

EDOC Subscription License Agreement

Conditions for subscription agreements (License agreements) for Ensize Dynamic Online Center (EDOC)

This agreement with ENSIZE INTERNATIONAL AB, (organization registration no. SE-556743-5861) Solleftegatan 15, S-163 52 Vällingby, hereinafter referred to as "ENSIZE", is hereby approved in its

entirety by _____ in accordance with the following:

(Client name)

(Company name)

1. INTRODUCTION AND BACKGROUND

1.1 ENSIZE is the owner of the international licensing rights relating to the Internet-based analysis platform at www.ensize.com, referred to as EDOC.

ENSIZE grants the Customer a non-exclusive right to sell analyses to its own customers with the aid of Tools from EDOC. The rights also include training and presentation material produced by ENSIZE for the tools.

ENSIZE grants the Licensee a non-exclusive right to use the analysis in the EDOC system in accordance with Licensees Obligations as stated below. The rights also include training and presentation material produced by ENSIZE for the tools.

1.3 The analyses to which the License-holder has the right to sell are set out in **Appendix 2**

2. TERM OF THE AGREEMENT AND NOTICE OF TERMINATION

This agreement enters into force on approval and applies for a period of 12 months. Unless notice of termination of the agreement is issued in writing no later than sixty (60) days prior to the expiry of the term of the agreement, the agreement will be extended by successive periods of 12 months.

3. PREMATURE CANCELLATION

ENSIZE has a right, with no obligation to pay compensation, to give written notice of termination of this agreement with immediate effect if the Licensee:

- a) fails to respect ENSIZE's trademark right, copyright or other intellectual property rights,
- b) becomes insolvent or is made subject to a ban on carrying on a business,
- c) is in breach of this Agreement, e.g. fails to fulfill its obligations as set out below.

4. TERMINATION OF THE AGREEMENT

4.1 When the Agreement ceases, the Licensee shall return to ENSIZE all material that it received from ENSIZE.

4.2 If the Agreement ceases during a current agreement term, the Licensee has the right to a refund of any payments made in advance. Nevertheless, see below concerning operational disruptions at ENSIZE.

5. PRICES AND PAYMENT CONDITIONS

5.1 ENSIZE's prices for EDOC are set out in **Appendix 2**. Prices exclude VAT.

5.2 Invoices may be issued by ENSIZE in the form of a physical invoice or a so-called e-mail invoice. The person designated as the contact person for EDOC is also the recipient of invoices from ENSIZE.

5.3 The Customer is invoiced once a month. Invoices must be paid within 20 days of the invoice date. In the event of late payment, interest on overdue payment is payable in accordance with räntelagen [the Swedish Interest Act].

5.4 In the event of non-payment, ENSIZE has a right to block the Licensee's log-in/access to EDOC.

6. CHANGES TO PRICES

ENSIZE reserves the right to adjust the prices set out in **Appendix 2, Prices**. In the event of price changes, the Licensee shall be notified no later than sixty (60) days prior to the change. No price changes may be made during the first agreement period and neither may changes be made more often than once per agreement period.

7. ENSIZE'S OBLIGATIONS

7.1 ENSIZE grants the Licensee a non-exclusive right to sell analyses to its own customers from EDOC.

7.2 ENSIZE shall give the Licensee instructions on selling, ordering, complaints and information regarding the analyses.

8. THE LICENSEE'S OBLIGATIONS

8.1 The Licensee uses EDOC in its own name and on its own behalf. The Licensee may under no circumstances be regarded as a representative or agent of ENSIZE and may not enter into commitments on ENSIZE's behalf.

8.2 The Licensee shall ensure, at its expense that all its users of EDOC pass certification training with regard to the analyses used.

8.3 After passing certification training, each user of EDOC gives his or her consent to undertakings on ethical rules, **Appendix 1, Ethical rules**.

8.5 The Licensee will register and use a personal log-in ID (typically his or her email address) to log-in and use the EDOC system. The Licensee is liable for ensuring that no unauthorized person uses EDOC via the Licensee's log-in.

8.6 The Licensee shall:

- a) comply with directives for support and maintenance issued by ENSIZE from time to time.
- c) not make changes to EDOC without ENSIZE's consent in writing.
- d) not use EDOC, either on its own behalf or on behalf of a third party, or carry out sales for any purpose other than as stated in this agreement.
- e) not change or remove the trademark, other marks or notices fixed to EDOC with ENSIZE's consent in writing.

f) have no right to make any intervention in ENSIZE's data network.

g) inform ENSIZE of substantial changes to its management and ownership circumstances. Furthermore, the Licensee shall inform ENSIZE of other circumstances that may be considered to be of significance for this agreement and its performance.

