Expert Systems Development Svenska AB

License agreement Exder EPC

Fields marked with * are compulsory. General terms by 2004-12-01. Please fill out this agreement and the general terms in two copies and send in these two copies, **signed** by authorized person, to: Expert Systems, "License agreement", Sjöflygvägen 35 A, S-183 62 Täby, Sweden. We will return one of the copies, signed by us, together with a username and a password. All prices are taken from pricelist 2008-01-01. For more information please visit www.expertsystems.se. We reserve the right to change prices and/or terms without previous notice.

Information about the company

Company*	☐ **New agreement**	☐ **Amendment to existing agreement**
Invoice address*	VAT-number*	
	Telephone*	
	Fax number	
Contact person*	GLN * Global location number*	
Email address, contact person	GLN company prefix (if you have)	
Email address, in case of disturbance	☐ Block access for ES helpdesk	

The following Exder-services will be used*

☐ Exder EPC, variable	Exder EPC helps you maintain and send electronic certificates to the daily trade commerce according to their requirements. The fee for every sent certificate is 2.95 SEK.	145 SEK/month
☐ Exder EPC, fixed	Like "Exder EPC, floating" but with this alternative you are allowed to send unlimited numbers of certificates without the fee for every sent certificate.	595 SEK/month
Entry fee	Arrangement of users, basic data, putting up communication etc. One time fee for new clients..	995 SEK

Education

We can offer you different types of education to make it easier for you to start using Exder EPC and to send electronic certificates. We will recommend our courses by telephone or other alternatives. Please contact us or visit our web site for more information.

☐ Telephone course	Name	Telephone
☐ Telephone course	Name	Telephone
☐ Telephone course	Name	Telephone

Extra services

• For extra support and twenty-four hours a day support you can sign a separate support agreement.

I would like to send certificates to the following*

☐ ICA	GLN Global location code (or product category)	GLN Global location code (or product category)
☐ Coop	GLN Global location code (or product category)	GLN Global location code (or product category)
☐ Axfood	GLN Global location code (or product category)	GLN Global location code (or product category)
☐ Other:	GLN Global location code (or product category)	GLN Global location code (or product category)

User* (use separate form for more users or restricted access)

Name of end user*	User ID
Email address, end user*	
End users signature*	

Place*/Date*	Place/Date
Authorized signature*	Expert Systems Development Svenska AB
Elucidation of name*	Christer Rygaard

Expert Systems Development Svenska AB

GENERAL TERMS AND CONDITIONS FOR LICENSE AGREEMENT (December 1:st 2004)

§ 1 Definitions

§ 1.1 Exder means Exder EPC, Exder EDI, Exder Webshop, Exder Admin and any other product containing Exder .

§ 1.2 Client means the legal entity set out in this agreement that has received a license to use the Licensed Products (as defined below) under this agreement.

§ 1.3 ES means Expert Systems Development Svenska AB, registration number 556242-9463, having its registered office in Stockholm.

§ 1.4 User means the person(s) nominated as user on the opposite page or in a separate User Form and who shall be authorized by the Client to have access to the Client Data.

§ 1.5 Client Data means the information stored in Exder on behalf of the Client.

§ 1.6 Delivery means the delivery from ES to the Client of a user ID and password or, when the existing agreement is amended, the opening of authorities for a User.

§ 1.7 Support means assistance with the administration of Exder, i.e. how to perform operations in Exder. This includes, *inter alia*, (i) assistance with logging in, receiving an electronic order, creating an invoice and uploading articles, (ii) assistance with related problems such as tracking of EDI messages, consultations regarding data structure (such as articles and customers), business processes and business flows, and assistance with the start-up of an electronic trade with external partners, and (iv) support and assistance with problems related to content or caused by external factors, such as receiving a specific troubling order, registration of articles missing in an incoming electronic order or error detection/tracking of an order or invoice which depends on problems with the external trading partner's system.

§ 1.8 Normal office hours means weekdays other than Saturdays and Sundays that are not public holidays between 8:00-12:00 a.m. and 1:00-5:00 p.m. Weekdays before public holidays, normal office hours are 8:00-12:00 a.m.

