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END USER SOFTWARE LICENSE AGREEMENT ("Software License")

This Software License is a legal agreement between 2conciliate Business Solutions AB (hereinafter "2conciliate") and a CUSTOMER organization (hereinafter the "CUSTOMER" and, together with 2conciliate, the "PARTIES"). This agreement is applicable for the software 2c8 Modeling Tool.

This agreement defines the terms under which the license to the Software and to any such new releases thereof, which the CUSTOMER may be entitled to under the Software Updating Terms, shall be granted and the undertakings of the PARTIES with respect to such Software license and the Software updating.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein, the PARTIES hereby act and agree as follows:

1. License Grant and Ownership

2conciliate hereby grants to CUSTOMER against payment of the Software price a nonexclusive, non-transferable and non-assignable license to use the Software, in object code, all end user documentation necessary for such use.

This agreement is in all parts, where not otherwise specifically stated, also applicable to CUSTOMERS which has not purchased license from 2conciliate but are running the Software for testing or demonstration purposes, any temporary software modules or any software for which 2conciliate does not receive a payment of the Software price. In the case such CUSTOMER uses the Software any other use than the above stated, 2conciliate has the right to invoice the current Software price.

All title, copyright, trademark and other proprietary rights pertaining to or arising from the Software and the documentation referred to above in this Section 1 shall remain with 2conciliate. Without prejudice to the generality of the aforesaid, the CUSTOMER shall not have under any circumstances any right to make copies or reproduce in any medium or in any manner or adapt or modify or translate or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws or in this agreement. Official 2conciliate Software products, 2conciliate services and all related materials are always written in English, but can be provided in other languages.

2. License Activation and License key

The CUSTOMER accepts that a customer specific license key obtained from is required to activate the Software License in a designated system ("License key") and that 2conciliate is entitled to register information concerning CUSTOMER's designated system, number of users and use of the Software for the purpose of administrating License key's and its rights under this Software License. The CUSTOMER further accepts that no License key will be created, and license key will not be distributed until full payment of the Software price is received by 2conciliate.

The CUSTOMER is responsible for the use of license key and Software Licenses activated by CUSTOMER's license key. 2conciliate is entitled to invoice all licenses activated by the CUSTOMER's license key and the CUSTOMER shall promptly pay for the additional licenses activated by CUSTOMER's license key in accordance with the current Software price. A license can be transferred to a new user if the reason is that the original licensee terminates his employment with the CUSTOMER. If the CUSTOMER wishes to transfer the license for any other reason a fee of 25% of current annual maintenance cost will be charged.

3. Term

This Software License shall be effective as agreed. The Software License shall be valid for the agreed time period or the Software License shall continue indefinitely. In any case, the Software License is subject to the provisions contained below in Section 10.

4. Undertakings by the CUSTOMER with Respect to the Software

Without prejudice to the generality of the grant of this Software License set forth above in Section 1, the CUSTOMER undertakes with respect to the Software:

- (a) not to make copies or reproduce or translate or adapt or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws or in this agreement;
- (b) to maintain accurate and up-to-date records at all times of the number, location and number of users of all copies of the Software and on what equipment the Software is used and to notify 2conciliate of any amendments necessary and to provide the information to 2conciliate on request;
- (c) to supervise and control the use of the Software in accordance with the terms of this Software License Agreement; (d) to reproduce and include the copyright notice contained in or on the Software, on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein; and
- (e) not to provide or otherwise make available the Software in whole or in part (including but not limited to applications, program listings, object code, source program listings, and source code), in any form, to other persons than included in the Purchase agreement, 2conciliate personnel or 2conciliate authorized resellers or representatives, without prior written consent from 2conciliate or as otherwise provided in this Software License or under the applicable mandatory laws.

5. Alterations and Additions to the Software

Alterations and additions to or in connection with the Software may only be carried out by 2conciliate or 2conciliate authorized resellers or representatives and no liability whatsoever shall be accepted by 2conciliate for any alterations or additions carried out by others than 2conciliate nor for any effect on the Software.

Customizations of the Software to the extent and scope defined in the end user documentation are allowed and are in accordance with this agreement and are not in breach of the copyright of 2conciliate Software. No copyright or other Intellectual Property Rights are affected or transferred in making the customizations. No liability whatsoever shall be accepted by 2conciliate for any customization of the Software nor for any effect may such customizations have on the Software or the support thereof.

The CUSTOMER can demand the right to translate the Software to other languages or otherwise alternate text in the Software. Such translation and alterations shall be approved by 2conciliate with written notice. The Customer is obliged to provide 2conciliate with all sources for the translation or alteration and 2conciliate shall be given full copyrights to the material, including but not limited to, usage, alteration and distribution.

