

# TERMS AND CONDITIONS

## Version. 201706

### 1. DEFINITIONS

The following terms and conditions shall have meanings as described below:

**"Agreement"** means the tender accepted by the Customer, by e-mail or in writing, which governs the sale of the Product and License of Interspectral IPR by Interspectral to the Customer, of which these Terms and Conditions form an integral part;

**"Customer"** means the purchaser of the IET and the party to the Agreement;

**"Customer IPR"** means 3D scans, photographs, text, images, movies and other media provided by the Customer and any derivative produced thereof by Interspectral;

**"Delivery Location"** means the location where Interspectral shall deliver the IET, specified in the Agreement;

**"Date of Commission"** means the date on which the IET is set up (with final version of software), the IET has been tested, the training has been provided (if applicable) and the IET is handed over to the Customer;

**"Date of Delivery"** means the date when the Customer receives the Product at Delivery Location;

**"Date of Acceptance"** 30 days from Date of Commission or the date when the Customer verifies that the IET meets the agreed specification;

**"IET"** is a state of the art medical and science dataset visualisation tool, described in the Agreement. IET consists of the Product and the Interspectral IPR;

**"License"** is a non-transferable, non-sub licensable and non-exclusive perpetual license to use the Interspectral IPR solely for the use in the Product in an exhibition arranged by the Customer;

**"Product"** means the hardware sold by Interspectral to the Customer pursuant to the Agreement;

**"Interspectral"** means Interspectral AB, org. no 556980-5186, a limited liability company incorporated in Sweden, at Hospitalsgatan 8, 602 33 Norrköping;

**"Interspectral IPR"** means IET software, including any modifications made to the software or configuration thereof to enable visualisation of datasets used, and

if applicable any datasets of 3D Scans provided by Interspectral, specified in the Agreement;

**"Warranty Period"** starts at the Date of Delivery. The length of the period is defined in the Agreement.

### 2. TITLE

Title to the Product will pass from Interspectral to the Customer at the time all outstanding balance owed by the Customer to Interspectral is received by Interspectral. Before the title has passed Interspectral shall be the sole owner of the Product.

### 3. LICENSE AND USE OF THE INTERSPECTRAL IPR

3.1 Subject to these terms and conditions, and due payment by the Customer of the fees set forth in the Agreement, Interspectral hereby grants the Customer a License. The License covers only the version of the Interspectral IPR specified in the Agreement.

3.2 The License does not permit third parties to use or otherwise access the Interspectral IPR. The Customer shall not be entitled to allow any third party consultants or companies to use or access the Interspectral IPR.

3.3 The Customer shall not use the Interspectral IPR in any manner except as permitted in the Agreement. The Customer may not copy, adapt, translate, reverse engineer, decompile or disassemble the Interspectral IPR, convert the whole or any part of the Interspectral IPR from object code to source code or create derivative works based on the Interspectral IPR or have such work carried out.

### 4. SHIPPING

4.1 The IET and adherent documentation is delivered by Interspectral to the Delivery Location.

4.2 The mode of transport to the Delivery Location shall be at Interspectral's discretion.

4.3 Shipping costs and other shipping related expenses such as Customs, local taxes etc. for the IET are borne by the Customer.

### 5. INSTALLATION AND ACCEPTANCE

5.1 The Interspectral IPR is installed on the IET when the IET is delivered to the Customer

5.2 Updates of Interspectral IPR and content might occur until the Date of Commission.

5.3 If agreed in the Agreement, the IET shall be set up, tested and handed over to the Customer by Interspectral at the Delivery Location on or before Date of Commission.

5.4 After Date of Commission the IET is deemed to have been properly delivered to the Customer. The Date of Commission is set in the Agreement.

5.5 The Customer shall verify on or before the Date of Acceptance that the IET meets the specification. The Customer shall accept the installation when the specification is met

5.6 The Customer will cover travel and subsistence costs when installation is provided by Interspectral. Reimbursement for reasonable travel, subsistence and accommodation costs, supported by receipts, shall be made monthly in arrears.

### 6. TRAINING

Training will be provided by Interspectral if stipulated in the Agreement. The Customer will cover travel and subsistence costs when onsite training is provided by Interspectral. Reimbursement for reasonable travel, subsistence and accommodation costs, supported by receipts, shall be made monthly in arrears. Training will take place at the Date of Commission.

### 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Interspectral is and shall remain the exclusive owner of the entire right, title and interest in the Interspectral IPR in source code form and object code form, trademarks, trade names, patents, copyrights, design and other intellectual property rights relating to the Interspectral IPR and any related documents, such as but not limited to datasets, manuals, specifications etc, and all copies thereof. It is understood that the Customer shall not acquire and shall not claim any right, title or interest in or to any such intellectual property right, know-how or goodwill pertaining thereto by virtue of its activities hereunder or by any other reason.