9. TRADEMARK

The Licensee shall market EDOC under ENSIZE's registered trademark.

10. INTELLECTUAL PROPERTY RIGHTS

The right of ownership, copyright and all other rights to EDOC belong to ENSIZE.

11. CONFIDENTIALITY

11.1 All information, such as technical specifications for EDOC, business circumstances or product plans, shall be considered to be confidential and may not be disclosed to any third party by the Licensee either during the term of the agreement or thereafter without ENSIZE's consent in writing. Confidential documents shall be stored in a satisfactory manner.

12. ASSIGNMENT

12.1 The Licensee has no right to assign its rights under this Agreement without Ensize's written consent.

12.2 ENSIZE has a right to assign its part of the Agreement to another company related to ENSIZE. Furthermore, ENSIZE has a right to assign the right to payment under the Agreement.

13. GUARANTEE

13.1 ENSIZE gives no guarantees regarding the use of EDOC or its suitability for different areas of use.

13.2 If any operational disruption occurs in ENSIZE's data system lasting more than one week and the Licensee is nevertheless invoiced for EDOC, a credit shall be issued. The provisions of this clause do not apply to disruptions or access restrictions in the Licensee's or its customers' data systems.

13.3 If operational disruptions occur in ENSIZE's data system which means that the Licensee is unable to use EDOC for more than two weeks, the Licensee has the right to cancel this Agreement with immediate effect. Any remaining advance payments to ENSIZE shall thereupon be repaid to the Licensee.

13.4 In addition to the foregoing, the Licensee has no right to demand compensation, damages or make any other demands due to operational disruptions at ENSIZE after the Agreement has ceased.

14. LIMITATION OF LIABILITY

14.1 The Licensee has no right to file any claim for damages against ENSIZE, either for direct or indirect losses, compensation for loss of earnings or for any other reason.

Indirect losses also include but are not limited to:

- a) losses due to any reduction or decline in production or sales.
- b) other losses resulting from the fact that EDOC cannot be used as intended.

15. NOTICES

Notices in writing are considered to have been received by the party concerned seven (7) days after a registered letter was sent to the party at its latest registered address at PRV [Patent- och Registreringsverket – Swedish Patent Office] or, if no registration with PRV exists, at its latest address registered otherwise.

16. DISPUTES

Disputes relating to this agreement, its origin or its existence shall be settled by a general court in Sweden.

17. OTHER PROVISIONS

17.1 This Agreement, along with **Appendixes 1 and 2**, constitutes the entire Agreement between ENSIZE and the Licensee and replaces all previous verbal or written agreements or undertakings between the parties.

APPENDIX 1: ETHICAL RULES

These ethical rules serve to clarify the requirements imposed on each user of EDOC. The rules have been produced to avoid situations that could cause harm to the person undergoing analysis but also to safeguard Ensize's good reputation. If users fail to comply with these rules, Ensize reserves the right to cease supplying analyses and to close EDOC. This may apply both to an individual person and to a whole organization.

One condition for accessing EDOC is that the Licensee has undergone full certification training.

EDOC users should:

1. provide open, honest information to the person who is to undergo or who has undergone analysis.
2. ensure that each person who undergoes analysis via the Internet has adequate computer skills.
3. respect confidentiality and trust and otherwise endeavor to protect the integrity of individuals and groups.
4. not use analysis results older than 12 months in their work. One exception to this is analysis results used for such purposes as annual comparisons.
5. as long as it is possible to ensure that the form is filled in correctly. This may mean, for example, that established time limits for filling in analysis forms are observed. In the event of any doubt, the individual should fill in a new analysis form.

APPENDIX 2: PRICES**EDOC price per month:**

Admin license: _____

Sub license: _____

Main user: Adminlicense_username@domain.XX**Sub-user_1:** Sublicense_username@domain.XX**Sub-user_2:** Sublicense_username@domain.XX**Sub-user_3:** Sublicense_username@domain.XX**Sub-user_4:** Sublicense_username@domain.XX**Sub-user_5:** Sublicense_username@domain.XX

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Sub-users_x: Sublicense_username@domain.XX