

ERICSSON'S GENERAL CONDITIONS FOR SOFTWARE LICENSING

The terms and conditions specified below shall apply to the licensing of software (the "Licensed Programs") and appropriate documentation (the "Documentation"), jointly referred to as the "Deliverables", as described and listed in a written purchase order (the "Purchase Order") issued by the relevant Ericsson group company ("Licensee") to the relevant software licensing company ("Licensor"), unless otherwise agreed in writing in a separate agreement between such parties. For the purposes of this Agreement, "Licensee" shall mean Ericsson and any other company whose votes and/or capital are more than fifty per cent (50%) controlled directly or indirectly by Telefonaktiebolaget LM Ericsson.

1. LICENSE GRANT

1.1 Licensor grants to Licensee the world-wide, non-assignable, non-exclusive license to use and have used and to reproduce and have reproduced the Deliverables, or part thereof, for the following purposes: (i) to evaluate, develop, modify, test and demonstrate the Deliverables; (ii) to merge and integrate the Deliverables into other software and documentation; (iii) to provide services to Ericsson customers; (iv) to distribute, market, license and sell Ericsson products in which the Licensed Programs are integrated and to distribute, market, license and sell Documentation in connection with or for the use with Ericsson products; and (v) to use internally within the Ericsson group; (vi) to make as many copies of the Deliverables as required to for back-up purposes. Licensee shall have the right to sublicense the rights in this Section 1.1 (iii) – (vi).

1.2 The Licensed Programs may not be decompiled or reverse engineered except to the extent required to obtain interoperability with other independently created software or as permitted by compulsory law. The Licensed Programs shall be provided without any kind of locking mechanisms. Licensee and sublicensees shall be entitled to transfer copies of the Licensed Programs between users, computers, servers or networks within the respective organizations.

1.3 Licensor shall retain on behalf of itself or the original owner, title to any intellectual property rights in the Deliverables and no ownership rights to the Deliverables shall be transferred hereunder to Licensee and sublicensees.

2. DELIVERY

Licensor shall, unless otherwise agreed, deliver the ordered number of copies of the Deliverables to Licensee through a web-based system within two (2) business days after receipt of Purchase Order and on requested tangible media and format within two (2) weeks after receipt of said Purchase Order. The delivery term for the Deliverables shall be DAP (Delivery At Place) INCOTERMS 2010. Point of delivery shall be stipulated in the relevant purchase order. Upon the first delivery of any Deliverables, the Purchase Order, including these terms and conditions, shall be deemed accepted by Licensor and the parties thereby agree that these terms and conditions shall apply to Licensee's licensing of the Deliverables from Licensor.

3. FEES INVOICES AND TERMS OF PAYMENT

The license fees, support and maintenance fees shall be set out in the Purchase Order. And shall be fixed and include all taxes, charges and duties payable up to and including delivery.

Invoicing and payment shall be made in accordance with Ericsson's instructions. A valid invoice shall at a minimum contain a reference to the purchase order, Licensor's name and address, and specification of the Deliverables licensed. With deviation from what otherwise may be provided for under applicable law, it is expressly agreed that payment shall be made within one hundred and twenty (120) days from date of receipt of a correct invoice. Further guidelines and requirements for invoices, including support for e-invoicing and Supplier Self-Service can be found at: <http://www.ericsson.com/thecompany/sourcing/supplier-partner-resources/invoicing-payments>. In case of delayed payment of approved invoices, Seller shall notify Ericsson thereof and Ericsson shall thereafter expedite the payment.

4. MAINTENANCE AND SUPPORT

If stated in the Purchase Order, Licensor shall provide maintenance and support services regarding the Deliverables in accordance with Licensee's written instructions and the terms and conditions as set out in Appendix A.

5. EXPORT

Licensor shall obtain and maintain any export licenses required for delivery of Deliverables to Licensee. Licensor shall inform of and issue all documentation which may be required by law, regulation or reasonably requested by Licensee regarding the export, import or re-export of Deliverables. Licensor is responsible to provide the relevant export control commodity numbers (the "ECCN codes") of products according to US and EU export administration regulations or the corresponding data according to other applicable regulations. This information shall be updated on an ongoing basis every time a non-insignificant update is provided or when new regulations come into effect.

