

## Services Agreement - Appendix B

### 1. **Services; Payment; No Violation of Rights or Obligations.**

Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A, or such other tasks as may be assigned from time to time. As the only consideration due Consultant regarding the subject matter of this Agreement, Company will pay Consultant in accordance with Exhibit A. Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant or by employees of Consultant. Consultant agrees that it will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant's own or any third party's confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company.

### 2. **Ownership Rights; Proprietary Information; Publicity.**

- a) After full payment by the Company of all due Consultant fees in accordance with this agreement, Company will own all right, title and interest relating to any and all works, designations and designs produced by Consultant during the term of this Agreement that relate to the subject matter of, or arise out of or in connection with, the Services or any Proprietary Information, unless otherwise is agreed in writing. In the situation where Company requests a feature which includes, or requires as deemed by Consultant, changes or enhancements to a product owned by Consultant, Consultant may choose to include such new code or modification in the Consultant product at its sole option. Company explicitly agrees that such code modifications shall be fully owned by Consultant, and Consultant may freely include such features or modifications in any Consultant products.
- b) Each party shall keep confidential information "Proprietary Information" as it receives in connection with the assignment unless the information is in the public domain. Each party shall inform those of its employees who receive such information of the obligation of confidentiality. A party who breaches this obligation of confidentiality shall compensate the other party for the loss or damage it suffers in consequence of the breach.
- c) The parties agree that during the period over which Consultant is to be providing the Services and for one year thereafter, the parties will not

directly or indirectly encourage or solicit any employee or consultant of the other party company to leave that company for any reason.

### 3. **Warranties and Other Obligations.**

Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

4. **Termination.** Either party also may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice, but, if (and only if) such termination is without cause, Company shall upon such termination pay Consultant all unpaid amounts due for the Services completed prior to notice of such termination. If the parties (including an affiliate on the Company's side) have entered into an OEM License Agreement or an End User License Agreement for Consultant's products (a "License Agreement"), then any material breach by the Company of this (Consulting) Agreement shall also be regarded as a material breach of the License Agreement (if applicable), where a breach of payment obligations shall be regarded as a material breach. Sections 2 (subject to the limitations set forth in Section 2.c) through 9 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. Company may communicate the obligations contained in this Agreement to any other (or potential) client or employer of Consultant.

### 5. **Relationship of the Parties; Independent Contractor; No Employee Benefits.**

Notwithstanding any provision hereof, Consultant is an independent contractor and is

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not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Consultant shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. Consultant shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant. Consultant shall comply at Consultant's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Consultant will ensure that its employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of Consultant's obligations under any provision of this Agreement, for Company's benefit and Consultant will be responsible for any noncompliance by them. Consultant agrees to indemnify Company from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this Agreement or any other action or inaction by or for or on behalf of Consultant.

6. **Assignment.** This Agreement and the services contemplated hereunder are personal to

Consultant and Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may fully assign and transfer this Agreement in whole or part.

7. **Notice.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.
8. **Payment.** The Consultant is entitled to payment for the assignment in accordance with the norms and hourly rates specified in the Agreement (Exhibit A). Unless otherwise agreed, the Consultant is entitled to be paid monthly in arrears for work performed against an invoice with 30 days' term of payment. If the Company fails to pay on time, the Consultant shall be entitled to interest from the due date at the rate specified by the law on late payments in the Consultant's country. In case of delays in payment, the Consultant may terminate the agreement as well as any License Agreement entered into between the parties (if applicable), immediately.
9. **Applicable Law.** This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall, with the exclusion of any other courts, be settled at the District Court of Lund, Sweden.