

JLT MOBILE COMPUTERS SOFTWARE LICENSE TERMS AND CONDITIONS

1 PREAMBLE

1.1 These Software License Terms and Conditions for JLT (the "License Terms") shall apply when JLT Mobile Computers Sweden AB or JLT Mobile Computers, Inc., as applicable, (hereinafter referred to as "JLT") and a Customer agree thereto in writing by reference in a specific delivery contract or an order confirmation, issued either by JLT or by an authorised reseller/representative of JLT (hereinafter referred to as the "Contract"). When the License Terms apply to a Contract, any deviations from the License Terms must be agreed in writing between JLT and the Customer. The JLT software products licensed to the Customer, as specified in the Contract, as further defined in Article 2.2 below) are referred to as the "Software".

1.2 The License Terms apply to each Software program licensed by JLT to the Customer, and documentation provided with such Software program.

2 DEFINITIONS

The following terms have the meanings set forth below whenever they are used in these License Terms:

2.1 "Documentation" means a copy of the documentation containing the specifications for the Software and the operating instructions of the Software, as provided by JLT together with the Software for use by its end-user licensees.

2.2 "Software" means a copy of the executable code version of the JLT software program(s) stated in the Contract as licensed to Customer hereunder (including any compiler and run-time modules), along with other instructions and any Software updates, revisions, patches, upgrades, modifications, enhancements and additional modules and templates the Customer may receive from JLT hereunder from time to time.

3 OWNERSHIP AND LICENSE GRANT

3.1 JLT and third parties that have ownership interest in and to the Software shall retain all right, title and interest to the Software and Documentation, including all copyrights thereto, and any copies of the Software or Documentation, whether authorized or unauthorized. Customer acknowledges that the Software contains confidential information that is proprietary to JLT.

3.2 Subject to the terms and conditions of these License Terms, JLT hereby grants to Customer a personal, non-transferable and non-exclusive license to use the Software (the "License") on the specific JLT product(s) for which the Software is licensed (the "JLT Product(s)"). Customer's number of Licenses of the Software shall also be stated in the Contract. Customer may use the License only on the JLT Product(s) designated in the Contract (through the serial number(s) stated in the Contract or other means of identification). Licenses granted hereunder shall be perpetual, unless terminated as provided herein.

3.3 Customer may make back-up copies of the Software in machine executable code form, only to be used in the event that the copy of the Software received from JLT fails to function, is lost, damaged or destroyed. Customer warrants that it will make no other copies of the Software and will not allow, authorize or assist others to copy any part or all of the Software in any form without the prior written approval of JLT. There may be no more copies than are necessary to form part of a reasonable back-up cycle for Customer. Back-up copies of the Software shall be kept by Customer in a secure place as is normally used by Customer for storage of its computer program back-ups.

4 LICENSE RESTRICTIONS

4.1 Customer may not reverse engineer, decompile, or disassemble the Software for any purpose. Customer accepts that all information gained about the Software is the valuable property of JLT and as such must be treated as confidential as described under Section 5. Customer warrants that it will not sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Software in any manner to any third party. However, Customer may allow access to the Software to its contractors, subcontractors, or consultants for its own internal business purposes subject to the terms of these License Terms. Customer may not use the Software to conduct a service bureau, ASP or similar business for the benefit of third parties.

4.2 Customer is expressly prohibited from adapting, modifying, revising, improving, upgrading, enhancing and creating derivative

works of the Software for any purpose including error correction or any other type of maintenance, except as expressly allowed in the Documentation.

5 CONFIDENTIALITY

5.1 Customer agrees and acknowledges that the Software and any information and materials including methodologies and know-how relating to the Software is confidential information and contains trade secrets of JLT and third parties having ownership interest in and to the Software, and shall be held in the strictest confidence by Customer and shall not be copied, reproduced, or disclosed, to any third party for any purpose whatsoever other than for Customer's internal business purposes as set forth in these License Terms. Customer agrees to use at least the same security measures as it uses to protect its own confidential and trade secret information, but no less than reasonable measures. Confidential information does not include information which Customer can demonstrate: (i) was at the time of disclosure to Customer, generally part of the public domain or thereafter becomes generally part of the public domain through no act or omission of Customer; or (ii) was lawfully in Customer's possession as shown in written records prior to such disclosure and without obligation of confidentiality; or (iii) was lawfully received by Customer after disclosure from a third party without obligation of confidentiality and without violation by such third party of an obligation of confidentiality to another; or (iv) was required to be disclosed by law or court order from a court of competent jurisdiction provided that JLT is given reasonable time to take legal action to quash such action and seek other protection. Customer shall hold harmless, defend and indemnify JLT from and against any and all losses, costs, damages and expenses arising out of or in connection with the Customer's failure to comply with requirements of this Article 5. Customer's confidentiality obligations hereunder shall survive termination, for any reason, of these License Terms.

