

SNOMED CT
Grant of License of the
Swedish National Release

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SNOMED CT® SWEDISH NATIONAL RELEASE AFFILIATE LICENCE

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SNOMED CT® SWEDISH NATIONAL RELEASE AFFILIATE LICENCE AGREEMENT

IMPORTANT NOTICE - PLEASE READ THE FOLLOWING CAREFULLY

This is a License Agreement between (1) The Swedish National Board of Health and Welfare (Sw: Socialstyrelsen) (the "Licensor") and (2) the person or organization to which the Swedish National Release of SNOMED CT) is distributed or otherwise made available (the "Licensee").

1. BACKGROUND INFORMATION

The Swedish National Release comprises the International Release of SNOMED CT together with the Swedish National Extensions (e.g. the Swedish translation of SNOMED CT) and the Swedish National Derivatives and other documents and software. The license terms for the Swedish National Extensions and Swedish National Derivatives are set out in this License Agreement. There is a separate license for the International Release of SNOMED CT.

By downloading, accessing or using any part of the Swedish National Release of SNOMED CT, or exercising any rights granted under this License Agreement, the Licensee agrees to be bound by the terms of this License Agreement and the SNOMED CT International Release Affiliate License. If the Licensor requires execution of a hard copy of this License Agreement by the Licensee, any facsimile or electronic copy of the document purporting to be signed (including by way of digital signature) for and on behalf of the Licensee will be considered valid, and binding on the Licensee.

2. DEFINITIONS

2.1 DEFINED TERMS

In this License Agreement, the following defined terms have the following meanings:

Affiliate, an affiliate of the Licensor in accordance with the Articles;

Articles, the IHTSDO Articles of Association (vedtægter);

Cross-Map, a work consisting of (i) SNOMED CT Content and (ii) content of another nomenclature, classification or knowledge structure, together with a set of relationships between (i) and (ii);

Derivative, a work consisting of (a) SNOMED CT Content, from the SNOMED CT Core or an Extension together with (b) either (i) additional properties and/or information about such SNOMED CT content; and/or (ii) any set of relationships between that SNOMED CT Content and content of other nomenclature, classification or knowledge structure, and includes Cross-Maps and Sub-Sets;

End User, a third party user of a Licensee Product;

Extension, a work consisting of SNOMED CT Content alone that is supplementary to the SNOMED CT Core and that depends on the SNOMED CT Core, e.g. the Swedish translation of SNOMED CT;

IHTSDO, International Health Terminology Standards Development Organization;

Intellectual Property Rights, patents, trade marks, service marks, copyright (including rights in computer software), moral rights, database rights, rights in designs, trade secrets, know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect in any jurisdiction;

International Release, the release produced and distributed by or on behalf of the IHTSDO, consisting of the SNOMED CT Core, the Specifications and the IHTSDO's Derivatives and other documents and software;

Licensee Products, products distributed or licensed by the Licensee that include or interoperate with the Swedish National Extensions, the Swedish National Derivatives, (or any part of them) and/or any Third Party Extensions or Derivatives that are not Standards-Based Third Party Extensions or Derivatives created by the Licensee under this License Agreement or products that read or write records or other data that is encoded using SNOMED CT;

Licensor Territory, the Kingdom of Sweden and all of its governmental facilities or offices, whether permanent or temporary and wherever located;

Member, a member of the IHTSDO;

Member Territory, a territory that is represented by a Member (other than the Licensor) (as published by the IHTSDO from time to time);

Namespace Identifier, a code or that part of a code that identifies the organization responsible for creating and maintaining a Standards-Based Extension or a Standards-Based Derivative and is used as an element of SNOMED CT Identifiers;

New Version, any new version of the Swedish National Extensions or Swedish National Derivatives;

Regulations, any requirements published by the IHTSDO or by the Licensor (in relation to the Swedish National Extensions and Swedish National Derivatives) made in accordance with the Articles;

Relationship, a relationship, of a kind defined by the IHTSDO in Specifications, between concepts (which may be, without limitation, a hierarchical or an associative relationship) or between a concept and a description;

SNOMED CT, the concept-based work of clinical nomenclature and classification with multiple hierarchies and semantic definitions known as SNOMED Clinical Terms (SNOMED CT);

SNOMED CT Content, terminological content, consisting of concepts, descriptions and Relationships, each of which is identified using a SNOMED CT Identifier;

SNOMED CT Core, the SNOMED CT Content that is controlled, maintained and distributed by the IHTSDO from time to time;

SNOMED CT Identifier, a code, of a kind defined by the IHTSDO in Specifications, for identifying concepts, descriptions and Relationships;

