

VRICON EVALUATION END USER LICENSE AGREEMENT

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Such audits will: (a) be conducted only after a minimum of thirty (30) days prior written notice by Vricon to Licensee; (b) be conducted no more than once per calendar year; (c) be limited to a three (3) year audit period unless non-compliant findings are noted, in which case the audit period shall be expanded as appropriate in Vricon's reasonable opinion; (d) be conducted during reasonable business hours; and (e) be subject to reasonable confidentiality requirements.

- 5.2 If an audit results in a finding of non-compliance, Vricon may, at its discretion: (a) invoice additional license fees based on the standard Vricon fees in effect at the time of the original license grant; (b) assess interest charges from the time of the original fee payment due date at the lower rate of: (i) 1.5% per month; or (ii) the highest rate permissible under applicable law; (c) recover the cost of the audit if additional fees exceed five percent (5%) of the License Fees paid during the audited period; and/or (d) terminate this Agreement and the Vricon licenses in accordance with Clause 9 below. Licensee must pay all amounts so invoiced within thirty (30) days following the date of invoice.

6 Indemnification

- 6.1 Licensee will defend, indemnify and hold Vricon harmless from and against any and all claims that may arise against Vricon and/or its Affiliates out of Licensee's or any Authorized User's use of any Product, including any violation by Licensee or any Authorized User of Clauses 10.1 or 10.7 below.
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function and performance of the Products, or (iii) where the foregoing options are not reasonably available take back the infringing Products and refund the relevant License Fee payments hereunder.

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Vricon may immediately terminate the license granted to Licensee under this Agreement if Licensee is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if the receiver or administrator is appointed over its assets.

Vricon may also terminate the license granted to Licensee under this Agreement upon written notice to Licensee if Licensee or any Authorized User materially breaches this Agreement and fails to cure the breach

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10 General Terms

- 10.1 **GOVERNMENT AUTHORIZATION.** Licensee is responsible for compliance with all applicable foreign and national export control restrictions such as laws, regulations, authorizations, exemptions and/or end user undertakings applicable to export controlled products and associated technical data and technical assistance. Licensee shall furthermore not grant unauthorized digital access to export controlled products, technical data and technical assistance. Unauthorized access includes making available decryption keys or passwords that enable access to export controlled products or technical data. Licensee shall not export, verbally or physically, export controlled products, technical data and technical assistance in violation of any applicable laws, regulations, authorizations or end user undertakings.
- 10.2 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to use of each Product and supersedes all previous and contemporaneous agreements, understandings and arrangements, whether oral or written, in respect of the same Product(s).
- 10.3 **ASSIGNMENT.** Licensee may not transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of Vricon. Any attempted assignment or transfer in violation of this Clause 10.3 will be null and void. This Agreement will be binding on and inure to the benefit of the parties and their respective permitted successors and assigns.
- 10.4 **AMENDMENT.** This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both parties.
- 10.5 **WAIVER.** The failure or delay by a party to require performance of any provision of this Agreement does not constitute a waiver. All waivers must be in writing and signed by the party granting the waiver. The waiver by a party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or a different right or remedy in a subsequent instance.
- 10.6 **SEVERABILITY.** If any provision of this Agreement is invalid, illegal or unenforceable, that provision will be deemed to be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision.
- 10.7 **COMPLIANCE WITH LAWS.** Licensee is responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all these laws, regulations and other legal requirements including, without limitation, the 1997 OECD Convention on Combating Bribery of Foreign Government Officials, the 2003 United Nations Convention Against Corruption and the Foreign Corrupt Practices Act of the United States of America.
- 10.8 **NOTICES.** All notices of termination or breach must be in writing, in English. The email address for notices sent to Vricon is info@vricon.com. Notice is treated as given upon receipt, as verified by written or automated receipt or electronic log, as applicable.

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10.9 **CONTROLLING LANGUAGE.** This Agreement is drafted in the English language only. English will be the controlling language in all respects, and all versions of this Agreement in any other language are for accommodation only and will not be binding on the parties.

10.10 **GOVERNING LAW AND DISPUTE RESOLUTION.** All matters arising out of or relating to this Agreement will be governed by and construed under the laws and using the method of dispute resolution indicated below. Each party irrevocably submits to the exclusive jurisdiction of the applicable court set forth below. However, each party has the right at any time to seek a temporary or permanent injunction or other equitable remedy or relief in any court having subject matter jurisdiction anywhere in the world. With respect to arbitration, there will be one arbitrator and the proceedings will be conducted in English. The party or parties prevailing in any legal actions, arbitration or other proceeding relating to this Agreement, whether in arbitration, at trial or upon appeal, will be entitled to recover reasonable attorneys’ fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

If Licensee is domiciled in:	The governing law is:	Any suit, action or proceeding arising out of or relating to this Agreement must be:
A country in North America	The law of the Commonwealth of Virginia, USA, without reference to conflicts of law principles	Instituted in the United States District Court for the Eastern District of Virginia or the state courts located in Fairfax County, Virginia
All other countries	Swedish law	Referred to and finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration will be Stockholm.

16. **Definitions**

“Affiliate” means any legal entity controlling, controlled by or under common control with Vricon, Inc., where “control” means (a) the ownership of more than fifty percent (50%) of the equity or beneficial interest of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to direct or cause the direction of the management and policies of such entity by any means.

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“Product” means Licensed Data and/or a Licensed Program.

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“Term” means that period of time that Licensee is entitled to use each Product under this Agreement.

“Third Party” means any individual or legal entity other than Vricon, Vricon’s Affiliates, and the Licensee.

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