7.2 Interspectral warrants that it has the rights to the Interspectral IPR and that the Interspectral IPR does not infringe the rights of any third parties.

7.3 The Customer assumes all responsibility for using Interspectral IPR and for the results obtained from Interspectral

	IPR, and to obtain any permit or license under applicable law, if needed for the Customer to use the Interspectral IPR.			information, which is not intended for disclosure to the public.	
7.4	The Customer is and shall remain the exclusive owner of the entire right, title and interest in the Customer IPR.	9.4	The Product will be repaired or replaced in accordance with the Terms and Conditions specified, at Interspectral's option, if it proves to be defective in material or workmanship under normal use, during the Warranty Period.	10.2	The Customer shall upon expiration or termination of the Agreement for any reason immediately cease to have any rights to any confidential information communicated to it by Interspectral and shall not in any manner use the same. Upon expiration or termination of the Agreement, the Customer shall further return all confidential information (including, without limitation, Interspectral IPR) to Interspectral as soon as reasonably practicable upon Interspectral's request and, in accordance with Interspectral's instructions, destroy or delete any copies, extracts, summaries, translations etc. made thereof. Upon Interspectral's request, the Customer shall certify in writing its compliance with its undertaking pursuant to this section.
<b>8.</b>	<b>PAYMENT TERMS</b>				
8.1	Any invoices sent to the Customer pursuant to the Agreement shall be sent to the address set forth in the Agreement and any fees due to Interspectral hereunder shall be paid to the attention of Interspectral's address set forth in the Agreement.	9.5	The Warranty covers labor and parts. The Customer's Product will be repaired or replaced, within a reasonable period of time at Interspectral's option.		
8.2	Payment of all fees shall be made in the currency specified in the invoice. All payments shall be made against invoice payable 30 days after the date of invoice.	9.6	Replacement units and repair parts are warranted for the remaining portion of the original Warranty Period.		
8.3	Any amount to be paid by the Customer under the Agreement that remains unpaid when due, without a valid reason and after a written notification has been sent by Interspectral to the Customer, will be subject to late payment penalty equal to an agreed rate of 5.33 percent of the unpaid amount p.a.	9.7	Interspectral will accept the charges for all parts and labor needed in order to repair or replace the Product if it proves to be defective in material or workmanship under proper use.		
8.4	All prices are net exclusive of any taxes (including VAT) and customs duties and only include what expressly is stated in the Agreement.	9.8	The Product Warranty is Carry-In. If the Product needs to be repaired or replaced the Customer is responsible for the delivery and collection of the Product to/from Interspectral. The Customer is responsible for all shipping costs, insurance, duties, custom fees and/or other related costs.	10.3	No obligations shall be imposed upon the Customer with respect to any portion of such confidential information which the Customer can establish, through suitable documentation, at the time of disclosure is, or thereafter becomes, part of the public domain through no act or failure to act on the part of the Customer.
8.5	The Customer will pay all taxes (including, without limitation, sales, use, value added and withholding taxes), duties, levies, fees and any other charges or assessments established by any governmental agency payable in the location of the delivery.	9.9	The Warranty does not cover faults or defects that are caused by misuse of the Product by the Customer or other causes beyond Interspectral's control. The warranty does not apply if the Product is disassembled in any way or if the Customer has installed any 3rd party software on the Product.	10.4	This Section 10 shall not apply to any disclosure required by law.
<b>9.</b>	<b>WARRANTY AND SUPPORT</b>	<b>10.</b>	<b>SECRECY AND NON-USE</b>	<b>11. AUDIT</b>	
9.1	Interspectral will make good, as its best effort, by repair or replacement or at its option by the supply of replacement parts, faults or defects which, under proper use, appear in the Product within the Warranty Period.	10.1	The Interspectral IPR and any related documents, such as but not limited to manuals, release notes, application notes, specifications and any technical, commercial or other information of a confidential nature disclosed by Interspectral to the Customer shall be treated as strictly confidential and the Customer shall use such information solely for its activities pursuant to the Agreement and shall not during the term of the Agreement or thereafter without the prior written consent of Interspectral pass it on to any person, except to those of the Customer's employees for whom such information shall be required for the proper performance of their duties and who are themselves bound by obligations of secrecy and non-use in respect thereof. The secrecy obligation shall, inter alia, apply to the terms and conditions of the Agreement and any other		Interspectral may by giving reasonable advance written notice to the Customer enter the Customers' locations during normal business hours, in the presence of a representative of the Customer at all times, and audit the Customer use of the IET and receive information pertaining to the Customer's compliance with the provisions of the License.
9.2	Parts and service in accordance with this Warranty are the responsibility of Interspectral and will be provided without charge. Service outside the Warranty period and other service requirements will be at the Customer's expense.			<b>12. LIMITATION OF LIABILITY</b>	
9.3	During the Warranty Period, the Customer shall notify Interspectral by e-mail in case of faults or defects of the Product during business hours in Sweden, weekdays 9 AM to 5 PM CET. The notification shall include a description of the faults or defects, its urgency and impact, any default messages received, any measures taken and any other information requested by Interspectral from time to time.			Interspectral shall not be liable to the Customer (or to any other person) for any loss of contracts, loss of revenue, loss of use or profits or business, depletion of goodwill (or similar losses) loss of savings, loss of goods, loss or corruption of data or information, or for any extra operating expenses or any indirect, special, incidental, consequential, punitive or exemplary damages whatsoever (regardless of the form of action, whether in contract, tort, or otherwise and howsoever caused including by negligence).	
				<b>13. TERM AND TERMINATION</b>	
				13.1	The Agreement shall be effective on the date on which both parties

