

License terms, Hardware and Software

1 PURPOSE

- 1.1 Qualisys AB ("Qualisys" or "Licensor") is the owner of certain computer software programs and related documentation, known as Qualisys Track Manager software ("QTM") and Project Automation Framework modules ("PAF") and associated Qualisys-developed Software. You ("Licensee") desire to use QTM, and/or PAF and/or Qualisys-developed Software, and related Hardware (defined below) for motion capture research, studies, training or other.
- 1.2 The purpose with these License Terms ("the Terms") is to set out terms and conditions under which Licensor a) provides Licensee with a license to use, for the purpose described above and defined below, the QTM and/or PAF and/or other Qualisys-developed Software, and b) sells related Hardware to Licensee. Further terms regarding the purchase of the Hardware may be stated in the Agreement.
- 1.3 These General Conditions are not applicable to support relating to Qualisys Clinical system. For further information regarding medical device use and/or applications, please contact Qualisys.

2 DEFINITIONS AND INTERPRETATION

In this Agreement, the following capitalized terms shall have the meanings ascribed to them below, and references to the singular shall include the plural and vice versa.

"Agreement"

shall mean the agreement, including the Terms and all other exhibits, between Qualisys and Licensee, regarding QTM and/or PAF and/or other Qualisys-developed Software and related Hardware.

"Documentation"

shall mean any user manuals, technical reference manuals, or any other documents related to the Software or the Hardware provided to Licensee pursuant to the Agreement, and any new version supplied during the term to Licensee under the Agreement.

"Hardware"

shall mean hardware, mainly cameras, specified as such in the Agreement.

"Software"

shall mean QTM and/or PAF and/or other Qualisys-developed Software, including the transfer medium on which it is supplied and any new versions thereof supplied to Licensee under the Agreement.

"Use"

includes the act of downloading, unpacking, transferring, transmitting, compiling, executing, interpreting, processing or storing the Software through the use of computer equipment, or transferring, transmitting, compiling, executing, interpreting, processing or storing any data or information using the Software; and/or displaying any portion of the Software or data or information in connection with any of these activities.

3 OWNERSHIP

This is a license agreement and not an agreement for sale, except for the Hardware which is sold. Licensee's rights to use the Software, and the Documentation are specified in the Agreement, and Licensor retains all rights not expressly granted in this Agreement. Ownership and all intellectual property rights to the Software, Documentation and Hardware, including but not limited to patents, copyrights, design rights and trademarks, shall be owned by and vested in the Licensor, or Licensor's licensor and nothing in the Agreement and these Terms shall be interpreted as a transfer of such rights from the Licensor to the Licensee.

4 LICENSE AND SUPPORT

- 4.1 Subject to Licensee's timely payment of the license fee and Hardware cost set out in the Agreement, Licensor grants Licensee a non-exclusive, non-transferable, perpetual license to: a) use the Software, together with the Hardware, in accordance with the Agreement and these Terms, b) use, but not remove, alter or change, for the purpose of the Agreement, the Documentation, as well as Licensor's trademarks and trade names associated with the Software and Hardware to the extent any such trademarks and trade names display on or in the Software and Hardware, and c) make copies of the Software for back-up and archival purposes, provided that the original and each copy is kept in Licensee's possession, and that Licensee's installation and Use of the Software does not exceed that allowed in (a) and (b) above, and provided that Licensee reproduces all the proprietary notices on each copy.
- 4.2 Consequently, and for the avoidance of doubt, no right to transfer, rent, sublicense, lend, lease or grant of use of the Software by Licensee to a third party is included in the license granted under Section 4.1.
- 4.3 The Licensee may not decompile, compile or reverse engineer the Software or by any other means recreate the source code of the Software other than as explicitly permitted by mandatory law.
- 4.4 The Software may only be used in the user environment described in the Agreement and only together, where applicable, with the Licensor's Hardware.

5 DELIVERY

- 5.1 The Software and Hardware shall be delivered to the Licensee in a manner and at a time established in the Agreement.
- 5.2 Delivery of Software by electronic transmission to the Licensee is made when the Software is made available for transmission to the Licensee by the Licensor.

6 PRICE AND PAYMENT

- 6.1 The Licensee shall pay the license fee, Hardware cost and other fees as specified in the Agreement for the rights provided under the Agreement and these Terms. Unless otherwise provided in the Agreement, the license fee, Hardware cost and any other fees are stated excluding VAT, taxes and other fees, which are to be paid by the Licensee in addition to the license fee, Hardware cost and any other fees.
- 6.2 Unless stated otherwise in the Agreement, the license fee, Hardware cost and any other fee shall be paid by the Licensee no later than thirty (30) days from the date of invoice. If the Licensee is in delay of payment, the Licensor is entitled to interest in accordance with the Swedish Interest Act (1975:635).
- 6.3 If the Licensee is in delay for more than thirty (30) days after written reminder of payment from the Licensor, the Licensor is entitled to cancel the Agreement and demand compensation for any damages the Licensee's delay has caused.