Specification, specifications promulgated by the IHTSDO for products and processing relating to SNOMED CT, including specifications of the internal logic of SNOMED CT, editorial policies, guidelines and characteristics;

Standard, a Specification that is formally adopted by the IHTSDO and the Licensor;

Standards-Based, in respect of an Extension or a Derivative, an Extension or Derivative the creation of which is the subject of one or more Standards;

Sub-Set, a sub-set of SNOMED CT Content that is grouped together for one or more purposes;

Swedish National Derivative, a work created or owned by the Licensor consisting of (a) SNOMED CT Content, from the Swedish National Extension; together with (b) either (i) additional properties and/or information about such SNOMED CT Content; and/or (ii) any set of relationships between that SNOMED CT Content and content of other nomenclature, classification or knowledge structure, and includes a Cross-Map and a Sub-Set;

Swedish National Extension, a work consisting of SNOMED CT Content that forms part of the Swedish National Release that is controlled, maintained and distributed by the Licensor from time to time for the Kingdom of Sweden;

Swedish National Release, the release produced and distributed by the Swedish National Board of Health and Welfare (Sw: Socialstyrelsen) consisting of the International Release, the Swedish National Extensions, the Swedish National Derivatives and other documents and software;

Third Party Derivative, a Derivative that is created or owned by the Licensee and is SNOMED CT Content supplementary to the Swedish National Extension and/or Swedish National Derivative;

Third Party Extension, an Extension that is created or owned by the Licensee and is SNOMED CT Content supplementary to the Swedish National Extension;

Update, Any maintenance releases, modifications or revisions (other than New Versions) that correct any releases of the Swedish National Extensions or Swedish National Derivatives or other documents or software forming part of the Swedish National Release.

3. GRANT OF LICENSE

3.1 The Licensor grants the Licensee, subject to the terms of this License Agreement, a perpetual (subject to revocation in accordance with clause 6), worldwide, non-exclusive, non-transferable license for the term of this License Agreement to:

- a) use, and permit the Licensee's officers, employees, agents and contractors to use, the Swedish National Extensions and Swedish National Derivatives and other documents and software forming part of the Swedish National Release;
- b) create Third Party Extensions from the Swedish National Extensions and use and modify any such Third Party Extensions subject to policies and procedures laid down by the Swedish National Board of Health and Welfare and the IHTSDO;
- c) create Third Party Derivatives from the Swedish National Extensions and from the Swedish National Derivatives and use and modify any such Third Party Derivatives subject to policies and procedures laid down by the Swedish National Board of Health and Welfare and the IHTSDO;
- d) incorporate the Swedish National Extensions and Swedish National Derivatives into Licensee Products, use and modify the Swedish National Extensions and Swedish National Derivatives in those Licensee Products only and distribute Licensee Products under a sub-license in accordance with clause e);
- e) subject to clause 6.10, grant sub-licenses of the Swedish National Extensions and Swedish National Derivatives and any non-Standards-Based Third Party Extensions (or part thereof) or non-Standards-Based Derivative to End Users to the extent necessary for the End Users to use the Licensee Products.

3.2 The Licensee may only use the Swedish National Extensions and Swedish National Derivatives and documents and software forming part of the Swedish National Release, and must ensure that its officers, employees, agents and contractors only use the Swedish National Extensions and Swedish National Derivatives and documents and software forming part of the Swedish National Release:

- a) for the Licensee's internal business purposes (including the creation by the Licensee of Third Party Extensions, Third Party Derivatives and other Licensee Products along with the licensing and distribution by the Licensee of the Licensee Products);
- b) in the development and operation of the Licensee's information systems;
- c) for the Licensee's research purposes; and/or
- d) in the Licensee's systems (including browsers and data analysis systems) made available to the general public for accessing and/or retrieving any part of the Swedish National Extensions and the Swedish National Derivatives and/or data encoded using the

foregoing, provided that users of those systems are not able to extract any substantial portion of SNOMED CT and provided further that no fee is charged for access to those systems except where access is incidental to the provision of training or consulting services.

