

CONSORTIUM AGREEMENT

for

MOBILE LIFE

VINN EXCELLENCE CENTRE

dated

2012-03-09

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This Agreement (the “**Agreement**”) is made by and between

- (1) **Stockholm University**, a university organised under the laws of Sweden, with its registered address at 106 91 Stockholm, Sweden, (the “**University**”);
- (2) **SU Holding AB**, a company organised under the laws of Sweden, with its registered address at Villa Bellona, 106 91 Stockholm, Sweden;
- (3) **Ericsson AB**, a company organised under the laws of Sweden, with its registered address at 164 80 Stockholm, Sweden;
- (4) **TeliaSonera AB**, a company organised under the laws of Sweden, with its registered address at 106 63 Stockholm, Sweden;
- (5) **Microsoft Research Limited**, a company organised under the laws of England, with its registered address at 7 JJ Thomson Avenue, Cambridge, CB3 OFB, United Kingdom;
- (6) **NOKIA Corporation**, a company organised under the laws of Finland, with its registered address at Keilalahdentie 4, FIN-02150 Espoo, Finland;
- (7) **IKEA of Sweden AB**, a company organised under the laws of Sweden, with its registered address at Box 702, 343 81 Älmhult, Sweden;
- (8) **ABB Corporate research**, a company organised under the laws of Sweden, with its registered address at Forskargränd 7, 721 83 Västerås, Sweden;
- (9) **Company P**, a company organised under the laws of Sweden, with its registered address at Jungfrugatan 61 1 tr, 114 44 Stockholm, Sweden;
- (10) **Moveinto Fun**, a company organised under the laws of Sweden, with its registered address at Årevägen 138, 830 13 Åre, Sweden;
- (11) **The City of Stockholm**, Executive Board, a company organised under the laws of Sweden, with its registered address at Executive Office, City Hall, Stockholm, Sweden);
- (12) **Kista Science City AB**, a company organised under the laws of Sweden, with its registered address at Isafjordsgatan 39 B, 164 40 Stockholm, Sweden; and

- (13) **Stockholm Innovation & Growth AB**, a company organised under the laws of Sweden, with its registered address at Isafjordsgatan 39 B, 164 40 Stockholm, Sweden;

hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

It is agreed as follows:

1 INTRODUCTION

Provided that VINNOVA (Swedish Governmental Agency for Innovation Systems) supports the activities by means of contributions to the University, the Parties undertake to cooperate in good faith within Mobile Life VINN Excellence Centre (“**Centre**”), that is being constituted pursuant to this Agreement and in the Operational Plan including the communication plan **Appendix 1**. The Parties shall contribute to the operations by striving for an exchange of information (when this does not involve violating any laws or agreements nor divulging any own trade secrets), by means of performing research work, other work or through the contribution of cash resources.

2 DEFINITIONS

In this Agreement the following definitions are used.

“**Background**” means information protected by Sole Rights, other than Results, that may be significant for the implementation of the Operational Plan (according to Appendix 1) and that a Party has previously made public or that a Party makes public or communicates to another Party during the term of this Agreement. Confidential Information that the Parties may come to transfer to each other according to the undertakings in another agreement, or information that a Party received through an employee of another Party when the employee is not involved in the Centre, does not constitute Background.

“**The Centre**” means the Mobile Life VINN Excellence Centre in accordance with section 1 and which ensues from this Agreement.

“**Own Operations**” of a Party or Party’s Group Company means the operations that a Party or Group Company, respectively, operates on its own or commissions someone else to operate on its behalf, such as research, design, development,

adaptation, manufacturing, leasing, marketing and sales of products and services. Further licensing of Results to customers is not included in Own Operations to a greater extent than is necessary for the use of products or services as a result of Own Operations. Consequently, the pure sale of licences does not constitute Own Operations.

Licensing to third parties that work on the assignment of a Party (e.g. outsourcing manufacturing) are however included in Own Operations.

“Sole rights” means the existing possibility, on the grounds of intellectual property rights, of prohibiting someone else from utilising Background or Results. The possibility of procuring prohibitions according to the Trade Secrets Act (1990:409) or the Marketing Practices Act (2008:486), shall be deemed to apply on the grounds of intellectual property rights. Sole Rights may belong to someone Separately or Jointly with others.

“Separate Results” means Results within a Project that a Party can prove that it has generated alone or independently of the collaboration with another Party.

“Phase 3” means Operational Years 6, 7 and 8.

“Operational plan” means the research programme for the Centre, as set out in the Operational Plan in Appendix 1.

“Group Company” means, first, a legal entity that, according to Chapter 1, Section 11 of the Companies Act (2005:551), is included in the same group as a Party; and second, a foreign legal entity that would have been included in the same group as a Party, according to the said statutory provision, if such entity had been a Swedish legal entity.

“Confidential Information” means information that, for a Party that is a public authority, or that as regards secrecy is to be deemed equivalent to a public authority, is subject to the provisions on secrecy under Chapter 19, Section 1 of the Public Access to Information and Secrecy Act (2009:400); or, for other Parties, information regarding business or operational affairs, regardless of whether they are documented, which is being kept secret and the disclosure of which is likely to cause loss to the holder as regards competition.

“Contributions in Kind” means material, equipment, work and other contributions in kind and that, according to VINNOVA’s guidelines, constitute an approved co-financing.

“Project” means such research activities set out, in the Research Programme and stating the participating Parties.

“Results” means information subject to Sole Rights generated during the term of this Agreement within the framework of the Party’s or Parties’ performance of research work at the Centre. Results may belong to someone Separately or Jointly with others. Results that a Party makes public or communicates to another Party during the term of the Agreement shall not be considered Background.

“Sub-Contract” means agreements other than contracts of employment between a Party and a third party regarding research work or other work carried out for the fulfilment of this Agreement.

