

SCHEDULE 2

STRUSOFT LICENSE AND MAINTENANCE CONDITIONS

1. Definitions

In these general license and maintenance terms and conditions ("T&C's") the terms:

- "Agreements" means the License Agreement and the Maintenance Agreement as defined below.
- "License Agreement" means StruSoft License Agreement including its Schedules agreed between the parties.
- "Licensee" means the party with by signing the License Agreement desires to become a user of the Licensed Software.
- "Licensed Software" means the software including documentation and technical know-how as listed in Schedule 1 to the License Agreement, and also covers all systems, subsystems and programs, all documentation as well as all other material and know-how concerning the Licensed Software made available to the Licensee, in original as well as copies, and the improvements and additions of the Licensed Software continuously introduced by StruSoft under the Maintenance Agreement or as set forth in Schedule 1.
- "Maintenance Agreement" means StruSoft Maintenance Agreement including its Schedules which separately may be agreed between the parties.
- "Services" means installation, training, assistance and other consultant work which all separately may be agreed between the parties.

2. Ownership

2.1. The right of ownership of the Licensed Software and any and all intellectual property rights related hereto shall remain with StruSoft or as the case may be its suppliers or another company within the StruSoft group.

2.2. Possible further development of the Licensed Software or adaptation of the Licensed Software in any way does not change the right of ownership in Clause 2.1 above.

3. License Rights and Limitations

3.1. The Licensee agrees and accepts that the Licensee has no right to distribute, sublicense, assign, sell, rent or otherwise transfer or pledge the Licensed Software to any third party using in one form or other the Licensed Software unless StruSoft in advance has given its written permission to do so.

3.2. The Licensee has no right to copy the Licensed Software except for copies deemed necessary for back-up and security. Such copies of the Licensed Software are for internal use only and shall be covered by the definition of the Licensed Software.

3.3. The Licensee is under the obligation not to take any action to modify, reverse assemble, reverse compile or reverse engineer the Licensed Software or any portion of it except to the extent permitted under compulsory law.

3.4. The Licensee agrees that StruSoft will exercise license control of the Licensed Software.

3.5. Until full payment for the Licensed Software has been received by StruSoft, StruSoft has the right to restrict the use of the Licensed Software to one month after the due date of the first unpaid payment.

4. Delivery of Software

4.1. StruSoft will deliver the Licensed Software at the Licensee's Site according to the list and delivery schedule set forth in Schedule 1 to the License Agreement.

4.2. The computer equipment and software required by StruSoft allow for the proper installation of the Licensed Software.

4.3. The Licensed Software is considered delivered and received in a proper way if the Licensee has not in writing within fourteen (14) days after the delivery conveyed flaws or faults that prevent the use, or if the Licensee has taken the Licensed Software in use.

5. Installation

The installation of the Licensed Software shall be performed by the Licensee, if not otherwise agreed as set forth in Schedule 3 to the License Agreement (optional).

6. Delivery of Services

If agreed upon Services will be done by StruSoft as set forth in Schedule 3 to the License Agreement (optional).

7. Maintenance

7.1. General

StruSoft will provide maintenance of the Licensed Software to the extent and on the conditions set forth in the Maintenance Agreement or as set forth in Schedule 1 to the License Agreement. The maintenance of the Licensed Software comprises as follows.

7.2. Error Corrections

StruSoft undertakes to use its reasonable commercial efforts to correct or circumvent errors in the Licensed Software, pointed out and documented in writing by the Licensee, and not caused by unsuitable operation or treatment of the Licensed Software, provided that StruSoft receives necessary documentation and information about the errors.

7.3. Support

StruSoft undertakes to provide general telephone and e-mail support concerning Licensed Software given during ordinary working hours. The support includes answering user questions and related matters but no training or similar.

7.4. Releases

7.4.1. StruSoft undertakes to create regular Licensed Software releases to the Licensed Software concerning improvements, revision of design codes and additions initiated by StruSoft or Licensed Software users, which in a natural way belong to the Licensed Software functions originally delivered.

7.4.2. StruSoft will continuously adapt the Licensed Software to new system environments, developed by the computer and equipment manufacturers, to the extent StruSoft finds it reasonable and effective. This may require the Licensee to establish the same system environment to be able to implement future releases.