The CUSTOMER can purchase the right to alter the graphical design of the Software, including but not limited to, colors, images and frames. Such rights shall be specified in the Purchase agreement. If the CUSTOMER makes alterations to the graphical design without the rights thereto, or alters the design, he is obliged to immediately purchase such right.

6. Non-disclosure

Neither of the PARTIES shall disclose to a third party nor use for any purpose other than for the proper fulfillment of the obligations under this Software License information received from the other Party in whatever form under or in connection with this Software License without obtaining the other Party's written permission thereto. The PARTIES expressly acknowledge not to publish or disclose the existence or terms of this Software License to any third party without a prior written consent of the other Party, except that as may be required by applicable mandatory law. 2conciliate is allowed to add CUSTOMER's name and logo to the reference list of Software users.

The foregoing undertaking shall not apply to any such information which

- (a) was in the public domain at the time of the disclosure of such information or later became part of the public domain without breach of these confidentiality obligations;
- (b) was in the possession of the Party receiving confidential information prior to the disclosure;
- (c) the receiving Party can demonstrate as having received from a third party and such receipt does not constitute a breach of any confidentiality undertaking of the third party; or
- (d) can be shown to have been independently developed by personnel of the receiving Party having no access to the information. Without prejudice to the generality of the aforesaid, each Party agrees to protect the confidentiality of the information at least with the same due care it exercises with respect to its own confidential information and business secrets. The obligations set forth in this clause shall apply for a period of five (5) years as of the date of the disclosure of the information in question, regardless of an earlier expiry or termination of this Software License or the Purchase Agreement.

7. Warranty and Liability

2conciliate warrants that the Software shall upon delivery and ninety (90) days from delivery substantially conform to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to CUSTOMER as the original licensee. The CUSTOMER acknowledges that software in general is not free of errors and agrees that the existence of such shall not constitute a breach of the Software License. Software errors are defined for the purpose of the Software License as any error in the Software that substantially affects the Software's performance under the Software License.

In no event does 2conciliate warrant that the Software is error free or that CUSTOMER will be able to operate the Software without problems or interruptions. In the event that the CUSTOMER discovers an error and notifies 2conciliate of such within three (3) calendar months of the delivery of the Software, 2conciliate shall use reasonable endeavors to correct the error, provided that the error is not due to any modification, variation or addition to the Software not performed by 2conciliate or by the incorrect use, abuse, or corruption of the Software or by use of the Software with other software or on equipment with which the Software is not compatible.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which 2conciliate does not receive a payment of the Software price. All such software products are provided AS IS without any warranty whatsoever. Although 2conciliate does not warrant that the Software delivered under this Software License shall be free from all known viruses 2conciliate has used commercially reasonable efforts to check for the most commonly known viruses prior to packaging but the CUSTOMER is solely responsible for virus scanning the Software. 2conciliate is entitled to determine at its discretion whether to repair, replace or provide a credit for the defective Software. For those products, which include Software, 2conciliate

may cure an error by an error correction or avoidance action. In no event and due to the nature of programs no guarantee is given of uninterrupted or error free running or that all errors can or will be rectified by error correction or avoidance action.

2conciliate's obligation under above warranties shall be its sole liability and 2conciliate shall have no other liability whatsoever whether in contract, tort or otherwise as regards the quality, fitness for purpose or merchantability of the Software or for any loss or damage, and all other representations, conditions, warranties and terms whether express or implied, statutory or otherwise are hereby excluded save to the extent that the same are not capable of exclusion at law.

2conciliate SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER, DIRECTLY OR INDIRECTLY, CAUSED BY OR ARISING IN CONNECTION WITH THE SOFTWARE, ANY NEW RELEASE OF THE SOFTWARE OR THEIR USE OTHERWISE, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER THE APPLICABLE LAW.

NOTWITHSTANDING THE GENERALITY OF THE AFORESAID, 2conciliate SHALL NOT IN ANY EVENT BE LIABLE WHETHER IN CONTRACT, TORT, BY REASON OF NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE, ITS USE OR ANY ITEM OR SERVICE PROVIDED OR IN RESPECT OF ANY EQUIPMENT OR PROPERTY USED IN CONNECTION WITH THE SOFTWARE, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS.

The CUSTOMER shall be responsible for taking back-up copies of its data and data files and verifying the functionality of such back-up copies. 2conciliate shall not be liable for the loss of, damage to or alteration of data or data files of the CUSTOMER due to any cause and the resulting damage and expenses incurred, such as expenses based on the re-creation of data files.

Except for any liability of 2conciliate not able to be excluded at law, the liability of 2conciliate shall not exceed fifty percent (50%) of the net amount actually paid to 2conciliate in respect of the supply of the particular Software or services, which gave rise to the liability in question.

