

EDEL 98 A

General license conditions for the supply of software products by the Swedish Association of Software Industry (SPI) and the Swedish Association of Electronics Industry. The license conditions EDEL 98 A presuppose that a separate license agreement has been concluded directly between the licensor and the licensee.

1. Subject matter of license

The subject matter of the license consists of the software, i.e. the computer programs in machine-readable form (including specifications, documentation and any accessories) as referred to in the attached license agreement.

2. Granting of license

The licensee acquires by virtue of the license agreement a non-exclusive license to use the software on the terms set out here.

3. License fee

The validity of the license is conditional on payment by the licensee of a license fee for the software on terms laid down at any time in the appended license agreement.

4. Scope of license

4.1.1 If the license agreement relates to a stand-alone user license, the licensee may only use the licensed copy for processing data.

If the license agreement relates to multiple user licenses, the licensee may simultaneously use as many copies of the software product as there are user licenses.

The software product is used when the software has been transferred to temporary memory (e.g. RAM) or has been stored in permanent memory (e.g. a hard disk, CD-ROM or other storage medium) inside or connected to a particular computer. Copies that have been installed in a network server used exclusively for distributing the program to other computers in the network may be used over and above the number of user licenses.

If the number of computers in a network exceeds the number of user licenses under the license agreement, the licensee undertakes to introduce routines and control functions which ensure that the number of persons simultaneously using the software product does not exceed the number of user licenses under the license agreement.

If the software product has been permanently installed on a hard disk or in another memory unit of a computer and one person uses this computer for more than 80% of the time that it is in use, this person may also use a copy of the software product on his or her laptop computer or home computer.

4.1.2 Individual copies of the software may be made solely for backup or filing purposes. Copies of the software made in this way are covered by the provisions of this agreement.

4.2 The licensee may not (nor allow anyone else to do so) use, copy or otherwise transfer or use the software, wholly or partly, otherwise than as specified in this license agreement. With regard to decompilation or disassembly of the software product, the provisions laid down by law apply.

Labeling or details of an existing patent, copyright or copyright labeling in a program or on a medium on which the software product is made available to the licensee shall be preserved by the licensee and may not be modified.

4.3 The licensee may not sub-license, rent out or lend the software or otherwise permit anyone other than the licensee either directly or indirectly, for payment or otherwise, to make use of or otherwise

dispose of the software, except as prescribed in 4.3.1.. The making of copies of the software for private use is therefore prohibited.

4.3.1 Transfer of all the rights under this license agreement may only take place with the consent of the licensor.

5. Licensor's right to the software

This license does not entail the transfer to the licensee of the licensor's rights in the form of, among other things, copyright or, where appropriate, patent rights to the software. Nor does it entail the transfer to the licensee of the Licensor's right to the software or the medium on which the software is made available to the Licensee. The license does not include a special patent license, and the licensee may not, therefore, make use of the actual patent.

6. Delivery

The software is supplied on the medium specified in the appended license agreement. The licensor is not responsible for installation of the software, unless otherwise agreed in writing.

Any assistance provided by the licensor with installation is to be paid for in accordance with a price list current at the time of installation.

7. Division of responsibilities - warranty and limitation of liability

7.1 The licensee's duty to investigate and right of cancellation

It is the duty of the licensee, on receipt of the software, to check its functions and quality.

If the licensee finds that the software does not meet the specified functions listed by the licensor in the attached license agreement or in manuals or other documentations which forms part of the software according to clause 1, the licensee will be entitled to cancel the license agreement subject to written notice of cancellation reaching the licensor not later than thirty days after the date of delivery.

In the event of cancellation, the licensor will immediately refund any license fee received. The licensee is not entitled to interest on the amounts involved.

7.2 Warranty

7.2.1 Terms

Providing that the licensee has not made use of the right of cancellation according to 7.1. and

- has used the software in the prescribed operating environment and in accordance with instructions in the manual and specifically stated instructions, and/or

- has used the software on the hardware and under the operating system(s) specified in the attached license agreement or in the product specifications in the documentation, the licensor warrants that the software product conforms to the specifications during the warranty period of twelve months from the date of delivery. The licensor does not warrant that the software is entirely free of programming errors. The licensee accepts that such absence of programming errors cannot be achieved under the state of art.