“Joint Results” means all Results that were jointly generated by two or more parties. Joint Results shall belong in equal parts to those Parties that have generated the Results in collaboration, unless otherwise agreed.

“Operational Plan” means Operational Plan for the Centre – 2012-04-01 to 2015-03-31 (Appendix 1).

“Operational Year 6” means the period from 2012-04-01 to 2013-03-31.

“Operational Year 7” means the period from 2013-04-01 to 2014-03-31.

“Operational Year 8” means the period from 2014-04-01 to 2015-03-31.

3 ECONOMIC UNDERTAKINGS

3.1 Total undertaking

The budgeted total joint economic undertakings of the Parties for Phase 3 amount to kSEK 42 000, split between Operational Year 6 with kSEK 14 000 and, Operational Year 7 with kSEK 14 000 and Operational Year 8 with kSEK 14 000.

3.2 Forms of financial support

The economic undertakings of the Parties can consist of Contributions in Kind and/or Cash Contributions.

3.3 The University's economic undertakings

The University undertakes to support the operations with values corresponding to SEK 21 000 000 in accordance with the table below.

Operational year	Contributions in Kind (kSEK)	Cash Contribution (kSEK)
Year 6	5 500	1 500
Year 7	5 500	1 500
Year 8	5 500	1 500
Total amount	16 500	4 500

3.4 The other Parties' economic undertakings

The aggregated economic undertakings of the other Parties amount to kSEK 22 500 000, split is shown in the table below.

Operational Year 6:	Contributions in Kind kSEK	CashContributions kSEK
Ericsson	600	600
TeliaSonera	400	100
Microsoft Research ¹	850	350
Nokia ²	880	320
IKEA	300	700
ABB	300	200
Company P	300	0
Movinto Fun	300	0
The City of Stockholm	800	0
Stockholm Innovation & Growth	100	0
Kista Science City	400	0

¹ Microsoft's economic undertakings comprises an amount in kSEK. This commitment may be affected by the rate of exchange prevailing on the date of invoice.

² Nokia's economic undertakings comprises an amount in kSEK. This commitment may be affected by the rate of exchange prevailing on the date of invoice.

Total	5 230	2 270
Operational Year 7:	Contributions in Kind kSEK	Cash Contributions kSEK
Ericsson	600	600
TeliaSonera	400	100
Microsoft Research ³	850	350
Nokia ⁴	880	320
IKEA	300	700
ABB	300	200
Company P	300	0
Movinto Fun	300	0
The City of Stockholm	800	0
Stockholm Innovation & Growth	100	0
Kista Science City	400	0
Total	5 230	2 270
Operational Year 8:	Contributions in Kind kSEK	Cash Contributions kSEK
Ericsson	600	600
TeliaSonera	400	100
Microsoft Research	850	350
Nokia	880	320
IKEA	300	700
ABB	300	200
Company P	300	0
Movinto Fun	300	0
The City of Stockholm	800	0
Stockholm Innovation & Growth	100	0
Kista Science City	400	0
Total	5 230	2 270
Total amount	15 690	6 810

3.5 Limitation of the City of Stockholm's participation

Owing to the special conditions applicable for municipalities, the City of Stockholm's participation in the Centre shall be limited in accordance with Appendix 2, which shall be deemed to be a part of this Agreement.

³ Microsoft's economic undertakings comprises an amount in kSEK. This commitment may be affected by the rate of exchange prevailing on the date of invoice.

⁴ Nokia's economic undertakings comprises an amount in kSEK. This commitment may be affected by the rate of exchange prevailing on the date of invoice.

4 PERIOD FOR THE FULFILMENT OF ECONOMIC UNDERTAKINGS, ETC.

4.1 Period for the payment of Cash Contributions

The undertaken total Cash Contribution (pursuant to 3.4) shall be paid in advance in equal tranches every six months. The first payment shall be made without undue delay after this Agreement has entered into effect. This payment obligation is to be fulfilled by means of transferring the amount to the University. The University shall keep this amount separate and the disposal of the Centre Board who will dispose of the Cash Contributions on behalf of the Parties.

4.2 Period for the fulfilment of Contributions in Kind

Contributions in Kind shall be fulfilled on an ongoing basis, and no later than within a reasonable time after being requested by the Centre Board.

4.3 Exclusion of right to set-off

A Party may not set-off the value of a fulfilled Contribution in Kind against an undertaken Cash Contribution.

4.4 Respite

The Centre Board may, upon the request of a Party, decide to grant a respite in the fulfilment of a Party's economic undertakings as set out in Section 3. However, the fulfilment of Cash Contributions shall always take place no later than when Phase 3 is completed. The Centre Board may also, upon the request of a Party, decide that a Party's undertaken Contribution in Kind shall instead be fulfilled as a Cash Contribution. Such a decision may also be made without a request by the Party in conjunction with the premature withdrawal by the Party from the Agreement.

4.5 Separate liability

Each Party is liable for its own portion of the financing. There is consequently no joint liability.

5 ORGANISATION

5.1 General Meeting

The General Meeting is the ultimate decision making body of the Centre.

The General Meeting shall consist of one representative for each Party each of which shall have one vote.

It is incumbent upon each Party to attend the General Meeting, either by means of a deputy or an authorised representative, where the General Meeting intends to deal with matters concerning amendments or additions to this Agreement or elections according to Section 5.1.7.

Written notice convening the General Meeting shall be sent to all Parties no earlier than four and no later than one week prior to the General Meeting.

Decisions regarding amendments or additions to this Agreement and its appendices, as well as the election of members to the Centre Board, may only be made if all Parties are present by means of a deputy or representative. Other decisions may be made if at least half of the Parties are present, by means of deputies or representatives.

The General Meeting shall elect the Centre Board and may dismiss any Centre Board Member without stating the reasons. The General Meeting shall carry out the duties of the Centre Board until the Centre Board has been elected and duly constituted.

