

Services Agreement, Terms and Conditions - Appendix B

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

BAB agrees to undertake and complete the Services (as defined in Appendix A) in accordance with and on the schedule specified in Appendix A, or such other tasks as may be assigned from time to time. Company agrees to pay BAB in accordance with Appendix 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 BAB employees and/or its sub-contractors. BAB 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 BAB'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. **License, Ownership Rights; Proprietary Information; Publicity.**

- a) **Sponsored Feature Implementation.** After full payment by the Company of all due BAB fees in accordance with the Agreement, Company will be granted a license to any and all works, designations, and designs produced by BAB that relate to the subject matter of, or arise out of or in connection with, the Services ("**Deliverables**"). The Deliverable may include code changes or enhancements to BAB's Software features requested by the Company ("**Enhancements**"). Such license to the Deliverables will be included in the Company's license under the OEM License Agreement or the End User License Agreement for BAB's products (as applicable, referred to as the "**License Agreement**" hereinafter) and the license is also otherwise subject to the terms and conditions of this Agreement. The license to the Deliverables will continue during the term of the License Agreement and thereafter terminate.

BAB may choose to include Deliverables (including Enhancements) in its Software at its sole option. Company explicitly agrees that all intellectual property rights including, without limitation, copyrights to Enhancements and all Deliverables (unless otherwise agreed) shall be the sole and exclusive property of BAB, and BAB may freely include such features or modifications in any BAB products.

- b) **Professional Services.** With respect to development by BAB of new and independent works, the Company may own all intellectual property rights, title and interest to such works. However, this only applies provided that: (i) it has been explicitly agreed in writing between the parties in Appendix A that the Company will own the intellectual property rights to such works under this Section 2 (b) under these

Terms and Conditions, Appendix B; (ii) this only applies to the extent that BAB will develop new works such as software and/or designs that are produced for the Company exclusively (i.e. such works are independent and do not constitute modifications or developments based on software code or design developed by BAB prior to this Agreement); and (iii) any works that will constitute such independent results by BAB's Services hereunder must be explicitly identified in Appendix A. Except for such new and independent works, results resulting from BAB's Services under this Agreement (which is always the case with respect to Enhancements) will be licensed under the terms and conditions of Section 2(a) above.

- c) 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 as a consequence of the breach.
- d) The parties agree that during the period over which BAB is to be providing the Services and for one year thereafter, the parties will not directly or indirectly encourage or solicit any employee or BAB of the other party company to leave that company for any reason.

3. **Warranties and Other Obligations.**

BAB represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and none of such Services nor any part of this Agreement is or will be inconsistent with any obligation BAB may have to others; (ii) all work under this Agreement shall be BAB'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 of any third party; (iii) BAB has the full right to allow it to provide Company with the Deliverables 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) BAB shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if BAB's work requires a license, BAB has obtained that license and the license is in full force and effect.

4. **Termination.** Either party 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

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shall upon such termination pay BAB 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 a License Agreement, then any material breach by the Company of this 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.d) through 9 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration.

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

Notwithstanding any provision hereof, BAB is an independent contractor and is not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. BAB shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by BAB, but BAB shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. BAB 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 BAB. BAB shall comply at BAB'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. BAB 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 BAB's obligations under any provision of this Agreement, for Company's benefit and BAB will be responsible for any noncompliance by

them. BAB 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 BAB.

6. **Assignment.** This Agreement and the services contemplated hereunder are personal to BAB and BAB shall not have the right or ability to assign or transfer any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void.
7. **Notices.** 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.** BAB is entitled to payment for the Services in accordance with the norms and hourly rates specified in the Agreement (Appendix A). Unless otherwise agreed, BAB 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, BAB shall be entitled to interest from the due date at the rate specified in the Agreement (front/signature page). In case of delays in payment, BAB 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 laws of Sweden, without regard to conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. 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.