6. WARRANTY

6.1 Licensor warrants that i) it has and will maintain sufficient rights and interests in the Deliverables, including Licensor's and any third party intellectual property rights (as applicable), to grant the rights and licenses granted hereunder; ii) the Licensed Programs will perform in accordance with and conform to the relevant specification and meet what otherwise have been agreed upon in writing; iii) updates provided by Licensor will not have an adverse effect on the overall performance and functioning of the Licensed Programs and are fully backwards compatible with previously delivered Licensed Programs and updates, unless otherwise agreed in writing by the parties; iv) all deliveries of Deliverables to Licensee shall be performed in accordance with the Purchase Order and these terms and conditions; and (v) the Licensed Programs does not and will not contain (a) program code, programming instruction or set of instructions that is intentionally constructed with the ability to damage, interfere with, disable or otherwise adversely affect any software, (b) open source software, (c) third party software not included in the license granted herein or (d) any malicious code, program, or other like mechanism, e.g. computer virus, computer worm, computer time bomb, or similar component, which could damage, destroy, or alter the Licensed Programs or which could, in any manner, reveal, damage destroy, or alter any data or other information accessed through or processed by the Licensed Programs.

6.2 The warranty in Section 6.1 (ii) and 6.1 (iii) shall only apply to defects and non-conformities reported in writing during a period of twelve (12) months from the delivery to Licensee of the Deliverables and of each update. During said period, Licensor undertakes to promptly correct any such non-conformity or defect.

7. CONFIDENTIALITY

7.1 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. Licensee may however, disclose such documentation and information to subcontractors and sublicensees under similar conditions of confidentiality to the extent necessary to enable Licensee to exercise the rights granted hereunder.

7.2 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 an act of negligence 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.

7.3 Licensor shall not and shall ensure that any of its subcontractors do not advertise, publish or otherwise disclose the appointment of Licensor, the terms of this agreement without Licensee's prior written approval. All copies of material relating thereto which are

intended for publication in any form must first be submitted to Licensee for approval.

8. INFRINGEMENTS

8.1 Licensor shall defend, indemnify and hold harmless Licensee, subcontractors and any sublicensees from and against any 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 Licensed Programs or Documentation constitutes an infringement of any intellectual property rights or applications thereof or an unauthorized use of know-how, trade secrets or other proprietary rights ("Infringement Claim").

8.2 If an Infringement Claim occurs; then (a) Licensee shall notify Licensor about this in writing; (b) to the extent that Licensee itself has the right to control the defense of the Infringement Claim, Licensor shall have the right to control the defense, but only if (i) Licensee notifies Licensor in writing of its intent to control the defense within ten (10) Business Days of Licensee providing notice above; (ii) Licensor first commits to defend and indemnify Licensee, subcontractors and Sublicensees as set out in this Section 8; and (iii) Licensee has the right to participate in the defense; and (c) if Licensor does not exercise its rights under this section, Licensor shall have the right to defend and/or settle the Infringement Claim and seek reimbursement for any costs, expenses and damages from Licensor.

8.2 In the event that the Licensed Programs or Documentation 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 Licensee and sublicensees the right to continue the use, sale, distribution or other disposal of the Deliverables; (b) replace the infringing Deliverables with non-infringing software programs and documentation of equivalent function and performance; or (c) modify the Deliverables so that they become non-infringing without detracting from function or performance.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF THE USE OR LICENSING OF DELIVERABLES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 9 SHALL HOWEVER NOT APPLY TO DAMAGES WITH RESPECT TO BREACH OF SECTIONS 6 (WARRANTY), 7 (CONFIDENTIALITY) AND 8 (INFRINGEMENTS) OR IF THE DEFAULTING HAS BEEN ACTING WITH GROSS NEGLIGENCE OR WITH WILLFULL MISCONDUCT.

10. TERM AND TERMINATION

10.1 The agreement based on these terms and conditions shall come into force upon the first delivery of the Deliverables and shall remain valid for a period of five (5) years if not terminated in accordance with the provisions of this agreement. Such agreement 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.

10.2 In case of substantial breach of an agreement based on 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 such agreement with immediate effect. If so terminated by Licensor, all rights and licenses in respect of the Deliverables furnished hereunder shall cease. If so terminated by Ericsson, all such rights and licenses shall continue.

