

## SOFTWARE LICENSE AGREEMENT

Important: Read this software license agreement ("**Agreement**") carefully. It is a legal agreement governing your use of the software which defines graphical user interface parameters (the "**Software**") provided by Trigent AB ("**Trigent**") and certain updates thereto. The graphical user interface parameters are stored in a QML file format (the "**QML file**").

By downloading, installing or using the Software and/or the QML file, You (on behalf of yourself and/or the company or legal entity on whose device the Software is installed) agree to be bound by the terms and conditions stated in this Agreement. If You are accepting these terms on behalf of another person or company or other legal entity, You represent and warrant that You have full authority to act for and to bind that person, company or legal entity to these terms.

Trigent may at any time, subject to Trigent's notice to You in writing or by e-mail, renew, modify or amend this Agreement from time to time. Trigent will then make such new versions of this Agreement available on the same website as where the Software is made available for download. If You continue to use the Software, You are deemed to have accepted such revisions.

### 1. USE OF THE SOFTWARE

The Software, including any updates or error corrections provided by Trigent , as well as any user manuals or other documentation provided with the Software, is the property of Trigent.

Subject to the terms and conditions of this Agreement, You are hereby granted a non-exclusive, non-transferable, non sub-licensable, royalty-free, worldwide license to install and use the Software to create a QML file to be used together with EmpirBus products. This license further entitles You to modify the QML file on the same terms as set out in this Agreement.

You may not (except for backup purposes) amend, modify, redistribute, decompile, reverse engineer, disassemble or create derivative works of the Software or any part thereof or otherwise use the Software in any manner not authorized by this Agreement. You must not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Software.

Trigent may, temporarily or permanently, stop providing the Software to You or users in general. Trigent may make upgrades or updates of the Software at any time, but shall have no obligation to provide any upgrades or updates of the Software to You.

### 2. OWNERSHIP

All ownership and intellectual property rights in the Software and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trade marks, trade-secrets and proprietary know-how, shall be owned by and vested in Trigent, and nothing in this Agreement shall constitute

or be interpreted as a transfer of such rights from Trigentec to You. You are solely entitled to the limited license to the Software expressly granted under this Agreement.

### **3. FEES AND PAYMENTS**

At present, the Software is provided by Trigentec to You free of charge. However, Trigentec has the right to, at any time, charge a license fee in respect of future versions of the Software. If Trigentec decides to charge for access to and use of future versions of the Software, Trigentec will inform You thereof, following which You may elect not to use such future versions of the Software.

### **4. NO WARRANTY**

You expressly agree and acknowledge that the Software is provided "as is" and that any use of the Software is made on Your sole responsibility and that Trigentec does not make any warranty, express or implied, regarding the Software and expressly disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement.

For the avoidance of doubt, Trigentec shall have no responsible or liability for the final outcome of Your modified versions of the interface of the Software.

### **5. INDEMNITY**

You agree to indemnify and hold Trigentec harmless from any claim or demand (including without limitation attorney's fees) made by any third party due to or arising out of Your use of the Software in breach of this Agreement, or otherwise due to Your breach of this Agreement.

### **6. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, TRIGENTEC WILL IN NO EVENT BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF TRIGENTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Trigentec's aggregate and total liability under this Agreement in respect of any one or more events or series of events (whether connected or not) which may occur under this Agreement shall in no event exceed one (1) price basic amount in accordance with the Swedish Social Security Code (2010:110).

### **7. MISCELLANEOUS**

This Agreement constitutes the complete Agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof. Unless specified otherwise in this Agreement, this Agreement may not be modified or changed in whole or in part, in any manner.

Trigentic's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Trigentic may assign any of its rights and/or obligations under this Agreement, without any prior approval.

## **8. TERMINATION**

In addition to any other rights that may be available at law in equity or otherwise, Trigentic shall be entitled to immediately terminate this Agreement without prior notice if You fail to comply with any term of the Agreement.

Upon termination of this Agreement, for whatever reason, You agree to immediately cease all use of the Software and to erase and destroy all copies of the Software in Your possession or control. Trigentic will not have any liability to compensate You for any damages suffered due to Trigentic's termination of this Agreement.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Sweden. No choice of law rules of any jurisdiction will apply.

Any claim, dispute or controversy arising out of or in connection with this Agreement shall be settled by the District Court of Gothenburg, as court of first instance.