Decisions regarding amendments or additions to this Agreement and its appendices must be unanimous. The same applies to elections according to Section 5.1.6. However, decisions regarding changes in the Operational Plan may be made by simple majority, provided the decision is seconded by the person to be appointed according to Section 5.3. Decisions regarding the premature cessation of the Centre's activities may be decided by simple majority if seconded by the University. Requirements regarding unanimity are set forth in Section 10.1 and 11.8.

Other decisions are made by simple majority.

The University's President, or such other person who is appointed by the same to take his/her place, shall be the Chair of the General Meeting. It is incumbent upon the Chair to issue a notice to all Parties to attend the General Meeting in order to elect the Centre Board without undue delay, once this Agreement has been duly signed by all Parties.

Each Party may require of the Centre Board that notice convening a General Meeting be issued to discuss a particular matter.

5.2 The Centre Board

The Centre Board shall consist of at least five Centre Board Members with deputies who shall be elected by the General Meeting. The University's President may, where needed for the effective execution of the Centre's business appoint a Centre Board Member and remove the same, should the occasion arise. No remuneration is provided for board member mandates.

A Centre Board Member is appointed for the full Phase 3, but its mandate may cease prematurely if the Centre Board Member itself or the Parties, subject to a decision of the General Meeting, give notice to this effect. Such notice shall be given to the Centre Board. If a Centre Board Member's mandate ceases prematurely, and there is no deputy who can take his/her place, the remaining Centre Board Members must take the necessary measures to appoint another member for the remaining mandate period. No measures are required if the number of Centre Board Members is greater than five, and the Centre Board is competent to make decisions with the remaining board members and deputies.

The Centre Board is responsible for the execution of the Centre's business and shall decide on the direction and objectives of the Centre within the scope of the Operational Plan (Appendix 1), as well as on matters that arise and that, according to this Agreement, should not be decided by the General Meeting of Parties or another. The Centre Board shall in its decision-making, promote the common interests of the Parties.

Among other things, the Centre Board shall therefore:

- decide upon the Centre's strategic development and direction, with the aim that the Centre shall fulfil the evaluation criteria drawn up by VINNOVA;

- promote the collaboration with the community, as well as trade and industry, primarily with regard to the use of Results;
- continuously assess the Centre's (profit centre's) financial situation, prepare a budget and ensure that the organisation is designed in such a way that the management of funds and other economic circumstances are controlled in a secure manner;
- be responsible for the initiation, decision, implementation and follow-up of the research activities within the frame of the Research Programme;
- keep the Parties informed about any circumstances that may significantly delay or obstruct the implementation of the Research Programme;
- provide all Parties with an annual budget for each operational year;
- make sure that the annual and final reports are submitted;
- give advice on matters regarding the commercialisation of Results, upon the request of a Party;
- approve accession agreements with new Parties and Sub-Contracts;
- approve a winding-up plan for the premature winding-up of this Agreement.

If certain tasks are delegated to one or more of the Centre Board Members or to a Party, the Centre Board shall act with care and continuously ensure that the delegation can be maintained.

The Centre Board is not authorised represent the Parties in relation to third parties or to make decisions entailing the exercise of public authority.

The Centre Board shall establish written rules of procedure for its work. The rules of procedure shall state how the work, when applicable, shall be distributed among the Centre Board's board members; how often the Centre Board shall meet; and to which extent the deputies shall participate in the work of the Centre Board and attend its meetings.

The Centre Board shall provide written instructions indicating the division of tasks between, first, the Centre Board, and second, the Head of Centre and, third, other bodies, such as project groups, that the Centre Board may decide to establish. The written instructions shall also state the forms for all exchange of information regarding such patentable Results for which patents have not been applied, as well as for communication and dissemination of a Party's Confidential Information.

The Centre Board shall amongst itself elect one board member to be its Chair. In the event of an equal number of votes, the election will be decided by drawing of lots. The Chair shall lead the work of the Centre Board and ensure that the Centre Board fulfils its duties.

The Chair of the Centre Board shall ensure that Centre Board's meetings are held when needed. The Centre Board shall always be convened if a board member or the Head of Centre so requests.

The Centre Board is competent to make decisions if more than half of the total number of Centre Board Members are present or represented. When determining whether the Centre Board is competent to make decisions, any Centre Board Member who has a conflict of interest in the matter at hand, shall not be considered present. Decisions may not be made on a matter unless all Centre Board Members, as far as may be practicable, have been given the opportunity to participate in the discussion on the matter, and have been given sufficient information to decide upon the matter.

Decisions by the Centre Board will be made by simple majority where the all Centre Board Members are present or represented. In the event of an equal number of votes, the Chair has the casting vote. However, if the Centre Board is not fully present or represented, a decision requires the support of one third of the total number of Centre Board Members.

Minutes shall be taken at the meetings of the Centre Board. The decisions made by the Centre Board shall be noted in the minutes. The minutes shall be signed by the person keeping the minutes and verified by the Chair, or by another Centre Board Member if the Chair kept the minutes. The Centre Board Members, and the Head of Centre are entitled to have a dissenting opinion noted in the minutes. The Centre Board's minutes shall be kept in numerical order and stored in a secure manner and in accordance with the Archives Act (1990:782).

5.3 Head of Centre

The Centre shall have a scientific manager entitled the Head of Centre, who shall lead the activities, both scientifically and operationally on a day to day basis, and present reports in the Centre Board. The Head of Centre is entitled to be present and express his/her opinion at the meetings of the Centre Board, unless otherwise decided by the Centre Board but may not participate in its decisions.

The University shall appoint the Head of Centre after consulting the other Parties. The Head of Centre may, with the consent of the University, delegate operational duties to an Assistant Head of Centre, who is to be appointed in the same way as the Head of Centre.

5.4 Scientific Council

The Centre Board and the Head of Centre shall promote the establishment of a Scientific Council, and work to ensure that the Council is in appropriate forms able to support the Centre's scientific operations. It is incumbent upon the Head of Centre to convene the Scientific Council when needed, and to lead the Council meetings.