10.3 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 any agreement based hereon, shall so survive the expiration or termination.

11 QUALITY, PERSONAL DATA AND COMPLIANCE

11.1 Licensor and the Deliverables shall, as applicable, comply with:

(a) all requirements imposed by laws or regulations applicable to Licensor and the Deliverables, including but not limited to applicable export control and sanctions laws such as, for example, the U.S. Export Administration Regulations, sanctions administered and enforced by the U.S. Office of Foreign Asset Controls and export controls and sanctions enacted by the European Union;

(b) the ISO 9001 quality system standards and, the ISO 14001 environmental system standards;

(c) the Code of Conduct;

(d) the applicable requirements as specified in the latest versions of the (i) Ericsson Supplier Environmental Requirements, (ii) the Supplier Occupational Health and Safety Requirements and, (iii) the Baseline Information Security and Privacy Requirements for Suppliers; and (iv) the Data Processor Clauses

(e) any technical standard, or environmental or other requirements as set out in the specification; and

(f) any other requirements agreed between the parties.

Licensor shall certify its compliance with the requirements above on an annual basis. The latest versions of the documents referred to under (c)-(e) are available at:

www.ericsson.com/responsible_sourcing

11.2 Licensor confirms that it has implemented a comprehensive and robust compliance program to ensure Licensor's compliance with applicable export control and sanctions laws. Should Licensor suspect or become aware that any of its employees or agents are violating, might have violated or conspired to violate applicable export control or sanctions laws, Licensor shall immediately ensure that such employees or agents are no longer involved, even tangentially, with any ongoing or future delivery or transaction under this Agreement

11.3 Upon reasonable notice to Licensor, Licensee may (itself or through any designated third-party consultant), at no additional charge to Licensee, conduct audits or otherwise inspect Licensor's premises during normal business hours in order to verify processes and quality systems, Code of Conduct compliance, and quality control of the Deliverables as well as other compliance with the Agreement. Licensor shall for such audits make all relevant data, records, information and documents of relevance available for inspection, as well to make relevant Licensor personnel available to answer questions. Licensor shall for such audits or inspections also use its best efforts to allow Licensee to inspect the premises of Licensor's subcontractors or suppliers. If an audit or inspection shows that Licensee's reasonable requirements are not met, Licensor shall without delay act in order to correct the situation at no cost to Licensee.

11.4 If requested by Licensee, Licensor shall provide any certificate and/or any other documentation necessary to demonstrate compliance with the requirements set out in this Section 11.

12. MISCELLANEOUS

12.1 The Purchase order and these terms and conditions contain the entire agreement between the parties on the subject matter of this agreement, and supersede all undertakings and agreements previously made between the parties with respect hereto. These terms and conditions may be modified only by a written document duly signed by both parties and referencing these terms and conditions.

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

12.3 If any provision hereof would at any time be in conflict with any law or regulation compulsorily applicable to these terms and conditions, the parties shall endeavour to amend such provision, so that the intent of this agreement may be carried out to the extent legally

possible. The invalidity, because of any such law or regulation, of provisions of these terms and conditions which are not fundamental to its performance shall not relieve any party from its obligations under the other provisions of these terms and conditions, nor deprive any party of the benefits of such other provisions.

12.4 Neither party may assign an agreement based on these terms and conditions without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding this, Licensee shall always be entitled to assign such agreement to any other company whose votes and/or capital are more than fifty per cent (50%) controlled directly or indirectly by Telefonaktiebolaget LM Ericsson.

12.5 All notices required or authorised hereunder 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 The laws of Sweden (excluding its conflict of law principles) govern this agreement.

13.2 Any dispute or difference between the parties arising out of or in connection with this agreement 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. Any awards may be enforced by any court or authority having jurisdiction.

All arbitral proceedings conducted under this section shall be kept confidential, and all information, documentation or materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

APPENDIX A TO GENERAL CONDITIONS FOR SOFTWARE LICENSING

1. MAINTENANCE AND SUPPORT

If ordered in the Purchase Order by Licensee, Licensor shall provide maintenance and support services in accordance with this Appendix A.