5.2 Customer shall not alter or delete any copyright or trademark notice, tradename, or other markings which identify JLT's proprietary rights and interests in the Software and documentation.

5.3 Customer agrees and acknowledges that any breach of the provisions regarding the ownership or confidentiality contained in this License shall cause JLT irreparable harm and JLT may obtain injunctive relief as well as seek all other remedies available to JLT in law and in equity.

6 PAYMENT TERMS AND DELIVERY

6.1 As compensation for the rights granted and services rendered by JLT under these License Terms, Customer shall pay to JLT the license fees for the Software as specified in the Contract. If payment terms are not stated in the Contract, payment shall be made by the Customer net 30 days after the date of JLT's invoice.

6.2 All prices are exclusive of, and Customer is responsible for, all applicable fees and taxes, including customs duties, importation fees, sales, use, value-added, withholding, gross revenue, transportation, insurance and like taxes, dues and charges assessed or incurred in connection with these License Terms.

6.3 If the Customer fails to pay on the due date, JLT shall be entitled to interest at an annual rate of fifteen (15) percent or, if lower, the highest interest on late payment permitted in the jurisdiction of the Customer), from the due date to the date when payment is received.

6.4 JLT shall have the right to setoff against any sum otherwise due to any Customer by JLT any sums or amounts then due from such Customer and/or its affiliates to JLT.

6.5 In case of late payment, or in case JLT has reasonable doubts at any time as to Customer's financial capacity, JLT may suspend its performance of the Contract until payment is received.

7 LIMITED WARRANTY

7.1 JLT warrants that it has good and clear title to, or has the right to sublicense, the Software being licensed hereunder.

7.2 JLT warrants that the Software will substantially operate according to specifications published by JLT for a period of sixty (60) days from the date of shipment. During this warranty period JLT will, at its option, repair or replace, free of charge, the Software. Said repair or replacement shall be Customer's sole remedy and JLT's exclusive liability under this limited warranty. JLT shall have no responsibility to repair or replace Software which, in JLT's opinion, has been damaged by Customer by accident, abuse, or as a result of

attempted self-maintenance service or any other act not permitted under the Documentation, notwithstanding the foregoing.

7.3 JLT has tested the Software for JLT Product(s) for which it is licensed, and for the peripheral hardware such as, but not limited to, scanners, and software revisions stated from time to time in the Documentation. JLT does not warrant that the Software will operate as intended with any other peripherals/revisions or other hardware. Further, JLT does not warrant that the Software will meet Customer's requirements or that the operation of the Software will be uninterrupted and error free. Customer is solely responsible for the selection of the Software to achieve its intended results and for the results actually obtained.

7.4 The above warranty does not apply to conditions resulting from improper use, external causes, including service or modifications not performed by JLT or JLT's appointed contractor, or operation outside the specified environmental parameters. JLT will not be responsible for operation of the Software other than on the host equipment specified in the Contract and in conjunction with the operating environment designated for each version of the Software.

7.5 THE ABOVE WARRANTY IS JLT'S ONLY WARRANTY WITH REGARD TO THE SOFTWARE, THE DOCUMENTATION AND THESE LICENSE TERMS AND, SAVE AS PROVIDED IN THESE LICENSE TERMS, NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WILL APPLY. JLT SPECIFICALLY EXCLUDES WITHOUT LIMITATION ALL OTHER WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS RELATING TO PERFORMANCE INCLUDING ANY WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED, SUCH AS THOSE OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR OR ANY PURPOSE, ABILITY TO ACHIEVE ANY PARTICULAR RESULT, TITLE OR NON-INFRINGEMENT.