5.5 Administration and finances

The University undertakes, upon receiving instructions from the Centre Board when applicable, to manage the Centre (including administration and finances, among other things), in so far as this is not a duty of the Centre Board; and shall in that connection ensure that reports are prepared and forwarded to the other Parties and to VINNOVA. The financial reporting shall be conducted on the basis of the Centre having to provide a separate account of income and costs.

No Party shall receive remuneration for the management of the Centre's operations, but work performed may constitute Contributions in Kind.

6 CONFLICT OF INTEREST

Any Party that is an administrative authority must observe Sections 11-12 of the Administrative Procedure Act (1986:223) when preparing matters and taking decisions concerning the Centre. The other Parties undertake to apply the principles of these conflict of interest rules, so that all Parties have an equal

opportunity to participate in the preparation of matters and taking of decisions relating to the Centre.

7 REPORTING

7.1 Internal reporting

The Centre Board shall determine a budget prior to each operational year. The Centre Board shall also ensure that the budget is sent to all Parties for information. The Centre Board shall distribute interim reports and final reports from all the Centre's Projects to all Parties that are not public authorities no as regards secrecy are deemed equivalent to public authorities. The Centre Board shall distribute corresponding information, except for Confidential Information and such Results as may be protected but have not yet been protected, to Parties that are public authorities or that as regards secrecy are deemed equivalent to public authorities. The Centre Board shall furthermore ensure that all Parties are kept informed about any circumstances that may significantly delay or obstruct the implementation of the Research Programme.

7.2 External reporting and communication strategy

The Centre Board shall ensure that the adopted communication strategy (part of the Operational Plan, Appendix 1) is implemented, and that a website is created for the Centre, with links to the Parties VINNOVA and other contributors.

7.3 Special reporting to VINNOVA

The University has undertaken, in relation to VINNOVA, to prepare annual reports and a final report for Phase 3. The University shall consult the Head of Centre and the Centre Board on matters concerning the contents and outline of the reports, and shall ensure that completed reports are sent to all Parties for information purposes. The other Parties undertake to assist the University in order for the reporting obligation to be fulfilled in an adequate manner. Confidential Information shall only be included in the annual report if VINNOVA so requests, and in such cases only to the extent requested by VINNOVA.

7.4 Independent right of publication for VINNOVA

The Parties grant VINNOVA an independent right to publish information and reports about the Centre and its operations, provided that Confidential Information is not divulged and that VINNOVA assumes responsibility for observing the applicable laws and regulations upon publication. VINNOVA is also entitled to establish a link from its website on the Internet to the Centre's website on the Internet.

7.5 Disclosure requirement regarding use of Open Source software

The Parties shall inform each other in advance of any use of Open Source software in projects being conducted by the Centre and about the licence conditions applicable for the Open Source software in question. Such use shall be reported to the Head of Centre, in turn, shall maintain a list of the Open Source software being used in the Centre's projects and the licence conditions applicable to the respective software.

8 TRANSPARENCY AND AUDITING

8.1 Obligation to disclose

The Centre Board and the Head of Centre shall, if so requested by a Party, disclose information about the Centre's activities, provided this is deemed possible without any risk of harm to a Party. If it is not deemed possible to disclose the requested information without risk of harm, the Party that requested the information shall be immediately informed of the same. If any such risk of harm can be eliminated by the Party requesting the information providing a special confidentiality undertaking in favour of the Party that is in risk of suffering harm, then the requesting Party shall be offered to make such an undertaking. If such a confidentiality undertaking is drawn up by the Centre Board and entered into, the requested information shall be disclosed. It shall not be deemed possible for a Party that is a public authority or that as regards secrecy is deemed equivalent to a public authority, to eliminate a risk of harm when providing Confidential Information by providing a special confidentiality undertaking, unless that authority or Party that as regards secrecy is deemed equivalent to a public authority may classify the Confidential Information as secret according to the Public Access to Information and Secrecy Act (2009:400).

8.2 Transparency in accounting

All Parties shall always be entitled to access to the accounting and other documents concerning the Centre's business, either themselves or through an authorised public accountant, to the extent required in order for the Party to be able to assess the Centre's financial situation and management of funds. If this can take place without any unreasonable cost or inconvenience, the Centre Board and the Head of Centre shall, upon request, assist the Party with the investigation required for this purpose and provide any necessary copies.

8.3 Transparency for the benefit of VINNOVA

The Parties hereby grant VINNOVA the same individual right of insight and information regarding the Centre's operations as applies to the Parties. This includes a right to attend the meetings of the Centre Board. VINNOVA shall always receive notice of the Centre Board's meetings, as well as minutes of the same.

8.4 Audit rights for VINNOVA

The Parties hereby grant VINNOVA the independent right to, at VINNOVA's expense, have an authorised public accountant appointed by VINNOVA, audit the Centre's account of costs and how the Parties have fulfilled their Contributions in Kind. VINNOVA is also granted the independent right to perform a scientific quality audit of the Centre with the assistance of external experts.

9 THE PARTIES' RELATION TO EMPLOYEES AND OTHER ASSISTANTS

9.1 Liability for the acts and omissions of employees and other assistants

Each Party is liable to the other Parties for their own employees and for consultants, subcontractors and other retained assistants as they are for themselves. If several Parties jointly engage an assistant under a Sub-Contract, they shall be jointly and severally liable for the assistant.

9.2 Obligation to conclude agreements regarding the transfer of rights

Each Party shall ensure its employees and any other assistants engaged by the Party and participating in the Centre, assign to that Party, in writing, all of their rights, in Sweden and abroad, to Results such as:

- inventions
- plant types
- designs
- circuit patterns
- computer programs, and the economic rights to other craft products,

that could become the object of Sole Rights in Sweden or abroad and that arose as a result of the employee/assistant's participation in the Centre and that fall within the framework of that employee/assistant's employment or special assignment and that are of importance to the Centre. It is hereby noted that such transfer shall include the right for such Party, where applicable, to change and process any copyright-protected works, as well as the right to further reassign the work.