7 SUPPORT AND WARRANTY

- 7.1 Software and Hardware support and warranty is included in the purchase for a period stated in your contract of sale. The support includes updates, enhancements and technical support etc. For continued support and warranty after the end of the contract period, the Licensee may purchase a support packaged in accordance with the Licensor's from time to time applicable pricelist and terms.

For further information regarding the terms and conditions for Licensor's warranty for the Software and Hardware, please see Qualisys AB Warranty Certificate for System Software and Hardware.

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For more information on what is included in the support service, please contact Qualisys' support department.

- E-mail support: Contact Qualisys on support@qualisys.com
- Phone support: Contact Qualisys via phone on +46 31 336 94 00

- 7.2 Licensor shall have no obligation under the Agreement for installation and maintenance of the Software, nor to provide Licensee with any training with respect to the Software.

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- Phone support: Contact Qualisys via phone on +46 31 336 94 00

8 IPR INDEMNITY

If a claim, demand, suit or action alleging infringement is brought or Licensor believes one may be brought, Licensor shall have the option at its own expense to (1) modify the Software to avoid the allegation of infringement, while at the same time maintaining compliance of the Software with the specifications and other requirements of this Agreement, or (2) obtain for Licensee at no cost to Licensee a license to continue using and exploiting the Software in accordance with this Agreement free of any liability or restriction, at a cost for Licensor not to exceed the total amount paid by Licensee under this Agreement, or (3) if neither of the alternatives (1) or (2) can be achieved by Licensor, Licensor may terminate the Agreement for such Software and refund the aggregate amount of fees and other remunerations paid hereunder in respect of the relevant Software less a reasonable amount for any Use of the same prior to Licensor's termination.

9 LIMITATION OF LIABILITY

- 9.1 The Licensor shall under no circumstances be liable to the Licensee for loss of profit, revenue, savings or goodwill, loss of data, the Licensee's obligation to compensate a third party or any other indirect or consequential damage of any kind.
- 9.2 The Licensor's aggregate and total liability under the Agreement in respect of one or more events or series of events (whether connected or unconnected) shall be limited to an amount equal to one (1) base amount under, at any given time, the Swedish National Insurance Act (1962:381).

10 THIRD PARTY PRODUCTS

The Software and Hardware may contain third party products. Licensor's provision of third party products to Licensee is subject to a license or other agreement between Licensor and the third party vendor and the terms and conditions therein contained. The agreement between Licensor and the third party vendor shall govern with respect to third party products but shall not apply with respect to any other part of the Software/Hardware. For further information, please contact Qualisys.

11 RESPONSIBILITY FOR USE

Licensee assumes full responsibility for its Use of the Software and Hardware and any information entered, used and stored thereon. Licensee assumes full responsibility for ensuring that data is not inadvertently modified, deleted, destroyed or disclosed, and for the accuracy and integrity of the results. Licensor assumes no responsibility for Licensee's negligence or failure to take adequate measures to protect data from inadvertent modification, deletion, destruction or disclosure.

12 CONFIDENTIALITY

- 12.1 During the term of the Agreement and for a period of five (5) years thereafter, the receiving Party undertakes not to disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), without the disclosing Party's prior written consent, regarding the disclosing Party's business which may be considered a trade or professional secret, and which have been or shall be disclosed between the parties relating to their respective business, customers, products, marketing and sales plans, financial status, product development plans, strategies and the like, or otherwise use such information for any purpose other than for the receiving Party's performance of its obligations under the Agreement. Proprietary information further includes, without limitation, all information disclosed to Licensee at any time prior to or following the execution of this Agreement relating to the Software, Documentation and Hardware (including, without limitation, any specifications, designs, techniques or processes used in creating the same). Information that the disclosing Party has declared to be confidential shall at all times be considered a trade or professional secret.

- 12.2 This confidentiality undertaking shall not apply to information the receiving Party can prove it learned of in a manner other than through this Agreement or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving Party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

13 MISCELLANEOUS

- 13.1 The parties agree that the Agreement, including the Terms, is the complete statement of the parties covering the license of the Software and Documentation. The Agreement cannot be amended, supplemented or changed except by written instrument or instruments signed by authorized representatives of the parties hereto. Notifications under the Agreement shall be made in writing.
- 13.2 Any schedules hereto form part of the Agreement and are subject to the terms and conditions contained herein.

14 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its conflicts of law provisions. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall at first instance be settled by the District Court of Gothenburg, Sweden.

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