8. Intellectual Property Rights (IPR)

2conciliate warrants that the Software does not infringe on any third-party rights, including patents and copyrights of any kind. This warrant is not valid for any graphical changes, modifications, alterations, translations or other changes initiated by the customer.

2conciliate shall indemnify the CUSTOMER for any claims finally settled in court as well as legal expenses in connecting to the processing of cases regarding infringement of third-party patents, copyrights or other intellectual property rights relating to the Software.

2conciliate shall be notified immediately when claims are submitted of the abovementioned nature, and 2conciliate shall be entitled to take legal actions at own expense, or settle any case out of court in connection with such alleged infringements. 2conciliate shall be given the right to choose legal actions and control the legal process. The absence of the above stated notification, or/and the CUSTOMER does not take actions decided by 2conciliate, all rights to indemnification will be void. 2conciliate shall be entitled to either obtain the right of continued use of such IPRs, or to make program changes to the effect that such infringements discontinues, or to terminate this Software License with immediate effect and to return all fees paid by the CUSTOMER, which is the exclusive remedy in this effect.

9. Force Majeure

2conciliate shall not be responsible for the non-performance of its obligations under this agreement if performance becomes impossible or unduly burdensome due to events that are not foreseeable and which are beyond the responsibility and control of 2conciliate: i.e., events of force majeure such as, but not limited to, partial or total strikes, either internal or external, lock-outs, inclemency, epidemic, blockage of means of transport, communications, or supply for whatever reason, earthquake, fire, storm, flood, water damage, and governmental or legal restrictions.

10. Termination

Without prejudice to other rights or remedies possibly available, either Party may by notice in writing terminate this Software License with immediate effect if the other Party is in material breach of its obligations under this Software License and either that breach is incapable of remedy or the other Party shall have failed to remedy its breach within one (1) calendar month after receiving written notice requiring it to remedy that breach. 2conciliate may furthermore terminate this Software License with immediate effect if

- (a) the CUSTOMER becomes incapable to meet its debts as they fall due,
- (b) the CUSTOMER suspends its business,
- (c) liquidation, bankruptcy, winding up, or reorganization proceedings against the CUSTOMER or its assets have been petitioned for or initiated,
- (d) the CUSTOMER proposes or undertakes a debt arrangement with its creditors or anything equivalent in effect, or
- (e) the CUSTOMER applies for or consents to the appointment of a receiver or trustee of a substantial part of its assets. In the event this Software License is terminated, the CUSTOMER shall return the Software and any new releases thereof and all documentation and materials related thereto or certify to 2conciliate that such has been expunged from the CUSTOMER's systems and destroyed.

11. Applicable Law and Settlement of Disputes

This Software License shall be governed by, and construed in accordance with the laws of Sweden. Any dispute or controversy arising out of or relating to this Software License shall be referred to and determined by arbitration in accordance with the Swedish Act on Arbitration. The arbitration shall be held in Stockholm, Sweden and the arbitration proceedings shall be conducted in the English language. The arbitral tribunal shall consist of one (1) sole arbitrator, who shall be appointed by the Board of Arbitration of the Central Chamber of Commerce of Sweden.

12. Miscellaneous

(a) Assignment

This Software License may not be assigned by the CUSTOMER without the prior written consent of 2conciliate. Any assignment in violation of the provision hereof shall be void. All of the terms and provisions of this Software License shall be binding upon and be enforceable by the respective legal successors and assignees of the PARTIES. No assignment, whether in breach or in accordance with this Software License shall release the assignor from its obligations hereunder.

(b) Notices

All notices required by this Software License to be given by either Party to the other Party shall be in writing and sent by registered mail, fax or e-mail and shall be addressed to the contact address specified in the Purchase Agreement. No amendments, changes, revisions or discharges of this Software License, in whole or in part, shall have any force or effect unless set forth in writing and signed by the PARTIES hereto.

(c) Severability

If any section or lesser provision of this Software License is held invalid for any reason or for any purpose, such invalidity shall not affect other sections or lesser provisions of this Software License, in spite of the exclusion of the invalid provision, the Software License can be given effect in line with the basic intentions of the PARTIES and to this end the sections and lesser provisions of this Software License are declared to be severable.

(d) Waiver

No term or provision here of shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

(e) Validity of Purchase Agreement

All provisions in the Purchase Agreement shall be directly and automatically applicable to this Software License to the extent that this Software License does not contain anything specifically to the contrary. In the event of conflict between any provision of this Software License and any provision of the Purchase Agreement, the provision of this Software License shall prevail.