8 IPR INFRINGEMENT

8.1 In the event that the Software is held in a suit or proceeding to infringe any intellectual property rights of a third party in Sweden or the country of Customer and the use of such Software is enjoined, or JLT reasonably believes that it is likely to be found to infringe, or likely to be enjoined, then JLT, at its sole cost and expense, and at its option, may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, grant the Customer a credit for the license fee for the Software as depreciated on a straight-line basis over five years and require its return to JLT.

8.2 JLT shall not have any liability if the alleged infringement is based upon (i) the use of the Software in combination with other products or devices not furnished by JLT; (ii) the use of the Software in an application for which it was not designed or intended, where such infringement would not have occurred but for such use; (iii) Customer's continued use of a version of the Software other than the most recently released version, where such infringement would not have occurred if such most recently released version had been used; or (v) a claim based on intellectual property rights owned by Customer or any of its affiliates. JLT disclaims all other liability for patent, copyright or other intellectual property right infringement, including any special, incidental, consequential, exemplary or other indirect damages.

8.3 THE FOREGOING STATES THE ENTIRE LIABILITY OF JLT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE, OR ANY PORTION THEREOF.

9 LIMITATION OF LIABILITY

9.1 THE USE OF THE SOFTWARE AND ALL CONSEQUENCES ARISING THEREFROM ARE THE SOLE RESPONSIBILITY OF CUSTOMER. JLT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SOFTWARE, THE USE OF THE SOFTWARE OR OTHERWISE.

9.2 JLT'S LIABILITY WITH REGARD TO CUSTOMER UNDER THIS AGREEMENT SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE LICENSE FEES FOR THE SOFTWARE TO

WHICH THE CLAIM RELATES PAID BY CUSTOMER HEREUNDER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

9.3 IN NO EVENT (TO THE EXTENT PERMITTED UNDER APPLICABLE LAW) SHALL JLT BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST DATA, LOST CONTRACTS, LOST PRODUCTION OR PROFIT, LOSS OF USE, OR FOR ANY OTHER ECONOMIC OR INDIRECT LOSS WHATSOEVER IN RESPECT OF THE SALE, PURCHASE, LICENSING OR USE OF THE SOFTWARE, (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHER CAUSE OF ACTION), AND IRRESPECTIVE OF WHETHER JLT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10 FORCE MAJEURE

10.1 Each party shall be excused from fulfilment of any obligations (except payment obligations) under the Contract to the extent that and for so long as such fulfilment is prevented or delayed by an industrial dispute or any other cause beyond its reasonable control, such as, but not limited to, riots; floods; war; warlike hostilities; fires; embargo; shortage of labour, power, fuel, means of transportation or common lack of other necessities or delayed delivery from any supplier caused by any such event on the supplier's behalf. The occurrence of any such event shall be promptly notified to the other party.

10.2 If by reason of any of the aforementioned circumstances, the fulfilment of the Contract becomes impossible for more than ninety (90) consecutive days, either party shall be entitled to terminate the Contract by written notice to the other party.

11 UPDATES AND SUPPORT AND MAINTENANCE

11.1 These License Terms do not grant Customer rights to any improvements, modifications, enhancements, updates, upgrades, or patches to the Software, or any other support services relating to the Software. Such updates and support services, if available for the Software, may be licensed separately from JLT as described in JLT's published support brochures or in other materials provided by JLT which may be modified by JLT from time to time. Use of such improvements, modifications, enhancements, updates, upgrades and patches received by Customer shall be governed by the terms and conditions contained herein, unless otherwise provided in any contract or other document provided at the time of license.

12 TERM AND TERMINATION

12.1 These License Terms shall become effective upon delivery of the Software and shall remain in effect indefinitely, subject to the terms and conditions set out below.

12.2 JLT shall have the right to terminate these License Terms with immediate effect if Customer is in default of any of its obligations under these License Terms, including, but not limited to (i) violation of the limitation of the right of use of the Software of Section 3 and 4, (ii) violation of the confidentiality provisions of Section 5, or (iii) failure of Customer to execute payments agreed according to Section 6, and Customer has failed to make good on such default within thirty (30) calendar days after having received written notice from JLT requiring it to do so.