9.3 The University's obligation to ensure that agreements on assignment are concluded with certain companies

The University shall ensure that assignments pursuant to Section 9.2 are given to a holding company controlled by the University, or another legal entity, provided that the person to whom the assignment is made ("Beneficiary") has acceded to this Agreement as a Party. The University shall ensure that the beneficiary accedes to this Agreement as a Party. Should the beneficiary not commit to any economic undertakings of its own to the Centre, the Beneficiary shall not be entitled to participate in the decisions of the Centre with regard to its management or economy.

9.4 Obligation to agree upon limitations of the opportunities of scientific publication

Each Party is responsible for ensuring that the Party's employees, and any assistants engaged by the Party, who participate in the Centre, make a commitment in favour of all Parties: first not to divulge Confidential Information; and second, not to publish or in any other way disclose any Results without previously having

provided a draft of their publication to the Head of Centre, to be forwarded to the other Parties whose rights may be affected by any public disclosure. Each Party must, without undue delay and no later than within 30 working days of receipt of a proposed publication, give notice to the publishing Party of any impediments against the publication of certain information.

Impediments to publication only exist if publication would divulge Confidential Information (except in the cases referred to in Section 2, paragraph 2 of the Trade Secrets Act (1990:409)); or if it would constitute a lack of novelty impediment when applying for the registration of Sole Rights to Results patents or other IPR that in part or in full would belong to the Party that is reporting the impediment.

In the event of a lack of novelty impediment, publication may be delayed for a maximum of four months from the date when the draft was reported in order to allow for said registration. Impediments for divulging Confidential Information exist as long as the Confidential Information has not become available to the public other than through breach of this Agreement or an ensuing confidentiality undertaking or the Trade Secrets Act (1990:409).

10 NEW PARTIES

10.1 The Centre Board's mandate

The Parties authorise the Centre Board to determine whether a third party shall be allowed to accede to this Agreement during Phase 3 as a new Party, which economic undertakings such acceding Party shall make, and whether such Party shall pay an amount that it would reasonably have contributed if it had participated in the Centre's operations from the start. Decisions regarding new parties require unanimity.

10.2 Special obligation to inform

The Centre Board shall, without undue delay, inform all Parties of any application received from a third party requesting to accede to this Agreement. The Centre Board shall identify said third party and determine a reasonable time period for the Parties to present their objections to such accession. Should the Centre Board, in spite of a Party's objection, decide to allow the accession of a third party to this Agreement, any Party that is a competitor of the acceding Party is entitled to resign

from the Centre with immediate effect. Such Party shall, in their objection, give the Centre Board notice of their intention to resign. Any Party that omits to do so shall lose its rights under this provision, but retains its right to resign under Section 16.

A resigning Party is under no obligation to grant licences under this Agreement to an acceding Party where such accession is the cause of its resignation.

11 RIGHT TO USE BACKGROUND AND RESULTS

11.1 Free use

Background that is not subject to Sole Rights may be used freely.

11.2 Use of Background subject to Sole Rights

Background that a Party holds with Sole Rights is owned by that Party, but may be used free of charge by the other Parties for Centre research Projects pursuant within the purposes set out in the Research Programme, and during the term of this Agreement, unless such use is prevented by law or if the owning Party must lay down other terms and conditions for its use due to third party rights.

11.3 Separate Results

Results within a Project developed solely by one Party shall be Separate Results vested exclusively in that Party. Upon assignment or licensing of its Separate Results, the owning Party will however always make reservations for the other Parties' rights in accordance with Sections 11.2 and 11.5.

If the use of Separate Results is dependent upon Background held by another Party subject to Sole Rights, a licence to such Background must be obtained. Such licence shall be granted subject to Section 11.5.

Another Party that has participated in the Project in which the Separate Results arose, as well as such other Party's Group Companies is hereby granted a non-exclusive gratuitous licence for the use of the Separate Results in its Own Operations.

Another Party that has not participated in the Project in which the Separate Results arose, as well as such other Party's Group Companies, shall be entitled to a non-exclusive licence on fair and non-discriminatory terms for the use of the Separate Results in its Own Operations. Such terms shall be set out in a separate agreement.

11.4 Joint Results

Joint Results may be used freely by the joint owners and the joint owners' Group Companies, in their Own Operations, including licensing to third parties.

A Party that is not a joint owner but that has participated in the Project in which the Joint Results arose, as well as such Party's Group Companies is hereby granted a non-exclusive, gratuitous licence for the use of the Joint Results in its Own Operations.

A Party that is not a joint owner and that has not participated in the Project in which the Joint Results arose, as well as the such Party's Group Companies, shall be entitled to a non-exclusive licence on fair and non-discriminatory terms for use of the Joint Results in its Own Operations.

Decisions regarding other measures for the management, use and control of the Joint Results requires the consent of all joint owners. However, any measures that cannot bear postponement and that are required in order to protect the Sole Rights to the Joint Results may be taken by those joint owners that are not prevented from participating in decisions, provided always that notice of the need for such measures has reasonably been provided to all joint owners and that the owners available to participate in the decision all agree on the measures to be taken. In the event of material disagreement regarding any administrative decisions referred to in this section, a Party may demand that the joint ownership be dissolved in accordance with Section 12.

Notwithstanding the previous paragraph, an application for registration and acquisition of Sole Rights to Joint Results shall be submitted, if requested by a joint owner. Such request shall be presented to the other joint owners. The joint owner that first demands the registration shall, on behalf of the other joint owners, be responsible for the formulation of the registration application. The joint owners shall share all costs of registration and maintenance of the Sole Rights in proportion to their share of ownership in the Joint Results. Any expenses related to infringement claims or to conducting a defence in respect of claims of superior

rights or invalidity shall constitute expenses for the maintenance of the Sole Rights.