- have signed it and will continue in perpetuity.
- 13.2 Without prejudice to any other remedy Interspectral may have against the Customer for breach or non-performance, Interspectral shall have the right to terminate the License with immediate effect upon written notice to the Customer:
- (a) in the event the Customer should use Interspectral IPR in breach of the License or otherwise infringe Interspectral's intellectual property rights to Interspectral IPR or challenge Interspectral's ownership to or the validity of any intellectual property rights relating to Interspectral IPR, or
- (b) if the Customer should otherwise violate any of the provisions or conditions of the Agreement and should fail to discontinue and (where curable) cure such violation within 14 days after receipt of notice in writing from the complaining party.
- 13.3 Without prejudice to any other remedy the Customer may have against Interspectral for breach or non-performance, the Customer shall have the right to terminate the License with immediate effect upon written notice to Interspectral:
- (c) in the event the Interspectral should use the Customer IPR in breach of the License or otherwise infringe the Customer's intellectual property rights to the Customer's IPR or challenge the Customer's ownership to or the validity of any intellectual property rights relating to the Customer's IPR, or
- (d) if Interspectral should otherwise violate any of the provisions or conditions of the Agreement and should fail to discontinue and (where curable) cure such violation within 14 days after receipt of notice in writing from the complaining party.
- 13.4 Upon the termination or expiration of the License, all documents and other material of any kind supplied to the Customer by Interspectral hereunder shall be and remain the exclusive property of Interspectral. Upon expiration or termination of the License for any cause, the Customer shall, at its own cost, forthwith return all such material as well as all copies thereof to Interspectral's premises or such other place as Interspectral shall specify. The redelivery of such material shall not relieve the Customer of its secrecy or non-use obligations or any other obligation hereunder. This Section 13.4 shall be unaffected by any termination or expiry of the Agreement or any part thereof.
- 13.5 The License is granted by Interspectral to the Customer on the express understanding that should the License expire or be terminated, the Customer shall in no event be entitled to any payment by way of compensation or refund from Interspectral, in respect of the license fees paid hereunder. Thus, the Customer hereby acknowledges and agrees that it has no right to any compensation for losses by reason of expiration or termination of the License.
- 14. MISCELLANEOUS**
- 14.1 The Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties, provided always that the Customer shall not assign or encumber the Agreement or any of its rights, or otherwise delegate any of its obligations under the Agreement, without the prior written consent of Interspectral. Notwithstanding the foregoing, Interspectral may always transfer all of its rights and obligations under the Agreement to a company within the same group of companies as Interspectral.
- 14.2 Any notice required or permitted to be given under the Agreement by one of the parties to the other, shall be in writing in the English language and will be deemed to have been properly delivered if delivered in person, by prepaid registered air mail or by e-mail, addressed to the respective party on the address set forth in the preamble of the Agreement, for the attention of the Managing Director or Chairman (as the case may be). Such addresses may be changed by written notice given in the manner set forth above.
- 14.3 If due to a change in any applicable law or due to a decision or other act (including failure to act) by any competent authority one or more of the provisions of the Agreement shall be invalid, illegal or unenforceable in any respect or an amendment of one or more of the provisions of the Agreement is required, the remainder of the Agreement shall be valid and binding and the parties agree that they shall replace or amend such provision or provisions with a valid, legal and enforceable arrangement which in its economic and other effects shall be as close as possible to the contractual situation existing prior to such a change, decision or act.
- 15. GOVERNING LAW AND ARBITRATION**
- 15.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden, other than its conflict of law provisions.
- 15.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm and shall be conducted in the English language unless otherwise agreed between the parties.
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