JAYWAY PRODUCTS BINARY CODE LICENSE TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING BINARY CODE LICENSE TERMS AND CONDITIONS WHICH ARE APPLICABLE TO THE USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS, YOU MAY NOT INSTALL OR USE THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE YOU ACCEPT THESE LICENSE TERMS AND CONDITIONS.

1 Definitions

License Agreement means these License Terms and Conditions applicable to the Software together with the Agreed Commercial Terms.

Reseller means a third party reseller of the Software authorized by JPAB to distribute the Software under these License Terms and Conditions.

Seller means either JPAB or a Reseller.

Parties means the Licensee and JPAB.

Party means either Licensee or JPAB.

Agreed Commercial Terms means the agreed commercial terms for the Software formalized in writing and executed by Seller and Licensee.

Licensee means the legal entity that has licensed the Software by agreement with the Seller.

Software means JPAB's software and any updates, new releases, modifications, which is licensed by JPAB to Licensee under these License Terms and Conditions. **JPAB** means Jayway Products AB, org no 556777-9896, with the address Hans Michelsensgatan 9, SE-211 20 Malmö, Sweden.

2 License fee

The applicable license fees are set out in the Agreed Commercial Terms. The license fee is a fee paid by the Licensee to Seller in consideration for the license of the Software. The license fees are non-refundable.

3 Grant of license

JPAB grants and the Licensee accepts a worldwide, non exclusive, non-transferable, non-sublicensable license to use the Software on the terms and conditions set out in the License Agreement. Under the license, the Software is licensed in binary (object) code only. The Software may be used as explicitly permitted by the License Agreement and solely within the Licensee's own internal operations.

The applicable type of license granted to Licensee, and the applicable term, is indicated in the Agreed Commercial Terms.

The Licensee must at all time ensure that the Software is used by the Licensee in accordance with the License Agreement. If the Licensee becomes aware of any authorized use or distribution of the Software by any person, then the Licensee must advise JPAB in writing without delay.

4 Restrictions on use

Licensee shall not, and shall not permit others to: (a) use the Software for time sharing, rental or service bureau use; (b) sell, sublicense, lease, distribute, reproduce, assign, grant a security interest in or otherwise transfer the Software or any rights therein; (c) modify, translate, reverse engineer, decompile or disassemble the Software or otherwise attempt to derive the source code of the Software (except to the extent provided by mandatory law); (d) create derivative works based on the Software.

5 Warranty

The Software is provided on an "as is" basis and JPAB does not give any representation, warranty or undertaking of any kind, either express or implied, including without limitation any warranties or conditions of (i) the merchantability, effectiveness, quality or fitness for any purpose of the Software (ii) that the Software is free from any defect or error, or (iii) that the Software will not infringe the copyright or other intellectual property right of any third party. Licensee is solely responsible for determining the appropriateness of using the Software and assumes any risks associated with the exercise of the license hereunder.

6 Software maintenance

JPAB or the Reseller offers maintenance and support services under separate terms and conditions.

7 Term and termination

The license granted in Clause 3 comes into force upon receipt by the Seller of initial payment of fees according to the Agreed Commercial Terms. The license can be terminated by destroying all copies, whole, portions or merged, of the Software. The License Agreement may be terminated by either Party if the other Party commits a material breach of the License Agreement. Either Party will have thirty (30) calendar days following receipt of written notice to remedy any material breaches. Immediately upon termination, the Licensee may not keep any copy of the Software and all copies, whole, portions, or merged, in possession, custody or control of the Licensee must be destroyed and written confirmation of such destruction provided to JPAB. Clauses 1, 2, 4, 5, 7, 8, 9 and 12 shall survive any termination of the License Agreement.

8 Limitation of liability

JPAB shall not be liable to Licensee or any other person or entity for any loss, damage, cost, expense or other claim (including consequential, direct, indirect, special, punitive or other damages and loss of data or profits) in relation to the Software including, without limitation: (a) any use or reliance on the Software; (b) any delay, interruption or other failure in the provision of the Software; or (c) any change in the form or content of the Software. In no event will JPAB's aggregate liability under any claims arising out of the License Agreement exceed the fees paid by Licensee to the Seller. JPAB shall not be liable for lost profits or for special, indirect, incidental or consequential damages, regardless of the form of action, even if JPAB is advised of the possibility of such damages. The foregoing liability limitations shall apply to the maximum extent allowed by applicable law.

Version 1.0 July 16, 2012 Page 1(2)

JAYWAY PRODUCTS BINARY CODE LICENSE TERMS AND CONDITIONS

9 Proprietary rights and confidential information

The Software is owned by JPAB and is protected by Swedish copyright laws, international treaty provisions and all other applicable national laws. The Licensee's rights in the Software are limited to those expressly granted in the License Agreement. JPAB and the Licensee agree to maintain each other's confidential information in strict confidence. The Parties agree to not reveal each other's confidential information to any third party or to use each other's confidential information for any reason other than to exercise rights or obligations clearly contemplated by the License Agreement.

10 Third party software

The Software contains third party software which is subject to other license terms and conditions. Such third party software and the applicable terms and conditions are indicated in the information provided with the Software. Use of the Software thus requires that Licensee accepts and agrees to abide by the applicable third party software license terms and conditions.

11 General

These License Terms and Conditions together with the Agreed Commercial Terms constitute the exclusive statement of the understanding between the Parties with respect to the matters set forth herein, and supersedes all other agreements, negotiations, representations and proposals, written and oral.

These License Terms and Conditions may not be amended without the prior written approval by JPAB.

In case of conflict between these License Terms and Conditions and the Agreed Commercial Terms, these License Terms and Conditions shall prevail unless JPAB has approved such conflicting terms.

Neither the Licensee nor JPAB may assign its rights and/or obligations under the License Agreement between Licensee and JPAB (in whole or in part), at any time, without the prior written consent of the other Party. However, JPAB shall be entitled to assign the License Agreement to any company within its group of companies, provided, however, that in each case, (a) the Licensee is notified in writing within ninety (90) days of such assignment, (b) the assignee agrees to be bound by the terms and conditions contained in the License Agreement.

If any clause of the License Agreement is held to be unenforceable or invalid for any reason, the clause shall be amended in accordance with applicable law to the fullest extent possible to reflect the original intent of the Parties and the remainder of the provisions of the License Agreement shall remain in full force and effect.

12 Applicable law and disputes

The License Agreement between JPAB and the Licensee shall be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination

or invalidity thereof, shall, with the exclusion of any other courts, be settled at the Malmö District Court, Sweden

Version 1.0 July 16, 2012