTS

9.1 Licensor shall defend, indemnify and hold harmless Ericsson, Ericsson Companies, subcontractors and any sublicensees from and against any and all damages, costs and expenses (including reasonable fees of attorneys and other professionals) incurred as a result of any claim, suit or proceeding brought against any of them based on the allegation that the use of any Software or Support Materials furnished by Licensor under these terms and conditions constitutes an infringement of any intellectual property rights or applications thereof or an unauthorized use of know-how, trade secrets or other proprietary rights; provided that Licensor has been (i) notified without undue delay in writing of such claim, suit or proceeding, (ii) given the option to defend and settle the claim, and, (iii) given reasonable information and assistance (at Licensor's expense) in such defense.

9.2 In the event that any such claim as referred to in subsection 9.1 occurs or in Ericsson's opinion is likely to occur or the Software or Support Materials or any part thereof is in such suit held to constitute an infringement and/or its further use, sale, distribution or other disposal is enjoined, Licensor shall promptly, at its own expense and at its option, either: (a) procure for Ericsson and sublicensees the right to continue the use, sale, distribution or other disposal of Software and Support Materials in accordance with this Agreement; (b) replace the infringing Software and Support Materials with non-infringing software programs and support materials of equivalent function and performance; or (c) modify Software and Support Materials so that they become non-infringing without detracting from function or performance.

10. LIMITATION OF LIABILITY

10.1 EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION 10.2 OR ELSEWHERE IN THESE TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OF ANY NATURE OR KIND WHATSOEVER, OR (ii) ANY LOSS OF USE,

DATA, PRODUCTION OR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL), IN CONNECTION WITH OR ARISING OUT OF THE USE OR LICENSING OF SOFTWARE AND SUPPORT MATERIALS; NO MATTER WHAT THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 The limitation of liability provided in subsection 10.1 shall not apply to damages with respect to breach of sections 7 (Warranty) and 9 (Infringements), or if the defaulting party has been acting with gross negligence or with willful misconduct.

11. TERM AND TERMINATION

11.1 These terms and conditions shall come into force upon its execution and shall remain valid for a period of five (5) years if not terminated in accordance with the provisions of these terms and conditions. These terms and conditions will be automatically renewed for successive terms of two (2) years each unless either party provides the other party with a written notice of termination at least one (1) year prior to the expiration of the then existing term.

11.2 In case of material breach of these terms and conditions by either party not remedied within thirty (30) days from the other party's notice thereof or in case either party should become bankrupt or insolvent, the other party shall have the right to terminate these terms and conditions with immediate effect. In case of material breach of a Contract by either party not remedied within thirty (30) days from the other party's notice thereof, or in case either party should become bankrupt or insolvent, the other party shall have the right to terminate the relevant Contract with immediate effect.

11.3 After termination by Ericsson pursuant to subsection 11.2, all rights in respect of the relevant Software and Support Materials furnished hereunder continue free of license fees. After termination by Licensor pursuant to subsection 11.2, all Ericsson's rights in respect of Software shall cease, except that all sublicensees granted to sublicensees (or required to be granted under binding quotes, contracts or Purchase Orders before termination shall remain in full force and effect and their continued use of Software shall in no way be affected. Further, Ericsson shall be entitled to continue to use Software and Support Materials for the sole purpose of providing support to sublicensees.

11.4 The termination of a Contract or these terms and conditions for any reason whatsoever shall be without prejudice to any right or obligation of any party in respect of the relevant Contract or these terms and conditions, which has arisen prior to such termination.

11.5 Provisions contained in these terms and conditions that are expressed or by their sense and context are intended to survive the expiration or termination of these terms and conditions, shall so survive the expiration or termination.

12. MISCELLANEOUS

12.1 Licensor shall uphold a code of conduct in accordance with Ericsson's Code of Conduct and undertakes to fulfil the requirements specified therein. The at all times latest version of the Code of Conduct can be found at: http://www.ericsson.com/sustainability/code_of_conduct.shtml

12.2 These terms and conditions shall be supplemented by Purchase Orders, however, these terms and conditions shall take precedence over any conflicting terms and conditions of any Purchase Order, unless an explicit reference has been made in the Purchase Order to the effect that a certain provision in the Purchase Order shall prevail notwithstanding certain terms and conditions herein. The license fees in the Appendix do not preclude mutually agreed special price arrangements requested by Ericsson on case-by-case basis.

12.3 These terms and conditions may be modified only by a written document duly signed by both parties and referencing these terms and conditions.

12.4 The failure by either party to enforce any provisions of these terms and conditions or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

12.5 Neither party may assign these terms and conditions without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding this, Ericsson shall always be entitled to assign these terms and conditions to other Ericsson Companies.

12.6 All notices required or authorised under these terms and conditions shall be effective upon delivery if delivered in person or five days after posting if posted first class, certified, postage prepaid, addressed to the addresses listed on page one, or to such other address that either party provides by advance written notice in the manner set out above.

13. GOVERNING LAW AND ARBITRATION

13.1 These terms and conditions shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law rules.

13.2 All disputes, differences or questions between the Parties with respect to any matter arising out of or relating to these terms and conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in Stockholm, Sweden, by three (3) arbitrators, appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in the English language.

13.3 All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgement in such court.

13.4 The Parties undertake and agree that all arbitral proceedings conducted under this section shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.