7.4.3. StruSoft is interested in receiving information from Licensed Software users with suggestions for improvements and additions of general interest. Such improvements will by StruSoft be considered for implementation in the Licensed Software.

7.5. Transfer of Information

7.5.1. The Licensee shall appoint a contact person for the purpose of co-ordinating all contacts with StruSoft of technical nature related to the maintenance.

7.5.2. The basic material and information supplied by the Licensee to StruSoft for the handling of error corrections must be correct and complete.

7.5.3. If the Licensee reports an error, which is later found to be caused by unsuitable operation or treatment of the Licensed Software or if the information is incomplete, or if the Licensee asks for information which is available in the system documentation within the Licensee's organisation or has been part of the system education, StruSoft has the right to charge the Licensee for the time spent for analysis, etc. performed by StruSoft as a consequence of the Licensee's report.

8. Payment, Terms and Conditions

8.1. The Licensee shall pay a license and maintenance fee, a Subscription fee or a rental fee and compensation for the Services rendered by StruSoft under the Agreements in accordance with what is set forth in Schedule 1 and Schedule 3 (optional) to the License Agreement.

8.2. Payments are to be made in thirty (30) days against invoice unless there is no other agreement between the parties. The payments schedule is detailed in Schedule 1 and Schedule 3 (optional) to the License Agreement. The maintenance, Subscription or rental fee shall be paid in advance from the given start date of the maintenance, Subscription or rental and for each given payment period stated in Schedule 1.

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8.3. All compensations are subject to adjustment on each January 1 according to the current price list.

8.4. All prices are exclusive of, and the Licensee is responsible for, all fees and taxes, including but not limited to custom duties, importation fees, sales, use, withholding, gross revenue and like taxes, dues and charges assessed or incurred in connection with the provision of goods and services hereunder, except taxes imposed on StruSoft by law. Should StruSoft so require, the Licensee shall provide StruSoft with evidence to the reasonable satisfaction of StruSoft that payment referred to in this Clause has been made by the Licensee.

8.5. Interest on overdue payment is 1.5% per month (for companies in Sweden, according to the Swedish law). Any complaints on the invoice are to be made within seven (7) days after the Licensee received the invoice.

9. Liability and Limitation of Liability

9.1 Except as follows from Clause 14, the Licensee is responsible for the use of the Licensed Software and all consequences arising therefrom, whether direct or indirect or by claims by a third party, and shall hold harmless, defend and indemnify StruSoft against any losses, costs, damages and expenses related hereto.

9.2. StruSoft shall not be liable to the Licensee for any loss or damage caused arising directly, indirectly or by claims from a third party in connection with the Licensed Software, the use of the Licensed Software or otherwise, whether the damage originates in a program system error, in unsuitability or in non-profitability of the undertakings or in any other circumstances.

9.3. StruSoft shall in no event be liable for special, indirect, incidental or consequential damages, such as loss of data, use and profits, downtime costs and capital costs or claim of third party, whether on account of defects, performances, non-performances, delays, personal injuries, property damages or otherwise.

10. Force Majeure

10.1. Neither party shall be under any liability to the other hereunder on account of any loss, damage or delay occasioned or caused by non-performance of any obligation under the Agreements and these T&C's due to any act or omission on the part of the other party or due to strike or other labour disputes, riots, fire, war, shortage of power, compliance with law, other causes beyond the control of the party failing to perform (hereinafter referred to as "Event of Force Majeure") whether or not similar to the foregoing, as well as loss, damage or delay in deliveries from subcontractors caused by any of the above mentioned circumstances.

10.2. If an Event of Force Majeure exists for a continued period of six (6) months the Licensee and StruSoft shall forthwith consult together in good faith to consider all available alternatives to resolve the Event of Force Majeure.

10.3. Should the Licensee and StruSoft be unable to reach an agreement on the appropriate course of action to be taken within one (1) month of such consultation, each party shall have the right to terminate the Agreements with immediate effect.

11. Breach of the Agreements

In the event of a party's material breach of the Agreements or these T&C's, such as but not limited to the Licensee's breach of its undertakings under Clause 3, the other party may, in addition to any other rights this party may have hereunder, and in addition to any other remedies available to it at law, in writing terminate the Agreements with immediate effect. Each party shall hold harmless, defend and indemnify the other party from and against any and all losses, costs, damages and expenses arising out of or in connection with such breaches of the Agreements or these T&C's.

