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SOFTWARE LICENSE AGREEMENT

1 Definitions

- 1.1. "**Confidential Information**" shall mean any confidential trade secret; technology; technical information; business information (including but not limited to clearing; data dissemination; security reference data; future development plans, market trading, customer and member information, business plans); or other proprietary information or information related thereto that is disclosed (whether in written, oral or electronic form) by AppGate to Licensee under this Agreement. Other information may also be identified as Confidential Information if such information is identified in writing as confidential by AppGate before disclosure to Licensee. Confidential Information shall not include information to the extent that such information (i) was generally known or otherwise in the public domain and was publicly available prior to Licensee's receipt thereof from AppGate or which subsequently becomes part of the public domain by publication or otherwise except by Licensee's wrongful act, (ii) was in Licensee's possession prior to receipt thereof from AppGate, (iii) was received by Licensee from a third party having no obligation of nondisclosure with respect thereto, (iv) was independently developed by Licensee without benefit of any confidential information of AppGate, or (v) is ordered to be disclosed by a court, administrative agency, or other governmental body with jurisdiction over the Parties to make the disclosure hereto.
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- 1.3. "**Intellectual Property Rights**" means patents, trade secrets, copyrights and all other intellectual property rights, registered or not, of any nature, including without

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- 1.4. “**Licensee**” shall mean each user of the Product, on condition that said user has agreed to be bound by this License Agreement as set forth above;
- 1.5. “**Party**” or “**Parties**” shall mean AppGate and/or Licensee, as the case may be;
- 1.6. “**Product**” shall mean the AppGate Free Edition security software (in object code form only) and associated documentation;

2 Grant of rights

- 2.1. Subject to Licensee’s full compliance with the terms and conditions of this Agreement, AppGate hereby grants to Licensee a free of charge, limited, non-exclusive and non-transferable license to use one copy of the Product and the Documentation (if any) for Licensee’s internal business and end-user purposes. Licensee’s rights to use the Product shall be limited to one single copy of the Product and to those expressly granted in this Agreement.
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- 3.1. Licensee’s license shall be limited to one copy of the Product, and Licensee undertakes not to use the Product in excess of, the number of objects, concurrent users, as set forth in the applicable purchase order for the Product, which has been accepted by (i) AppGate, or (ii) AppGate’s authorized distributor or reseller, as the case may be, who has supplied the Product to Licensee (“**Reseller**”).
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4 License Fee

The rights granted to Licensee under this Agreement, is made free of charge.

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Maintenance and support services for the Product are not included in the license granted herein. .

6 Intellectual Property Rights

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- 6.2. Licensee shall not remove, erase or hide from view any copyright, trademark, confidentiality or other proprietary notice, mark or legend appearing on the Product or the Documentation.

7 Confidential Information

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- b) not use the Confidential Information in any manner or for any purposes whatsoever except as needed to perform the express obligations and services under this Agreement, or
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10 Term and termination

- 10.1. This Agreement shall remain in effect until terminated.
- 10.2. This Agreement may automatically without notice be terminated by AppGate, if Licensee (i) breaches any material term or condition of this Agreement and fails to remedy the breach, if capable of being remedied, within a period of thirty (30) days; (ii) becomes the subject of any voluntary or involuntary bankruptcy or insolvency proceeding under any applicable law and such proceeding is not terminated within thirty (30) days of its commencement; or (iii) ceases to be actively engaged in business.

11 Consequences of Termination

- 11.1. Upon the termination of this Agreement, all rights and the license granted to Licensee pursuant to this Agreement shall automatically cease and Licensee shall cease all use of the Product.
- 11.2. Within thirty (30) days after termination of this Agreement, Licensee shall erase and destroy or return to AppGate all copies of the Product and the Documentation in its possession or control. Licensee shall in connection hereto deliver to AppGate a

written certification by an authorized officer of Licensee that any copies of the Product and the Documentation, including any unauthorized copies, modifications and other related materials are no longer in use and have been returned to Reseller or destroyed.

- 11.3. For the avoidance of doubt, Sections 6 and 7 shall remain in force notwithstanding termination of this Agreement.

12 Miscellaneous

- 12.1. Licensee may not assign this Agreement and/or any of its rights and/or obligations hereunder (by operation of law or otherwise) without the prior written consent of AppGate.

- 12.2. All notices, demands, requests, reports, approvals, or other communications which may be or are required to be given, served or sent pursuant to this Agreement shall be in writing in English and shall be hand delivered or sent by recognized overnight carrier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. Notices shall be effective when properly sent and received, refused or returned undelivered.

- 12.3. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

- 12.4. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either Party unless in writing signed by an authorized representative of such Party. No waiver by either Party of any breach by the other Party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

- 12.5. In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

13 Governing law and dispute resolution

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of Sweden, without reference to its conflicts of law provisions.

- 13.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.