

Software License Agreement

1. Parties

The Parties of this Software License Agreement (SLA) are:

- 1) the software supplier AnyBody Technology A/S, hereinafter referred to as ABT;
- 2) the person or organization that, from ABT or an authorized reseller, has acquired the right to use the Product on the terms set forth herein, hereinafter referred to as Licensee.

ABT and Licensee are individually referred as Party and collectively as Parties.

2. Definitions

"SLA" means this agreement.

"AMMR" means the AnyBody Managed Model Repository™ including any add-ins, plug-ins or optional modules provided by ABT as part of the AnyBody Managed Model Repository™ or as stand-alone supplement to the AnyBody Managed Model Repository™.

"AMS" means the AnyBody Modeling System™ including any add-ins, plug-ins or optional modules and all related material for which Licensee has acquired the license from ABT or an authorized reseller.

"ASDK" means the AnyBody Software Development Kit™ including any add-ins, plug-ins or optional modules and all related material for which Licensee has acquired the license from ABT or an authorized reseller.

"Software License Agreement" (SLA) is this document specifying the terms for ownership of this license and use of the Product.

"Intellectual Property Rights" (IPR) means any intellectual property rights pertaining to the AMMR, the AMS and the ASDK, including without limitation copyrights, database rights, patents, trademarks and right in trade secrets.

"License Certificate" is a separate optional document signed by ABT, specifying different conditions for the Licensee than provided in this SLA. Such conditions supersede this SLA.

"Output" means any data output generated by the Products, whether in in physical, digital or other form and including without limitation representation in graphical or numerical form.

"Product" means AMMR, AMS or ASDK, while **"Products"** means combinations of AMMR, AMS, and ASDK, collectively.

"Use" or **"Using"** means to access, install, download, copy, or otherwise benefit from using the functionality of a Product in accordance with the documentation or the Output.

"AnyBody User" means the end user of AMS, AMMR or ASDK. The Licensee is responsible for ensuring that the AnyBody User is made aware of the terms of this SLA and complies with the terms hereof.

"Licensee SDK Application" means an application developed by or for the Licensee which includes the AMS, AMMR or the ASDK.

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- (3) create or attempt to create a product that will understand and interpret the communications and commands between Products;
- (4) use the ASDK in any manner (a) that interferes with the operation of any Product, (b) to circumvent any technical or licensing restrictions of Products, (c) to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware, (d) to use ASDK or any of its features to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, etc;
- (5) to develop another ASDK.

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3.8 Notwithstanding the foregoing, Licensee shall not attempt to modify, make unauthorized copies, reverse engineer, un-bundle, decompile, or disassemble the Products except to the extent mandated by mandatory legislation in Licensee's jurisdiction. Prior to decompiling a Product, Licensee must give written notice requiring ABT within a reasonable limited period of time that cannot be less than ninety (90) calendar days to provide the information and documentation necessary to produce interoperability. Licensee is entitled to decompile a Product only after ABT has failed to comply with such notice within a reasonable limited time period.

3.9 The Licensee may not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Product.

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5. License audit

5.1 Licensee is at all times obliged to ensure that the use of the Products corresponds to Licensee's license.

5.2 Licensee accepts that ABT monitors Licensee's use of the Products to the extent necessary for ensuring compliance with this license.

5.3 Licensee shall allow ABT to audit each installation once every six (6) months. The audits shall allow ABT to check that the usage corresponds to Licensee's license, so that ABT receives the license payments to which ABT is entitled and furthermore to observe that the Products are used according to this SLA. Licensee shall at Licensee's own cost assist ABT in performing any such audits and shall, at ABT's request, perform any measurement of AnyBody Users and installations requested by ABT and report the result of such measurements to ABT without undue delay.

5.4 If Licensee's usage exceeds the Licensee's licensed usage, or if ABT can otherwise demonstrate that additional license- or maintenance fees are due, then ABT is entitled to invoice Licensee in accordance with ABT's at that time current general price list. ABT's right to such payments shall not lapse even if ABT does not claim the payments upon the audit but only at a later date.

5.5. Nothing in the above shall restrict ABT from exercising any other remedies ABT has according to this SLA. This right includes without limitation the right to terminate the SLA.

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7.8 THE REMEDIES OF LICENSEE IN CASE OF A BREACH OF WARRANTY SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES TO WHICH LICENSEE IS ENTITLED REGARDLESS WHETHER THE LICENSE HAS BEEN PURCHASED FROM ABT OR AN AUTHORIZED RESELLER.

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8.1 If a third party makes a claim against the Licensee that any part of the Products infringes any patent, copyright or other intellectual property right (hereafter "Claim"), ABT shall be entitled – but not obligated – to assume the defense of the Licensee against the Claim and pay all costs, damages and expenses - including reasonable attorney's fees - finally awarded against the Licensee by a court having jurisdiction over the matter; provided that: (i) the Licensee notify ABT in writing no later than five (5) days after the Licensee has become aware of a Claim or a potential Claim; (ii) ABT may assume sole control of the legal handling of the Claim and all related actions and negotiations; and (iii) the Licensee – at his own cost - provide ABT with the assistance, information and authority, which in the opinion of ABT will be necessary to perform ABT's obligations under this clause.

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8.3 If, due to a Claim or the threat of a Claim, (i) any part of the Products is held by a court having jurisdiction over the matter, or in ABT's reasonable opinion may be held to infringe the rights of a third party by such a court, (ii) the Licensee receive a valid court order preventing the Licensee from using any part of the Products, or (ii) in ABT's reasonable opinion the Licensee may receive such an order, ABT may at its own choice and at its own expense (i) obtain for the Licensee the right to continue the use of this part of the Products, or (ii) delete, replace or modify the Products to make the Products non-infringing. If

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9.1 ABT may without the Licensee's consent assign its rights under this SLA to a third party, or entrust the performance of its obligations or parts hereof to subcontractors.

9.2 The Licensee may not assign his rights under this License to any third party without the prior written consent of ABT.

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10.1 The license shall continue until terminated according to Sections 10.2 below unless otherwise stated in the License Certificate.

10.2 ABT may terminate the SLA and the license if (1) Licensee has materially breached any of the provisions of the SLA, (2) ABT is required to do so by law. When the SLA comes to an end, all of the legal rights, obligations and liabilities that Licensee and ABT have benefited from, been subject to, or which have accrued over time while SLA has been in force or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of chapter 14 in this SLA shall continue to such rights, obligations, and liabilities indefinitely.

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All license fees for the Products are exclusive of taxes, withholdings, duties, or levies. Licensee shall pay all taxes associated with the Products, exclusive of any tax based on the income of ABT or its authorized reseller. If claiming a tax exemption, Licensee must provide a valid tax exemption certificate.

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12.1 This SLA constitutes the entire agreement between the Parties with respect to the use of the Products and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this SLA will be binding unless in writing and signed by both Parties. If any portion of this SLA is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this SLA.

12.2 The Licensee accepts to use his best efforts to ensure that the AnyBody Users of the Product abide by the terms and conditions of this SLA and in particular but without limitation do not reproduce, redistribute, retransmit, publish or republish, or otherwise commercially or in any other way exploit the Product save only as permitted under the terms of this SLA. Furthermore, the Licensee accepts to monitor compliance by each user with the terms of this SLA and immediately on becoming aware of any unauthorized use by an authorized User of the Products or any part thereof or other breach of this SLA take all reasonable steps both to ensure that such user ceases such activity and to prevent any recurrence of it including where necessary by terminating that user's access to the Products or any part thereof.

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