12. Effects of Termination

On any expiration or termination of the Agreements, (i) all Licensee's rights in respect of the Licensed Software shall terminate, (ii) Licensee shall cease the use of the Licensed Software, (iii) Licensee shall promptly return to StruSoft, or delete or destroy, all copies of the Licensed Software and send to StruSoft a statement in writing certifying such return, deletion or destruction, and (iv) all outstanding sums payable to StruSoft shall immediately become due/payable.

13. Personal Data

13.1. StruSoft will process certain personal data of its Licensee's employees, consultants, advisors and other representatives of the Licensee under the Agreements and these T&C's ("Representatives"). StruSoft processes personal data and other information about Representatives to the extent necessary for StruSoft to administer the Agreements and these T&C's and the relationship with the Licensee, provide maintenance and support, and increase user utility, among other things, by e-mailing newsletters. In these e-mails marketing may occur. For further information about StruSoft's personal data processing reference is made to StruSoft's privacy policy on www.strusoft.com. StruSoft is in the abovementioned respects the data controller. The Licensee is responsible to inform all relevant Representatives about the content of this Clause 13.1 and to inform StruSoft of any changes of Representatives and/or their personal data relevant for this Agreement and these T&C's.

13.2. To the extent StruSoft should process personal data on behalf of the Licensee or otherwise have access to personal data on behalf of the Licensee in conjunction with the performance of its obligations under the Agreements or these T&C's, the Licensee is the data controller and StruSoft the data processor.

14. Infringement

14.1. StruSoft shall defend, at its expense, any claim or suit brought against the Licensee alleging that any Licensed Software furnished under this License Agreement infringes an intellectual property right in Sweden or the country of the Licensee. The Licensee undertakes to notify StruSoft of such claim promptly in writing, and to provide information, reasonable assistance and give StruSoft sole authority to defend or settle the claim.

14.2. In the defence or settlement of the claim StruSoft may obtain for the Licensee the right to continue using the Licensed Software, replace or modify the Licensed Software so that it becomes non-infringing or, if such remedies are not reasonably available, grant the Licensee a credit for the Licensed Software as depreciated and accept its return.

14.3. StruSoft shall not have any liability if the alleged infringement is based upon the use of the Licensed Software in combination with other products or devices not furnished by StruSoft.

14.4. StruSoft disclaims all other liability for intellectual property rights infringement, including any direct, incidental or consequential damages.

15. Confidentiality

15.1. All information, documentation of confidential nature, software listings, source or object code which either party may have furnished and may from time to time furnish to the other party relating to the Licensed Software or support thereof and information about the parties activities of confidential nature is proprietary and confidential. The parties hereby agrees that it shall use the same solely in accordance with these T&C's for the use solely under and pursuant to the Agreements

and that it shall not at any time during or after expiration or termination of the Agreements (in whole or in part) disclose the same, whether directly or indirectly, to any third party provided:

- Such information is not and does not become a part of the public domain.
- It concerns such information the receiving party had knowledge of before the disclosure or is not subsequently known by virtue of a disclosure from a third party not subject to confidentiality or non-disclosure requirements.
- Unless accepted by the disclosing party.

15.2. Each party shall hold harmless, defend and indemnify the other party from and against any and all direct losses, costs, damages and expenses arising out of or in connection with the failing party's non-compliance with the requirements of this Clause 15.

16. Transfer of the Agreements

The Licensee is not entitled to assign or transfer neither its rights nor its obligations under the Agreements and these T&C's in whole or in part to any third party, nor to a new site nor to a legal entity of any kind owned or controlled in whole or in part by the Licensee without StruSoft prior written consent.

17. Survival

If the Agreements are terminated or expire for any reason the Clauses regarding liability and limitation of liability, ownership, limits of the right of use, confidentiality and transfer of the Agreements shall remain binding upon the parties.

18. Validity

The Agreements are valid when signed by an authorized representative of each party.

19. Disputes

19.1. The Agreements and these T&C's shall be governed by and construed in accordance with the laws of Sweden.

19.2. Any dispute, claim, controversy or difference arising out of or in connection with the Agreements or these T&C's, or the termination, breach or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The proceedings shall take place in Malmö, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

20. Language of the agreement

The Agreement may be executed in one or more language versions. In the event that the Agreement is prepared in two language versions, and any ambiguity or discrepancy arises between them, the English version shall prevail.