(f) Headings

Headings are used in this Software License for convenience only and shall not affect any construction or interpretation of this Software License.

13. Software updating and support

§1. Update service

2conciliate provides the CUSTOMER against payment of the annual fee (Update and support Fee) certain Software updating (Update service) to the Software to which the CUSTOMER is entitled under the Software License. This Update Agreement defines the terms under which the Software updating is provided to the CUSTOMER. All the applicable terms and conditions of the Software License shall apply to the Software updating.

§2. Updates

Updates of the Software shall be provided by 2conciliate commencing on the effective date of the CUSTOMER's purchase of the Update service.

§3. Update Term, Renewal and Termination

The initial period for the agreement is for the remainder of the current year from the commencement date and possible subsequent years as shown in the invoice for the order. At the end of this first period this agreement is automatically extended for another twelve (12) consecutive calendar months unless one of the parties thereto gives written notice of intention not to renew this agreement at least 90 days before the end of the current period.

Unless this Update Agreement is properly terminated as stated above, CUSTOMER shall promptly pay the total annual Update Fees, according to the at present time valid pricelist, for the initial and each renewal Update Term. The maintenance and support fee for server functionality will be invoiced at the price list level matching the number of licensed users of 2c8 Modeling Tool at the customer. Payment term is 30 days net. 2conciliate may choose to assign the right to invoice the CUSTOMER for the Update Fees to its authorized reseller or representative. 2conciliate

may choose to annualize such update terms in future periods such that all agreements between the CUSTOMER and 2conciate will have a common anniversary date. The Update Fee will be prorated to reflect any period different than one year. 2conciate shall be entitled to adjust the annual Update Fee by notifying the CUSTOMER of the change in writing at least one-hundred-and-twenty (120) days before the expiration of the current Update Term. 2conciate agrees to provide Update service for the Software for a term of one (1) year from the Effective Date of the purchase of the Update service, as follows:

During the Update Term, 2conciate shall supply the CUSTOMER with all Updates, defined as error corrections, modifications, enhancements, patches, fixes, alterations, or revisions to the Software and Documentation at no additional cost or charge, exclusive of reasonable charges for shipping and handling. The CUSTOMER is required to install any Updates to its continued use of the Software within 18 month of release. Releases older than 18 month are not supported.

§4. Versions

2conciate agrees to provide Versions of the Software in a timely fashion. The version is numbered according to following.

- First number is called "Major" and consists of a big change in functionality and/or user interface.
- Second number is called "Minor" and consists of new functionality and changes that requires updating the server installation.
- Third number is called "Maintenance" and consists of bug-fixes which do not affect the server installation.

Major bugs – a Major bug means that the software cannot be used and no work around is available. All Major software bugs, when reported by CUSTOMER will be acknowledged and communicated to CUSTOMER within a 24 hour period or 1 business day. 2conciate will continuously work, throughout each business day, until resolved and/or have identified a work around within an additional 24 hour period and will subsequently release a new version addressing the Major bug.

Minor bugs - all Minor bugs, when reported by CUSTOMER will be acknowledged and communicated to CUSTOMER within five (5) business days from the time reported. 2conciate will resolve and address Minor bugs as part of the next planned release.

2conciate shall be entitled to adjust the routines at all time. If routines are changed a notice shall be communicated at www.2c8.com.

During the Update Term, the CUSTOMER will give 2conciate a written notice of any deficiency or performance dysfunction in, to or with the Software ("Error Notice"). In conjunction with an Error Notice, the CUSTOMER will provide the following data where necessary:

- (a) the operating conditions under which the defect/dysfunction occurs (including the specific hardware/software configuration);
- (b) a description of what occurs versus what should have occurred;
- (c) a representative example of inputs for repeating and analyzing the problem.

Notifications shall be made according to routines specified in the Purchase Agreement.

§5 the CUSTOMER have right to support. Support is available during 2conciates local office hours, 9.00 am to 12.00 pm and 1.00 pm to 4.00 pm (CET + 1), except local public holidays. Support shall be addressed to 2conciate by report forms available at www.2c8.com or mail support@2c8.com.

§6. Other services

The CUSTOMER will be responsible to pay 2conciliate's normal charges and expenses for time or other resources provided by 2conciliate for installation, including but not limited to, technical guidance, compability analyzes and customized instructions.

§7. Fees and expenses

The CUSTOMER shall contact 2conciliate or 2conciliate's authorized resellers or representatives for current fees, costs and expenses.

§8. Warranty and liability

CUSTOMER's rights and obligations, including CUSTOMER's limited warranty rights, concerning the use of any Builds and Versions (or any other programming provided by 2conciliate, regardless of its form or purpose) shall be subject to, and as provided in, the Software License.