- 3.3 The Licensee is only permitted under this License Agreement to create Third Party Extensions from the Swedish National Extensions and to create Third Party Derivatives from the Swedish National Extensions, Swedish National Derivatives and from those Third Party Extensions. The Licensee may only create a Third Party Extension from the Swedish National Extensions or a Third Party Derivative from the Swedish National Extensions and/or Swedish National Derivatives pursuant to the terms of this License Agreement.
- 3.4 The Licensee is not permitted to translate any part of the Swedish National Extensions and/or Swedish National Derivatives into any other human language without the prior written consent of the Licensor.
- 3.5 Each sub-license granted by the Licensee under clause 3.1.e) must:
- a) only grant the End User such rights as it needs for use of the Swedish National Extensions and Swedish National Derivatives but in any event not to license Standards-Based Third Party Extensions (or part thereof) or Standards-Based Third Party Derivatives and, in any event, not grant the End User any greater rights in respect of the Swedish National Extensions and Swedish National Derivatives than the Licensee itself has under this License Agreement;
 - b) not permit the End User to do any act or thing in respect of the Swedish National Extensions and Swedish National Derivatives that the Licensee is prohibited from doing under this License Agreement;
 - c) not permit the End User to sub-license or transfer any of its rights under the sub-license (unless the End User also is an Affiliate, in which case that Affiliate shall be entitled to sub-license further its rights under the sub-license with the Licensee, subject to the same restrictions as apply to sub-licensing the Swedish National Extensions and Swedish National Derivatives under the End User's license agreement with the Licensor);
 - d) terminate automatically upon termination of the License Agreement;
 - e) provide that the End User may apply directly to the Licensor upon receiving notice that the sub-license will terminate in accordance with clause d), and that the Licensor may in such circumstances (but shall not be obliged to):
 - i) grant the End User a license in respect of the Swedish National Extensions and Swedish National Derivatives for a limited period in order to enable the End User to continue to use the Licensee Products that are subject to the sub-license during that period; or
 - ii) give the End User an assurance or undertaking that for a limited period the Licensor will not seek to prevent the End User from using the Licensee Products; and

- f) permit the Licensee to disclose the terms of the sub-license to the Licensor in accordance with clause 9 and to permit the Licensor to disclose, any and all such license terms and relative information to the IHTSDO and any other person the Licensor considers has a "need to know" or where the Licensor is obliged by applicable laws to make disclosure of that information.
- 3.6 If the Licensee becomes aware of any material error or change or correction needed in the Swedish National Extensions or Swedish National Derivatives, the Licensee agrees to advise the Licensor promptly of such error, change or correction by following the Licensor's procedures for change notification that the Licensor prescribes by regulations and which the Licensor notifies to the Licensee from time to time.
- 3.7 The Licensee shall comply with the Internet security measures that the IHTSDO prescribes by regulations and which the Licensor or IHTSDO notifies to the Licensee from time to time.
- 3.8 The Licensor reserves the right to change the type and format of its machine-readable data in respect of the Swedish National Extensions or Swedish National Derivatives. The Licensor agrees to inform the Licensee of any changes to the type or format of the Swedish National Extensions or Swedish National Derivatives, except additions of entirely new data elements to the Swedish National Extensions or Swedish National Derivatives, at least 90 days before the Swedish National Extensions or Swedish National Derivatives containing the new type or format is distributed.
- 3.9 The Licensee shall comply with Licensor's regulations (SOSFS) for the use of SNOMED CT as from time to time amended and published on [www.socialstyrelsen.se/\[.....\]](http://www.socialstyrelsen.se/[.....]). The Licensee shall include the obligation to follow the regulations into any sub-license and end-user agreement.

4. EXTENSIONS AND DERIVATIVES

- 4.1 The Licensee may not create any Standards-Based Extension or any Standards-Based Derivative unless it first has been issued with a Namespace Identifier by or on behalf of the Licensor.
- 4.2 The Licensee may request that the Licensor issues it with a Namespace Identifier and the Licensor shall not unreasonably refuse to do so taking into account amongst other things quality assurance, governance processes, Standards and Regulations.
- 4.3 The Licensee shall ensure that all Standards-Based Extensions and Standards-Based Derivatives that the Licensee creates under this License Agreement are created in accordance with, and comply with, all applicable Standards (including, without limitation, as to the use of Namespace Identifiers).
- 4.4 Subject to clauses 4.5 and 4.6, the Licensee shall own all Intellectual Property Rights in all Third Party Extensions and Third Party Derivatives, whether Standards-Based or not, which the Licensee creates under this License Agreement. The Licensee may not assign or otherwise transfer the Intellectual Property Rights in any Standards-Based Extension or

Standards-Based Derivatives to any other person unless (i) that person has a Namespace Identifier; and (ii) the transfer is notified in writing to the Licensor and the IHTSDO within thirty (30) days after the transfer.