If any joint owner does not wish to assume its share of these expenses, it shall notify the other joint owners to this effect and request the dissolution of the joint ownership in accordance with Section 12. If the expense that a joint owner does not wish to bear relates to a certain territory or otherwise to a separable part of the Joint Results, the request for dissolution may be correspondingly limited.

11.5 Licensing Rights

Any Party that has developed Separate Results or, as the case may be, those Parties that have developed Joint Results, may during the term of this Agreement request that another Party grants a licence, on fair and non-discriminatory terms, to its Background which is subject to Sole Rights, if this is required to be able to use the Results in the requesting Party's Own Operations and similarly in a Group Company's Own Operations.

Beneficiaries according to Section 9.3 may request that another Party grants a licence to Background which is subject to Sole Rights, if such licence is required in order to be able to use the Results. Instead of obtaining such licences, the requesting Party may acquire the Results in return for reasonable compensation. The following provisions regarding reasonable compensation for licences shall also apply in the case of acquisitions.

A request for licence shall be in writing and shall include an account of the Results and the dependency on the Background. The holder of the Background has a right to a counter licence to the Results.

A Party may exclude Background which is subject to Sole Rights from any licensing, provided such party has declared an exclusion of such Background before it signed this Agreement. Such exclusion may also be declared for Background which has arisen thereafter or the declaration is made in connection with a new Party acceding to the Agreement. Such exclusion shall thereafter apply to all Parties, although licences already been granted when the Party submits such declaration continue to be valid.

Declarations of exclusion shall be in writing and state which Background and which rights are being excluded as well as the reasons for such exclusion.

11.6 Reciprocal liability for transfers and licensing

Where a Party assigns or grants licenses to any part of its Background or Results to another Party, such assignment or license is granted to Background or Results as is. The Party thereby particularly disclaims any liability: for Sole Rights to the Results being formally kept in force (i.e. that any registrations of Sole Rights will be maintained) or for them remaining substantively valid (i.e. that any registrations will not be revoked); for them being fit for any particular purpose or fitness for use including but not limited to industrial use without any risk of personal injury or property damage; for the use of Background or Results not to require official permits and does not warrant that the use of the Background or Results will not constitute infringement of the Sole Rights of another Party or third party.

However, the Party shall compensate any loss that occurs as a result of another Party or third party having ownership of, intellectual rights to, mortgages on or another similar property right to the Results if the transferring/granting Party has acted negligently or otherwise knew or ought to have known about such restrictions. The Party shall also be liable for all loss that could have been avoided if it had informed the licensee or assignee that claims to the Results by another Party or third party had been received by the said Party.

The circumstances referred to in this disclaimer of liability may always be invoked by a Party that wishes to claim that the promised reasonable compensation has become unreasonable. It is never necessary to pay compensation for the use of Results once the Sole Rights have expired. However, no claims for the reimbursement of compensation already paid may be presented.

11.7 Limitations of the agreed restrictions of the right of use

Any undertakings that limit the possibilities of using Background and Results, shall only apply as long as the Background and Results, respectively, are subject to Sole Rights. These undertakings shall be consistent with applicable national and EU competition legislation.

11.8 Terms for participants that are not a Party

Provided that the Centre Board approves a project in which a participant that is not a Party to this Agreement participates with Contributions in Kind or Cash

Contributions of a substantial scope, such participant shall have the following rights.

Participants that are not Parties are entitled to a gratuitous, non-exclusive licence to use the Results derived from the project in which they have participated in its Own Operations.

Participants that are not Parties are entitled to a gratuitous, non-exclusive licence on fair and non-discriminatory terms to use Background necessary for the participant's use of Results derived from the project in which they have participated in its Own Operations.

These rights are conditional upon such participants granting the equivalent rights to Parties and undertaking to apply the same confidentiality as the Parties have undertaken to apply. Approval of projects with participants that are not Parties are have to be seconded by the intended participant Parties in the project in question.

12 DISSOLUTION OF JOINT OWNERSHIP

No joint owner may assign its share in Joint Results to other than a Party's Group Companies other than as set out in this provision without the consent of the other joint owners. If the joint ownership will be dissolved in conjunction with the termination (winding up) of this Agreement, the provisions set out below shall primarily apply to the sale of assets. Each Party undertakes not to file for the appointment of a liquidator by the court, unless a Party can show that the administrative proceedings referred to below are unreasonably delayed or conducted in a way that jeopardises such Party's rights. Should the preconditions for the appointment of a liquidator nonetheless apply, the Parties hereby declare it their wish that the court appoints a liquidator in accordance with the following provisions, and that the said liquidator shall dissolve the joint ownership to Joint Results through an internal auction in the manner set out below. If the provisions below are applied due to a winding up procedure, then acquisitions and distributions shall be documented in a written instrument, which shall constitute a deed of corporate distribution, where applicable.

The Joint Ownership Act (1904:48) shall not apply to Joint Results. If the joint owners do not agree on management, such as the need to obtain or maintain Sole Rights or the forms for using the Joint Results, then the joint ownership of the

Results, or the portion of the Joint Results to which the disagreement refers, shall be dissolved by means of internal auction.

Any joint owner that wishes to dissolve the joint ownership shall give notice to the other joint owners to attend the sale at an internal auction. The notice shall be sent by registered mail to the joint owners' last known addresses with receipt acknowledgement. The auction shall be held at the Centre's place of business, no earlier than four weeks and no later than six weeks from the date that such request was received by the Parties. If the call to auction has been received by a joint owner, the auction can be carried out with legally binding effect for it, even if it does not attend the auction. The requesting joint owner shall ensure that – and defray the expense of – the auction is held by a member of the Swedish Bar Association. The auctioneer may not previously have assisted any of the joint owners. The joint owner or those joint owners that together offer the highest bid shall be the buyer of the other joint owners' shares at the given price. The purchase sum shall be paid within ten days of the concluded auction.