1.1 HELPDESK

Licensor shall during regular business hours provide consultation and advice to Licensee regarding installation, operation and maintenance of the Deliverables. Further, general advice regarding submitted service requests shall be given. The Helpdesk Services shall primarily be provided by telephone or by electronic mail support.

1.2 REPORTING OF SR

Any service request ("SR") shall be sent to Licensor's contact person by electronic mail. During the SR analysis Licensee undertakes to provide Licensor with reasonable assistance in reproducing the error.

Each SR shall contain the following information: (a) Licensee product identification number, (b) Licensee SR identification number, (c) The Severity Level - High ; Medium or Low Severity, (d) A description of the commands and procedures that reveal the error; and (e) A short description of the error and its impact on Licensed Programs' performance.

The following additional information may be included if deemed necessary: (a) A description of the hardware and software environment, (b) specification of the version or release of the software of the relevant Licensed Program (or part thereof), (c) Examples of input, the resulting output and the expected output, and

(d) Any special information to fulfill the SR or circumstances surrounding the discovery of the error.

For each SR, Licensor undertakes to: (a) Confirm its receipt of the SR by Licensee's SR tool or electronic mail within the time periods set out in Section 1.5. The confirmation shall contain Licensor's identification number as well as Licensee's SR identification number, to be used in the subsequent communication between the parties, (b) Analyze the SR, verify the existence of the errors and note the Severity Level, and (c) Advise Licensee of any perceivable impact which a correction may have on the Deliverables.

1.3 CLASSIFICATION OF SR

Licensee shall classify SR answer priority with Severity Levels High, Medium or Low Severity dependent on the severity of the error, according to the definitions below. Re-classification of a Severity Level may be done by mutual agreement by the parties. The following four Severity Levels shall be used in order to classify the SR answer priority. The issuer of the SR shall set the priority.

High Severity Error. The presence of a High Severity Error implies that Deliverables cannot be substantially used, or have a major negative impact on the total system operation, system functionality, or system reliability with regard to Licensee's systems.

Medium Severity Error. The presence of a Medium Severity Error seriously affects the functionality of the Deliverables, but can be circumvented so that the Deliverables can be used, or implies that a program or function in the Deliverables cannot be used although other programs or functions remain unaffected, or implies that the Deliverables as a whole function but a certain function are somewhat disabled, give incorrect results or do not conform to the Documentation or any agreed standards.

Low Severity Error. A Low Severity Error has no significant effect on the functionality of the Licensed Programs or the usability of the Documentation.

1.4 CORRECTION OF ERRORS

High Severity Error. For errors classified as High Severity, Licensor shall first create a temporary remedy in order to solve the critical

situation, and thereafter a final remedy. Licensor shall use its constant and best efforts to complete the temporary remedy and the final remedy as soon as possible but never later than within the time period set out in Section 1.5. Licensor shall constantly keep Licensee informed of the progress of the correction work as well as, at Licensee's request, provide Licensee with written progress reports.

Medium Severity Error. For errors classified as Medium Severity, Licensor shall first create a temporary remedy and thereafter a final remedy. The temporary remedy and the final remedy shall both be completed no later than within the time periods set out in Section 1.5. Licensor shall report progress as reasonably requested by Licensee.

Low Severity Error. For errors classified as Low Severity, Licensor shall examine and create a remedy as soon as reasonably possible with regard to Licensor's then current workload and planning but not later than within the time period set out in Section 4.5.

1.5 RESPONSE TIMES AND REMEDY TIMES

Response Times and Remedy Times measured from the time of submitting an SR.

SR Type/Activity	Confirm receipt of SR	Temporary remedy	Final remedy
Correction of High Severity Errors	24 hours	48 hours	10 business days
Correction of Medium Severity Errors	2 business days	10 business days	20 business days
Correction of Low Severity Errors	10 business days	NA	Next update

1.6 PROVISION OF UPDATES

Licensor shall, when an update has been released, upon Licensee's request without delay provide Licensee with such update at no extra cost for Licensee as long as the agreement referencing these terms and conditions is in effect. Any Licensed Programs being updated according to this Appendix A shall become a Licensed Program and all updates shall be provided under the terms and conditions set out in the software license agreement. Licensee reserves the right to decide if or when an update shall be installed.