- 4.5 The Licensee shall, if requested by the Licensor, transfer to the Licensor or such other person as the Licensor may nominate (including the IHTSDO) all of its Intellectual Property Rights in any Standards-Based Third Party Extensions (or parts thereof) created by the Licensee as the Licensor may specify.
- 4.6 The Licensee shall, if requested by the Licensor and agreed by the Licensee in the Licensee's sole discretion, transfer to the Licensor or such other person as the Licensor may nominate (including the IHTSDO) all of its Intellectual Property Rights in such Standards-Based Third Party Derivatives created by the Licensee as the Licensor may specify.
- 4.7 Upon the transfer to the Licensor or other transferee nominated by the Licensor (including the IHTSDO), of the Intellectual Property Rights in any Standards-Based Third Party Extension (or part thereof) or Standards-Based Third Party Derivative in accordance with clauses 4.5 or 4.6:
- a) responsibility for the maintenance and distribution of that Third Party Extension (or part thereof) or Third Party Derivative shall also transfer from the Licensee to the Licensor or other transferee nominated by the Licensor (as the case may be);
 - b) the Licensor hereby grants a license back to the Licensee from the Licensor or will procure from the transferee nominated by the Licensor a license back to the Licensee (as the case may be) of that Third Party Extension (or part thereof) or Third Party Derivative, on the same terms as apply to the Swedish National Extensions and Swedish National Derivatives under clause 3 of this License Agreement, until that Third Party Extension (or part thereof) or Third Party Derivative becomes part of the Swedish National Release; and
 - c) in the case of any Standards-Based Third Party Extension, that SNOMED CT Content shall cease to be a Standards-Based Third Party Extension and shall become part of the Swedish National Extensions (if transferred to the Licensor) or the SNOMED CT Core (if transferred to the IHTSDO).
- 4.8 The Licensee unconditionally and irrevocably waives such moral rights as are conferred by the Swedish Copyright Act (1960:729) or other laws in force from time to time enacted in any part of the world conferring analogous rights in relation to any Standards-Based Third Party Extensions or Standards-Based Third Party Derivatives transferred pursuant to clauses 4.5 or 4.6.

5. MODIFICATIONS TO THE SWEDISH NATIONAL EXTENSIONS OR SWEDISH NATIONAL DERIVATIVES

- 5.1 Subject to any express and specific statement to the contrary in the documentation distributed as part of the Swedish National Extensions and/or Swedish National Derivatives, the Licensee may not modify any of the documentation or software (unless provided in source code form)

distributed as part of the Swedish National Extensions and/or Swedish National Derivatives.

- 5.2 The Licensee may, by written notice, request the Licensor to modify any of the Swedish National Extensions or Swedish National Derivatives. Upon receipt of such written notice, the Licensor shall consult with the Licensee and shall give due consideration as to whether the proposed modification should be made based on the Licensor's and the IHTSDO's editorial guidelines and policies. Following due consideration of the matter, including consideration of any information presented by the Licensee, the Licensor shall inform the Licensee whether the proposed modification shall be made and if the Licensor agrees that the proposed modification should be made, the Licensor shall give a non-binding indication of when, reasonably and in good faith, it anticipates that the proposed modification will be made. If the Licensee would like the content of the proposed modification to be developed more quickly than the Licensor has indicated, the Licensee may itself undertake or procure the undertaking of the development of the content of the proposed modification (outside of any existing Licensor's support services contract). On receipt of the developed content of the proposed modification, the Licensor will then give due consideration as to whether the developed content meets the Licensor's quality assurance, other governance processes and the Standards and Regulations. If the developed content meets the Licensor's quality assurance, other governance processes and the Standards and Regulations, then the Licensor shall incorporate the modification into the Swedish National Extensions or Swedish National Derivatives, as appropriate, according to its schedule which will give due consideration as to when the proposed modification shall be incorporated into the Swedish National Extensions or Swedish National Derivatives, taking into account other proposals for the modification of the Swedish National Extensions or Swedish National Derivatives and the work required to include the proposed modification in the Swedish National Extensions or Swedish National Derivatives.

6. TERM AND TERMINATION

- 6.1 This License Agreement shall commence on the date on which it comes into effect in accordance with the notice at the beginning of this License Agreement, and shall continue until terminated in accordance with this clause 6.
- 6.2 Either party may terminate this License Agreement if the other party commits a material breach of any of its obligations under this License Agreement in accordance with the following procedure:
- a) the party seeking to terminate the License Agreement (the "Terminating Party") shall serve an escalation notice (the "Escalation Notice") on the other party (the "Defaulting Party") requiring the Defaulting Party to nominate a member of its senior management team to meet with a member of the Terminating Party's senior management team to seek to resolve the matter in good faith giving rise to the service of the Escalation Notice;

