

LICENSE AGREEMENT

Effective: 1st of November 2020

This License Agreement is between Licensee and Abstraktor AB (a company incorporated in Sweden with company registration number: 559206-7812) (“Abstraktor”) and governs the use by Licensee of ActorJs (as defined below).

By installing the Software (as defined below), Licensee agrees to be bound by the terms of this License Agreement.

DEFINITIONS

ActorJs	The test tool developed by Abstraktor, utilizing the Patent and the Software.
Derivative Works	Any work, whether in source or object code, which is based on the Software and which does not constitute a new and independent work pursuant to paragraph 2 of article 4 of the Swedish Act (1960:729) on Copyright in Literary and Artistic Works.
Documentation	The manuals and instruction materials furnished by Abstraktor in connection with ActorJs.
Licensee	The physical or legal person to which the License hereunder has been granted by Abstraktor.
Patent	The patent application for a system and method for testing of systems under test, patent application number: 19218798.7 (European Patent Office).
Software	The software developed and owned by Abstraktor, identified as ActorJs.

§ 1 - LICENSE

Licensee is hereby granted a limited, non-exclusive and non-transferable license to use ActorJs (including any Derivative Works created by Licensee hereunder) (the “License”). The License is granted subject to the terms and conditions set forth below.

The Software is licensed to Licensee on an open source basis. The License includes the right to create Derivative Works pursuant to sub-clause 3 below.

ActorJs may be used only by Licensee himself/herself/itself, or (if, for instance, Licensee is a company), by the employees and consultants of Licensee.

The License does not include any updates to the Software, or any support services. Notwithstanding the foregoing, should Abstraktor furnish any updates to Licensee, such updates shall be subject to the License granted hereunder.

As regards the Documentation provided by Abstraktor, Licensee may use this Documentation for the purpose of the License hereunder (only). Licensee shall not be entitled to distribute copies of the Documentation, or electronically communicate the Documentation, to recipients who are not employees or consultants of Licensee.

§ 2 - LICENSE RESTRICTIONS

Licensee may not:

- i) Rent, lease, lend, sell, distribute, transfer or otherwise make available ActorJs (and/or a Derivative Work) (whether for value or otherwise) to third parties without Abstraktor’s written approval. Any such approval will be subject to the third party acknowledging in writing (vis-à-vis Abstraktor) that its use of ActorJs (and/or the Derivative Work) shall be subject to the terms and conditions of this Agreement.

- ii) Distribute copies of the Software (and/or a Derivate Work), or electronically communicate the Software (and/or a Derivative Work), to recipients who are not employees or consultants of Licensee.

§ 3 – DERITATIVE WORKS

Should Licensee, or (if applicable) any of its employees or consultants, create a Derivative Work, Licensee shall inform Abstraktor thereof in writing (an e-mail shall be sufficient). Licensee may use the Derivative Work to the same extent as it may use the Software hereunder, but Abstraktor shall be the sole and exclusive owner of any and all rights in the Derivative Work, including the copyright. At the request of Abstraktor, Licensee and Abstraktor shall formalize the rights transfer in a written contract, which shall, inter alia, confirm that all rights in the Derivative Work have been irrevocably transferred to Abstraktor, that Abstraktor is be entitled to exploit the Derivative Work without limitation in time or any other kind of limitation, that Abstraktor may transfer its rights to the Derivative Work to third parties and that the rights transfer from Licensee to Abstraktor shall be free of charge.

§ 4 – IMPROVEMENTS TO THE PATENT

Any improvement to the Patent, whether patentable or not, which Licensee, or (if applicable) any of its employees or consultants, may discover, create or develop or otherwise have at its disposal, directly or indirectly, without restraints as to the use thereof (“Improvements”), shall be disclosed promptly to Abstraktor and Abstraktor shall have the exclusive right of perpetual duration to use the Improvements as well as to grant the use thereof to other licensees in the whole world without compensation to Licensee, except that Licensee shall during the life of this Agreement have the non-exclusive right to use such Improvements including corresponding patents, if any, in accordance with the provisions of this Agreement. If Licensee decides not to apply for a patent relating to an Improvement made by Licensee or if Licensee no longer wishes to maintain such a patent or patent application then Abstraktor may in its sole discretion and at its own expense apply for such a patent or maintain such a patent or patent application (as the case may be).

§ 5 - COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The Software, the Patent and the Documentation are protected by copyright and patent laws and international copyright and patent treaties, as well other intellectual property laws and treaties. Any such intellectual property rights are owned and especially reserved by Abstraktor, without limitation. For the avoidance of doubt, no ownership rights are transferred to Licensee hereunder.

“ActorJs” is a registered trademark of Abstraktor. This Agreement does not include a license to use the trademark “ActorJs”.

§ 6 - LIMITITATION ON LIABILITY

ActorJs is licensed to Licensee “as is”. Abstraktor gives no guarantees as regards the use, functionality or performance of ActorJs and assumes no liability (whatsoever) as regards any defaults in ActorJs or any possible infringements on third party statutory or contractual rights. Abstraktor expressly disclaims any and all warranties not expressly given in this Agreement, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement. Thus, the entire risk arising out of any use of ActorJs hereunder remains with Licensee.

The limitation of liability hereunder shall be to the maximum extent permitted by applicable law. Under no circumstances shall Abstraktor be liable for any cost of substitute products or services, for any indirect losses or for any consequential damages (including any loss of profits, interruptions or loss of business information).

§ 7 - MISCELLANEOUS

Licensee may not, either wholly or partly, assign or pledge its rights or obligations under this Agreement to any third party without the prior written consent of Abstraktor.

§ 8 - DISPUTES

This agreement shall be governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled by the general courts of Sweden, with the district court of Stockholm in the first instance.