7.2.2 Claims

In order to be valid, claims must be made in writing. The licensor's undertaking requires the licensee at his or her own expense to forward the material required to enable the deviation as notified by the licensee to be reproduced by the licensor.

7.2.3 Right to remedy faults etc.

The licensor will remedy deviations from program specifications for the software, providing that the deviations materially affect the use of the software. The licensor may choose to replace the licensee's copy with a new copy. The licensor is liable for return carriage/postage but not for installation.

If such a deviation is not remedied within a reasonable time (which shall not exceed three months after a written claim), the licensee may, not later than three months after the expiry of the warranty period, return the software to the licensor, together with a declaration that the licensee no longer, either directly or indirectly, wholly or partly in any form, has in his or her possession or has access to the software.

The licensor will repay the license fee without interest.

7.2.4 Limitation of liability

Apart from what is stated in 7.2.1-7.2.3, the licensor is not responsible or liable for the function or quality of the software. The rights of the licensee arising from defects have been fully and exclusively covered by this agreement.

The licensor is thus not obliged under any circumstances whatsoever to pay the licensee any compensation arising from defects in the software. The licensor is, in general, not liable for loss or damage, whether direct or indirect, suffered by the licensee, whether the loss or damage consists of loss of income or additional costs, e.g. lost or corrupted data, liability for damages to a third party etc.

8. Confidentiality

The software contains business and professional secrets belonging to the licensor and has been made available to third parties only by virtue of the license agreement. It is the duty of the licensee not to make the software available to third parties without the written permission of the licensor and to take all reasonable steps to prevent third parties from gaining access to the business and professional secrets contained in the software. The licensee is responsible for instructing relevant personnel of this and has an obligation to observe the rules governing the use of the software, as set out in clause 4.

The obligation of the licensee to observe confidentiality shall survive the right of use under this agreement, irrespective of the form of termination or notice thereof or as a result of transfer. The duty of confidentiality applies in such cases for a period of five years. In the case of statutory copies which the licensee is obliged by law to file, the duty of confidentiality applies for as long as the licensee retains possession of the statutory copy.

It is the obligation of the licensee during the license period to store the software in a secure manner, thereby preventing its distribution.

9. Damages etc.

If the licensee is in breach of any term of this agreement that is of material importance for the licensor, the licensee shall make good the licensor's loss, regardless of whether or not the licensor decides to rescind the agreement. If the breach of the agreement results in an unauthorized person gaining access to information about the whole or parts of the software and this affects the licensor's scope for marketing and granting licenses for copies of part of the software, the loss shall in each individual case be considered to amount to at least five base amounts, unless the loss is shown to exceed this.

If the breach of the agreement by the licensee consists in the licensee making unauthorized copies or parts thereof, this entails an obligation not only to pay a license fee for the unauthorized copies, but also to provide compensation for the damage suffered by the licensor over and above this.

As far as possible, the copies shall be returned to the licensor.

10. Validity/notice of termination of the license

10.1 License term

The license is valid, once the license fee has been paid, for fifteen years and notice of termination may not be given by the licensor.

The license automatically becomes void when the software is no longer in the possession of the licensee.

10.2 Extension

The license becomes void on expiry of the license period unless the licensee seeks an extension of this period. The terms of extension are to be agreed between the licensee and the licensor, in which case the license fee for a new period may not exceed 10% of the original fee adjusted upwards in line with the consumer price index.

10.3 Licensee's right of termination

The licensee may at any time during the period of the license give notice of termination of the license, in which event the licensee will not be entitled to a refund of any part of the license fee paid.

10.4 Return of the software

In the event of termination of this agreement, regardless of what form termination takes, the licensee has a duty to immediately return the software and the medium on which it was made available for the licensee. The licensee shall, also, when returning the software, certify in writing that he or she either directly or indirectly and either wholly or in part is not in possession of the software or a copy thereof, regardless of what form the copy takes, excluding statutory copies which must by law be filed by the licensee.

11. Dispute

Any dispute regarding the interpretation and/or application of this agreement shall on each occasion be settled by a Swedish court of law in accordance with Swedish law.