§ 1.9 Licensed Products means the Exder programs marked by the Client in this agreement.

§ 1.10 Service Fee means the fee which the Client shall pay to ES for the right to use the Licensed Products.

§ 1.11 Support level means the service levels as further described in § 5 below.

§ 2. License

This license agreement between the Client and ES gives the Client the right to use the Licensed Products in accordance with the terms and conditions set forth in this agreement.

§ 3. Service Fee and payment of the Service Fee and any other fees

§ 3.1 For the Client's right to use the Licensed Products in accordance with this agreement, the Client shall pay to ES the Service Fee set out in the pricelist each time in force, unless otherwise agreed in writing between the Client and ES.

§ 3.2 The Service Fee includes, *inter alia*:
- Access to the latest version of Exder as regards the Licensed Products, and information about the latest changes in Exder.
- Conversion of data files in connection with a new version of the Licensed Products, if necessary.
- Daily backup of data files.

§ 3.3 The Client shall pay the Service Fee and any other fees to ES within ten (10) days after receipt of invoice from ES. ES has the right to charge interest in accordance with the Swedish Interest Act on any sum overdue.

§ 4. Additional services

In addition to the services etc. included in the Service Fee, the Client may order the additional services specified below against an additional charge in accordance with the pricelist each time in force:
- Assistance with installation.
- Modifications of Exder or programs connected to Exder, for example EDI files.
- Mediation and reception of electronic messages, for example EDI messages.
- Education.
- Project management, for example at the start with a new electronic partner.
- Other consulting services.

§ 5. Support

§ 5.1 Support is charged on a current account basis in accordance with the pricelist each time in force.

§ 5.2 Exder Support is provided by telephone, electronic mail, letter or fax during normal office hours. Clients with the support level Premium can report urgent matters twenty four hours a day to a special emergency number.

§ 5.3 Support matters are prioritized by support level. Clients with the support level Premium have priority over clients with the support level Plus, who, in turn, have priority over clients with the support level Standard.

§ 5.4 Initiation of support matters. Emergency support work for clients with the support level Premium shall be initiated within 1 hour. Support work for clients with the support level Plus shall be initiated within 3 working hours during normal office hours. For customers with the support level Standard, support work shall be initiated within a reasonable time during normal office hours taking into account the workload and the priority order set out in clause 5.3 above.

§ 6. Access to documentation etc.

The Client has the right to continuously access certain documentation regarding Exder. This documentation is available on ES' website and is provided in Exder in the form of help texts.

§ 7. Confidential information

ES undertakes not to disclose to any third party any information of confidential nature regarding the Client which ES has obtained when performing the service in accordance with this license agreement. However, this shall not apply if the Client has allowed ES to disclose the information or if ES is required to disclose such information to any third party by law, regulation or governmental agency.

§ 8. Term

8.1 This agreement enters into force upon signing by both parties and shall remain in force for one (1) year thereafter. Unless either party terminates this agreement by giving three (3) months' notice in writing before the end of the term of this agreement, this agreement shall be automatically prolonged for one (1) year at a time. The general terms and conditions applied by ES at the time for the prolongation shall automatically apply between the parties for the prolongation period.

8.2 If the parties have separately agreed on an initial period for evaluation of the Licensed Products, the Client has the right to terminate this agreement within thirty (30) days after the day this agreement entered into force by giving notice in writing. An additional fee of SEK 500 will be charged upon such termination.

§ 9. Early termination

Each party shall have the right to terminate this agreement with immediate effect where;
- the other party materially breaches its obligations under this agreement and, if the breach can be cured, the breaching party has not cured the breach within thirty (30) days after receipt of written demand thereof, or;
- the other party suspends its payments, initiates negotiations on composition with its creditors, goes into liquidation, is declared bankrupt or otherwise is deemed to be insolvent.
In addition, ES shall have the right to terminate this agreement with immediate effect if the Client has not paid the Service Fee or any other fees due and payable in accordance with this agreement and such delay has existed for more than thirty (30) days.

