

These Licence Terms and Conditions govern the delivery and licensing of FEFA 2 to the Licensee.

1 DEFINITIONS

In these Licence Terms and Conditions, the following defined terms shall have the meanings ascribed to them below and references to the singular shall include the plural and vice versa.

"FEFA 2"

refers to the facial recognition software FEFA2 in machine-readable form and associated specifications, documentation and any accessories.

"KI"

Refers to Karolinska Institutet.

"Licence Agreement"

refers to the agreement entered into between KI and the Licensee regarding the delivery and licensing of FEFA 2, and the appendices to such agreement, including these Licence Terms and Conditions and the terms and conditions set forth in the order form for FEFA 2.

"Licensee"

refers to the licensee as specified in the order form for FEFA 2.

"Licence Terms and Conditions"

refers to these terms and conditions.

2 GRANT OF THE LICENCE AND OWNERSHIP

2.1 Upon payment of the agreed licence fee as stated in section 5.1 below, the Licensee hereby obtains a non-exclusive, non-transferable perpetual right to use FEFA 2 in accordance with the terms and conditions of the Licence Agreement.

2.2 All rights, including intellectual property rights, to FEFA 2 shall remain the property of KI and nothing in the Licence Agreement shall be construed as a transfer of these rights, or any part thereof, to the Licensee. The Licensee is only granted the limited right to use FEFA 2 as specified in the Licence Agreement.

3 SCOPE OF THE LICENCE

3.1 The following shall apply only to Licensees who have entered into the Licence Agreement in a capacity as a researcher. FEFA 2 is only intended for the Licensee's internal use and may only be used in cooperation with KI and for research purposes. For the avoidance of any doubt, the use of FEFA 2 for other purposes, such as clinical or commercial purposes, is not permitted. Copies of FEFA 2 may be made for safety or archival purposes only. The Licensee may also make copies of FEFA 2, or make FEFA 2 available, on a server or in another system in such ways as are necessary to achieve the purposes of the cooperation with KI.

3.2 The following shall apply only to Licensees who have entered into the Licence Agreement in a capacity other than as a researcher. FEFA 2 is only intended for the Licensee's internal use and may only be used for non-commercial purposes. Subject to these limitations, FEFA 2 may be used by any number of users. Copies of FEFA 2 may be made for safety or archival purposes only.

3.3 The Licensee may not, and may not permit any third party to, use, copy or otherwise transfer FEFA 2, or part thereof, other than as specifically stated in the Licence Agreement. The Licensee may not, and may not permit any third party to, alter, develop or make additions to FEFA 2 or try to gain access to or otherwise ascertain the source code of FEFA 2.

3.4 The Licensee may not sublicense or lease FEFA 2 to any third party, and may not otherwise permit any third party to use or otherwise exercise control over FEFA 2, regardless of whether such sublicense, lease or permission is in exchange for consideration or free of charge.

3.5 The Licensee shall procure that its employees, consultants and other contractors are aware of the limitations of the use of FEFA 2 and that they undertake to observe these Licence Terms and Conditions as appropriate.

4 DELIVERY AND SUPPORT

4.1 FEFA 2 shall be delivered to the Licensee's computer device via Internet access after an order has been placed on the website designated by KI, and KI has accepted the order. Unless agreed separately by the parties, KI shall not be responsible for the installation of FEFA 2.

4.2 KI cannot offer support for FEFA 2. The Licensee can contact the German company DMDE for support (<http://www.dmde.net/>; Contact Form).

5 PAYMENT

5.1 In consideration of the rights granted under the Licence Agreement, the Licensee shall pay the licence fee and any other fees as specified in the order form for FEFA 2 on the website designated by KI.

5.2 All prices and fees are listed exclusive of value added tax.

5.3 Unless otherwise agreed, payment shall be made after delivery against invoice within thirty (30) days from the invoice date.

5.4 In the event of a delay in payment, KI is entitled to customary interest on overdue payment in accordance with the Swedish Interest Act.