The bidding shall be made by entering the bids in sealed envelopes, to be opened by the auctioneer. Bids may only contain information about the bidding joint owner, and an offer of a one-time lump sum of a specific amount. If no joint owner submits any bids, the Joint Results shall be transferred to one of the joint owners by the drawing of lots unless otherwise agreed.

Should one Party acquire all shares in the auctioned Joint Results such Results shall instead constitute Separate Results. The transfer of portions of the auctioned Joint Results will not affect the Parties and Party's Group Companies rights to use the Joint Results pursuant to this Agreement, unless otherwise agreed between the Parties concerned.

13 USE OF PARTY'S NAME OR BRANDS

No Party may use the name or brands of another Party without prior consent. However, the Parties may use each other's names for reporting and information purposes. The Parties hereby grant VINNOVA the corresponding right to use their names.

14 CONFIDENTIALITY/SECRECY

14.1 Confidentiality with regard to a Party that is a public authority, or equivalent to a public authority as regards secrecy

In matters regarding a Party that is a public authority, or that as regards secrecy is to be deemed equivalent to a public authority according to Chapter 2, Section 4 of the Public Access to Information and Secrecy Act (2009:400), the provisions of said law shall apply.

The Parties do not have any obligation under this Agreement to provide any Confidential Information to a Party that is a public authority, or that as regards secrecy is deemed equivalent to a public authority, unless such Party may classify the information as secret according to the Public Access to Information and Secrecy Act (2009:400). No Party may provide such a Party with any Confidential Information that is owned by another Party as a result of this Agreement, unless the owning Party has given its prior written consent to such disclosure.

14.2 Confidentiality obligations for other Parties

No Party may disclose Confidential Information that it has received from another Party to a third party without first having obtained written permission from the owning Party.

It is incumbent upon a Party that has received Confidential Information to take reasonable actions to ensure that the Confidential Information is protected from unauthorised access. The recipient shall apply at least the same level of care as when protecting its own Confidential Information.

In order for verbal information to be deemed Confidential Information, such information shall be documented in writing in a summary which shall be forwarded to the recipient Party no later than within five working days of disclosure of the verbal information. The written summary shall clearly set out the confidential nature of the information referring to the confidentiality undertakings that shall apply according to this Agreement.

Confidential Information does not include information that the recipient was aware of when the Party communicated it and that was not subject to confidentiality undertakings. In the event of a dispute between the Parties regarding such

knowledge, the receiving Party shall bear the burden of proof regarding such prior knowledge.

Confidential Information shall not enjoy protection under this Agreement where such information has become available to the public other than by a violation of this Agreement.

The same shall apply to information that the receiving Party can show it has developed itself independently of the information provided or can show that it has received from a third party, without being bound by confidentiality undertakings in relation to such third party said Party.

The undertakings in this Section 14.2 shall apply as long as the disclosure or use of the Confidential Information is likely to lead to loss as regards competition to the Party providing the information.

15 TERM

This Agreement shall terminate at the conclusion of Phase 3.

Any funds provided by a Party to the Centre that have not been expended at the conclusion of Phase 3, shall be reimbursed to the Parties in proportion to the their fulfilled Cash Contributions. No reimbursement shall be made for the value of fulfilled Contributions in Kind. The provisions of Chapter 2, Section 13, paragraph 1 of the Act on Partnerships and Non-registered Partnerships (1980:1102) shall not apply.

The Parties agree that should a need to dissolve the joint ownership of Joint Results should arise in conjunction with the termination of this Agreement (winding up), the provisions of Section 12 above shall apply with priority over the provisions regarding winding up contained in the Act on Partnerships and Non-registered Partnerships (1980:1102). The Parties further agree that, when appropriate, assets may be distributed prior to the final payment of all known liabilities.

The final report on the Centre's business, which the University must prepare according to VINNOVA's financing terms and conditions, shall be remitted to all the other Parties for comments, and forwarded to the same in its final form.

16 PREMATURE RESIGNATION

All Parties may prematurely resign from this Agreement for any reason by giving six months notice of termination to the other Parties. It is incumbent upon the resigning Party to fulfil all its undertakings during the period of notice of termination; including but not limited to any economic undertakings accruing during the termination period.

Any Contributions in Kind that should have been fulfilled in part or in full prior to the resignation taking effect, shall instead be fulfilled through payment of the equivalent value in cash, unless otherwise decided by the Centre Board. Contributions in Kind that accrue for the time after the resignation, or that exceed the promised Contributions in Kind, shall not lead to a reduction of the Cash Contribution to be fulfilled by the resigning Party.

Parties may not demand that the Agreement be terminated in advance by invoking significant grounds under Chapter 2, Section 25 of the Act on Partnerships and Non-registered Partnerships (1980:1102), but may instead request premature resignation.

A special right to immediate resignation is set out in Section 10.2.

The Centre shall continue its operations with the remaining Parties notwithstanding the resignation of any one Party from this Agreement.

Any Party that prematurely resigns from this Agreement shall retain all rights to use Results that arose prior to the resignation, including the right to licence.

17 EXPULSION OF A PARTY

The General Meeting may by simple majority decide to expel a Party from the Agreement if the Party materially neglects its obligations under this Agreement, becomes insolvent, or stops its payments, or if any other significant grounds exist for the same.

The provisions of Section 16, paragraph 6 shall still apply to Parties that are expelled.

18 BANKRUPTCY OR WINDING UP OF A PARTY

Should a Party be declared bankrupt or be the object of a winding up procedure, the General Meeting of Parties may decide, by simple majority, to expel the Party and/or its bankrupt estate from this Agreement. The centre shall continue its business with the remaining Parties. The expelled Party's bankrupt estate may in some cases request redemption and demand security according to the provisions of Chapter 2, Section 30 of the Act on Partnerships and Non-registered Partnerships.