12.3 JLT shall furthermore have the right to terminate these License Terms with immediate effect if Customer suspends its payments, becomes bankrupt or insolvent or enters into liquidation or otherwise can be regarded as insolvent.

12.4 Upon JLT's termination of these License Terms as set out in this Section, JLT may, at its option, and in addition to any other rights hereunder, and in addition to any other remedies available to JLT under applicable law, in writing require the Customer to return or destroy all versions of the Software and the Documentation and any and all documentation relating thereto on any media and in any form in Customer's possession. Customer shall give a written confirmation to JLT that all material related to the Software and its operation has been returned to JLT or destroyed within thirty (30) days notice of such termination.

13 EXPORT CONTROL REGULATIONS

13.1 The Software is subject to all applicable export, re-export, and import regulations in any applicable country, including without limitation the United States Export Administration Regulations and the United States International Traffic in Arms Regulations, and the Customer hereby agrees that the Software is not intended to be

exported, either directly or indirectly, to any embargoed countries, denied parties, nor used for or in support of any prohibited activities.

- 13.2 In the event the Customer exports the Software from the country to which they were first delivered, then the Customer assumes the responsibility for compliance with all applicable export and re-export regulations, including any and all fees and any penalties.

14 COMPLIANCE WITH LAWS

- 14.1 Except to the extent otherwise specifically agreed to in writing by the parties, the Customer shall be solely responsible for the receipt, installation, use and maintenance of all Software, and JLT shall have no obligation or responsibility of any kind with respect thereto. The Customer shall comply with all laws and regulations governing the purchase or license, installation or use of the Software, including, without limitation, obtaining all licenses, permits and registrations.

15 MISCELLANEOUS

- 15.1 The License Terms shall not be assignable in whole or in part by either party, without the prior written approval of the other party. This notwithstanding, JLT shall be entitled to assign the License Terms in whole or in part to a company owned by or affiliated with JLT or a company to which JLT's business relating to the Software is assigned or transferred.
- 15.2 These License Terms contain the entire understanding between the parties with the respect to the subject matter hereof, and annuls, replaces, and rejects any other agreements or understandings, whether written or oral, which may exist or have existed between the parties on the subject matter hereof, including any contradictory terms on Customer's documentation.
- 15.3 JLT reserves the right to alter these License Terms at its sole discretion by giving thirty (30) days notice to Customer prior to such alteration(s). In the event JLT makes alterations to these License Terms to the detriment of Customer and which are not acceptable to Customer, Customer may, notwithstanding the terms hereof, terminate the License Terms by giving written notice thereof to JLT within thirty (30) days from the date JLT notified Customer by e-mail or in writing of such alteration, in which case the Customer shall return the Software to JLT against a credit for the license fee for the Software as depreciated on a straight-line basis over five years. If Customer does not give written notice of termination of Agreement to JLT within above stipulated time frame, Customer shall be deemed to have accepted the alteration(s).

- 15.4 In the event that any portion of these License Terms is determined in any suit or proceeding to be invalid or unenforceable, such determination shall not affect the remaining terms, all of which shall remain valid and enforceable.

16 APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1 For Software licensed by JLT Mobile Computers Sweden AB, these License Terms and every Contact to which the License Terms apply shall in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect.
- 16.2 For Software licensed by JLT Mobile Computers, Inc., these License Terms and every Contact to which the License Terms apply shall in all respects be governed by and construed in accordance with the substantive laws of the State of Arizona, USA, without regard to its conflict-of-laws rules.
- 16.3 The rights and obligations of the parties under these License Terms and any Contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 16.4 For Software licensed by JLT Mobile Computers Sweden AB, all disputes arising out of or in connection with these License Terms and any Contract shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Should the amount of dispute be less than EUR 50,000, the Institute's rules for expedited procedure shall be used. The arbitration proceedings shall be held in Stockholm, Sweden and shall be conducted in the English language.
- 16.5 For Software licensed by JLT Mobile Computers, Inc., the Customer submits to the sole and exclusive jurisdiction of the state and federal courts in the State of Arizona in relation to disputes arising out of or in connection with these License Terms and any Contract. The Customer hereby consents to venue in such courts and agree not to object on the grounds the venue for the resolution of any dispute is inconvenient.