5.5 If the Licensee is in delay of payment for more than thirty (30) days, KI shall be entitled to terminate the Licence Agreement on written notice effective immediately.

6 LIMITATION OF LIABILITY

KI shall not be liable for any damages or losses (whether direct or indirect) related to the use of FEFA 2 or to the fact that FEFA 2 cannot be used, or that appropriate technical prerequisites are not in place. The Licensee needs to ensure prior to purchase that technical prerequisites exist for installation and use.

7 CONFIDENTIALITY

7.1 The Licensee acknowledges that FEFA 2 contains classified and other confidential information that belongs to KI. The Licensee undertakes not to make FEFA 2 available to any third party without KI's prior written consent and to take reasonable measures to prevent a third party gaining access to the classified and other confidential information contained in FEFA 2.

7.2 The Licensee undertakes to procure that its employees, consultants and other contractors are aware of this confidentiality undertaking and are compelled to observe the provisions of the confidentiality undertaking.

7.3 The Licensee's confidentiality undertaking under the Licence Agreement shall apply during the term of the Licence Agreement and for a period of five (5) years after the expiry of the Licence Agreement, regardless of the reason for termination.

8 VERIFICATION OF COMPLIANCE WITH THE LICENCE

8.1 KI shall be entitled, upon at least five (5) days prior written notice to the Licensee, to verify by means of an audit conducted during ordinary business hours that FEFA 2 is being used in accordance with the terms and conditions of the Licence Agreement.

8.2 In conjunction with such audit, the Licensee shall grant KI access to the Licensee's premises and otherwise cooperate with KI.

9 TERM OF THE LICENCE

The Licence Agreement shall enter into force after an order has been placed on the website designated by KI, and KI has accepted the order, which shall be notified to the Licensee by the delivery to the Licensee of FEFA 2 or, alternatively, a necessary key or similar device which affords access to FEFA 2. The Licence Agreement shall remain in force until further notice, terminable by either party on three (3) months' notice.

10 PREMATURE TERMINATION

10.1 Either party may terminate the agreement with immediate effect on written notice to the other party if:

- (a) the other party is in material breach of its obligations under the Licence Agreement and fails to remedy the breach within fourteen (14) days of receiving written notice thereof; or
- (b) the other party is declared bankrupt, is wound up, suspends its payments, or is otherwise to be considered insolvent.

10.2 In the event of termination in accordance with section 10.1, the terminating party shall be entitled to compensation for any damage it incurs as a consequence of the breach.

10.3 In the event of termination by KI in accordance with section 10.1, the Licensee shall not be entitled to be reimbursed for any licence fees paid.

11 RETURN OF FEFA 2

Upon termination of the Licence Agreement, regardless of the reason therefor, the Licensee undertakes, immediately and in accordance with KI's instructions, to return or destroy its copy of FEFA 2. The Licensee shall at the same time give written notice to KI that the copy of FEFA 2 has been returned or destroyed, and that the Licensee, either directly nor indirectly, or in part or in whole, does not have in its possession or exercise control over FEFA 2 or any copy thereof.

12 AMENDMENTS

KI may make amendments and/or supplements to the Licence Terms and Conditions. Such amendments or supplements shall take effect three months after a new version of the Licence Terms and Conditions has been provided to the Licensee.

13 ENTIRE AGREEMENT

The Licence Agreement constitutes the entire agreement between the parties regarding all of the issues set forth in the Licence Agreement and supersedes any and all prior written or verbal undertakings and agreements.

14 INVALIDITY

Should any clause in the Licence Agreement or part thereof be void or invalid, the other provisions of the Licence Agreement shall remain in force and the clause may be amended to the extent such invalidity materially affects the rights or obligations of either party under this Agreement.

15 ASSIGNMENT

Neither party may assign the Licence Agreement or any rights thereunder without the other party's prior written consent.

16 DISPUTES

16.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall at first instance be settled by the District Court of Stockholm.

15.2 The Licence Agreement shall be governed by Swedish law.