19 PREMATURE TERMINATION OF THIS AGREEMENT

The General Meeting may decide to prematurely terminate. The decision must be unanimous.

The provisions of Section 15, paragraph 3 above shall be applied correspondingly upon premature termination.

In addition thereto, the following shall apply:

The University is entitled to receive compensation from the other Parties for reasonable winding-up expenses. The Parties' obligation to compensate shall be divided in proportion to the agreed Cash Contribution of each Party. However, the right to compensation is void if the reason for the premature termination is attributable to a breach of this Agreement on behalf of the University. A Party's liability with regard to said compensation is always limited to the amount of the same Party's total Cash Contribution undertaking.

It is incumbent upon the Centre Board to set up a winding-up plan for the Centre before a decision can be made regarding premature termination.

20 PROHIBITION OF ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Except as provided by Section 11 above, a Party may not assign, pledge or in any similar way concede its rights under this Agreement to anyone other than a Group Company, unless the consent in writing of all the other Parties has been obtained. Nor may any Party place someone else in its stead without such consent.

21 BREACH OF AGREEMENT

Any Party that is in material breach of this Agreement shall, as soon as possible and no later than within 30 days of receiving notice of such breach, rectify its breach and fulfil its obligations, provided such fulfilment can reasonably be demanded.

Breach of agreement may only be invoked where notice of the breach (complaint) has been sent to the Party in breach within a reasonable time after the breach has come to the injured Party's knowledge or should have come to its knowledge. However, breach of agreement may always be invoked where the Party has committed the breach acting with gross negligence or contrary to good faith and honour.

Any Party that intentionally or by gross negligence causes loss to another Party through the breach of this Agreement shall compensate the loss. The loss shall be deemed to amount to SEK 100,000, unless the injured Party can show that the loss exceeds this amount or the Party in breach can show that the loss is less.

If several Parties have been affected jointly by the breach of this Agreement, then demands for fulfilment, rectification and compensation may be made jointly by the injured Parties, or by the Centre Board. Each injured Party is entitled to file a complaint on behalf of all other injured Parties. Each injured Party may present claims for damages.

Section 17 contains provisions on expulsion due to breach of agreement, etc.

22 SUBSEQUENT EFFECTS OF THIS AGREEMENT

The provisions of Sections 7.3, 11.3-6, 12, 13, 14, 21, 23 and 24 shall continue to apply for as long as they have practical meaning, notwithstanding the term of this Agreement having expired or been prematurely terminated. These provisions shall also continue to apply with regard to Parties that have prematurely resigned or have been expelled from the Agreement. Such Parties are also required to grant the other Parties continued to use of its Background pursuant to Section 11.2 during the remaining term of this Agreement.

23 OTHER PROVISIONS

23.1 Messages and Notification

Notices under this agreement shall be made in writing and sent via first class mail, fax or e-mail with receipt acknowledgement to the receiving Party's last known address. Notices owing to a Party's breach of agreement will be deemed executed even if they are delayed, corrupted or have not been received by the addressee, provided that the message has been sent in an appropriate manner. All other notices shall be effected at the risk of the sender.

23.2 Amendments and Additions

Any amendments of and additions to this Agreement shall be made as provided for by Section 5.1.

23.3 Interpretation of the Agreement

Should any provision of this Agreement or its appendices be considered obscure, the signed final consortium agreement for phase 2 shall be used as a basis for interpretation of the intention of the Parties and such interpretation shall be applied as a valid provision of this Agreement. Should any provision otherwise become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such cases, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

24 DISPUTE RESOLUTION

The Parties undertake to try to resolve disputes related to this Agreement through negotiations, and undertake not to initiate any legal proceedings without the consent of the opposing Party or Parties before having complied with the procedures set out below. Notwithstanding this, the Parties may apply for interim measures in order to prevent or limit loss.

If a conflict of opinion or dispute should occur that cannot be resolved within 10 working days by persons at an operative level of the Parties involved, an affected Party may make a call to the other Parties for negotiations to be initiated.

Negotiations will then be conducted between the Parties. Should a negotiated solution not be forthcoming within 20 working days (or within any other time frame that they have agreed upon in writing), each of the affected Parties may request that mediation be initiated.

Should the Parties involved not agree upon a mediator, then a mediator shall be appointed by the Mediation Institute of the Stockholm Chamber of Commerce. Said institute shall also administer the mediation. The WIPO Mediation Rules shall apply to the mediation. However, Sections 4–9, 13 and 14 as well as the provisions regarding mediation costs contained in the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, shall apply instead of Articles 3-8 and 21–23 of the WIPO Mediation Rules.

Should the mediation not lead to a solution within 60 working days from the date a mediator was appointed, or within the longer time frame agreed upon in writing by the Parties, then a Party may initiate legal proceedings. The Stockholm City Court (*Stockholms tingsrätt*) shall be the sole competent court to try any disputes with regard to this Agreement in the first instance.

All Parties shall continue to fulfil their obligations throughout the term of the Agreement, even if a Party considers that another Party has committed a breach of agreement, unless the Centre Board decides otherwise in order to avert the risk of loss.

This agreement shall be construed in accordance with and be governed by the laws of Sweden.

25 APPENDICES

The following appendices form an integral part of this Agreement:

Operational Plan including Research Programme and Communication Plan for Mobile Life VINN Excellence Centre – 2012-04-01 to 2015-03-31. Appendix 1

Limitation of the City of Stockholm's participation. Appendix 2

This Agreement shall enter into effect once it has been signed by all Parties, and VINNOVA has made a decision to contribute funds to the Centre. This Agreement has been drawn up as one original copy, which shall be kept by the University. The other parties and VINNOVA shall receive a certified copy of the Agreement.

[Place] [Date]

[Place] [Date]

STOCKHOLM UNIVERSITY

[Insert name]

[Insert name]

[Insert name]

[Insert name]