§ 10. Suspension etc.

Where the Client is in delay more than thirty (30) days with the payment of any Service Fee or any other fees to ES, ES shall have the right to suspend the Client's access to Exder and the Licensed Products until such time as the Client has paid any outstanding amounts. If the delay has existed more than ninety (90) days, ES shall have the right to erase any Client Data stored by ES. The Client shall remain liable for any Service Fee and any other fee related to the period during which the access has been suspended.

§ 11. Consequences of termination of the agreement

Upon termination of this agreement, ES shall have the right to permanently erase any Client Data stored by ES and the Client's right to use Exder and the Licensed Products shall immediately cease.

§ 12 Limitation of liability

§ 12.1 ES does not guarantee, and shall not be liable for, that the Licensed Products or Exder can be used together with the Client's equipment, including but not limited to, computers, other software, printers, modem, routers, firewalls and/or Internet operators or combinations thereof.

§ 12.2. The Licensed Products are provided "as is" and ES does not guarantee, and shall not be liable for, that the Licensed Products meet the Client's requirements and expectations.

§12.3 ES does not give any guarantee for, and shall not be liable for, any updates, revisions, changes, copies or similar of the Licensed Products that the Client has made in breach of this agreement. In addition, ES does not give any guarantee for, and shall not be liable for, such revisions or similar of the Licensed Products or copies of the Licensed Products which the Client has made by virtue of mandatory law.

§ 12.4 ES' liability in damages under this agreement shall be limited to the Client's direct losses and be limited to the aggregate amount of any Service Fee paid and shall in no event exceed the aggregate Service Fee under this agreement for a twelve (12) month period. The limitations set out in this clause shall not apply if ES has caused the damage intentionally or by gross negligence.

§ 12.5 ES shall under no circumstances be liable for any damage caused, directly or indirectly, by:
- any User (or other) not receiving access to the Licensed Products or Exder due to upgrades, short interruptions of traffic or other disturbances in the Licensed Products or Exder.
- the connection between the User (or other) and the Licensed Products or Exder is not working as intended or by any similar cause.
- the Client Data or electronic messages, such as EDI messages, are delayed, distorted, counterfeited or lost.
- the equipment used by the Client is impaired by defects.
- several persons having used Exder or the Licensed Products in the capacity as one single User.
- damage due to circumstances set out in clauses 12.1, 12.2, 12.3 and 12.6.

§ 12.6 ES shall be relieved from any sanction for any omission to fulfill its obligations under this agreement, if the omission is resulting from any circumstance beyond ES' control and which prevents the fulfillment thereof. As soon as the cause of the failure ceases, the obligation shall be fulfilled as agreed. Relieving circumstances under this clause shall mean natural disaster, war, act of war, terrorist attacks, threats of terror, act or omission of any governmental authority, new or amended law, conflict on the labor market, insufficient capacity with the supplier of communications or similar circumstances, and defects in or delays of services from sub-suppliers due to such circumstances. Irrespective of the aforementioned about relief, the Client has the right to terminate the agreement with immediate effect, if the fulfillment of a certain obligation is delayed more than six (6) months.

§ 13. Personal data

The personal data and other information that ES receives under this agreement and through inquires etc. from the Client about Users, contact persons within any company/organization with whom the Client wishes to deal with etc., will be registered and treated by ES. The purpose of such treatment is that ES shall use the information to be able to fulfill the agreement with the Client, offer the Client a good service, use the information as basic data for statistics and market researches as well as newsletters and direct marketing. If a User does not want the personal data to be used in newsletter and for direct marketing purpose, the User or the Client may notify ES thereof. At the request of the User, ES is obliged to correct or change incorrect personal data about the User. The Client and the User admit, by the signing of this agreement, that ES may register and handle the Client's and the User's information digitally.

Unless these terms are copied on the backside of the license agreement the Client needs to sign below.

Place*/Date*	Place/Date
Authorized signature*	Expert Systems Development Svenska AB
Elucidation of name*	Christer Rygaard