- b) The representatives of the parties identified in accordance with clause a) shall meet in good faith to seek to resolve the matter. If they are unable to resolve the matter within forty five (45) days from the date of the Escalation Notice the Terminating Party may serve a formal breach notice (the "Breach Notice") on the Defaulting Party requiring it to remedy the breach within 90 days;
 - c) If the Defaulting Party does not remedy the breach within ninety (90), days from the date of the Breach Notice the Terminating Party may terminate the License Agreement by giving 180 days written notice to the Defaulting Party (the "Termination Notice").
- 6.3 The Licensor may not terminate this License Agreement except in accordance with clause 6.2.
- 6.4 The Licensee may terminate this License Agreement at any time by giving not less than 90 days' notice in writing to the Licensor.
- 6.5 The Licensee may terminate this License Agreement by giving up to twelve (12) months' prior written notice to the Licensor at any time between the Licensor giving notice of a variation under clause 7.3 and that variation becoming effective in accordance with clause 7.3 except that, if notice has been given under the equivalent clause in the Licensee's Affiliate license for the International Release, this License Agreement shall terminate at the same time as the license for the International Release.
- 6.6 This License Agreement shall automatically terminate upon the Licensee ceasing to be an Affiliate.
- 6.7 Upon termination of this License Agreement in accordance with this clause 6, all licenses granted under this License Agreement shall automatically and immediately be revoked.
- 6.8 The Licensee shall, by no later than forty five (45) days after termination of this License Agreement for any reason, remove all copies of the Swedish National Extensions and Swedish National Derivatives (and any Standards-Based Third Party Extension or Standards-Based Derivative licensed to the Licensee pursuant to clause 4.7.b) above) from its computer systems and destroy all copies of electronic, paper copies and other media containing or representing any part of them (including, without limitation, any documents or software provided as part of the Swedish National Release). The Licensee shall, if requested by the Licensor, certify in writing to the Licensor that the Licensee has complied with its obligations under this clause 6.5.
- 6.9 The Licensee shall, as soon as reasonably practicable following either party giving a Termination Notice under clause 6.2 or any other notice of termination under this License Agreement for any reason, and in any event by no later than ninety (90) days after such notice is given, give written notice of such termination to each End User that the Licensee reasonably believes to be a current user of a Licensee Product.
- 6.10 The Licensee may not grant any new sub-license under clause 3.1 e) after either party has given notice under clauses 6.2 or 6.5.
- 6.11 The Licensor and the IHTSDO shall be entitled to publicize the termination of this License Agreement to such persons (including Members, other

Affiliates of the Licensor and End Users) and in such manner as it finds suitable.

- 6.12 Clauses 6.8, 6.9, 6.10, 6.11, and 8 to 15 inclusive shall survive termination of this License Agreement.

7. NEW VERSIONS AND CHANGES TO LICENSE TERMS

- 7.1 The Licensor shall notify the Licensee when any new version of the Swedish National Extensions and/or the Swedish National Derivatives is made available and there shall be a mechanism for licensees (including the Licensee) to access or obtain copies of the new version of the Swedish National Extensions and/or the Swedish National Derivatives. The Licensee shall be liable for any reasonable distribution charge, if applicable, established by the Licensor for each copy of the new version of the Swedish National Extensions and/or Swedish National Derivatives.

- 7.2 Upon receipt of a notification that an Update or within one hundred and eighty (180) days that a New Version is available, the Licensee shall promptly incorporate the Update or New Version, as appropriate, within the latest version of the relevant Swedish National Extensions and/or Swedish National Derivatives, and Licensee Products that the Licensee has, or replace that version with the New Version.

- 7.3 The Licensor may vary the terms of this License Agreement by giving written notice to the Licensee. Any such variation shall take effect not less than ninety (90) days after the notice is given, as specified in the notice. If the Licensee does not wish this License Agreement to continue subject to the variation, the Licensee may terminate this License Agreement in accordance with clause 6.5, and if the Licensee does so then the variation shall not take effect.

8. LICENSE FEES

- 8.1 At the commencement of this License Agreement, no license fees charges, usages fees or royalties are payable in respect of the Swedish National Extensions and Swedish National Derivatives.

- 8.2 The Licensor may by virtue of clause 7.3, amend this License Agreement so that license fees, charges, usage fees and/or royalties are payable in respect of the Swedish National Extensions and Swedish National Derivatives and provide for payment of interest in case of default.

9. PROTECTION OF THE LICENSOR'S AND THE IHTSDO'S INTELLECTUAL PROPERTY

- 9.1 Nothing in this License Agreement transfers to the Licensee any right, title or interest in or to the Intellectual Property Rights in the Swedish National Extensions and Swedish National Derivatives or any part of it, except as expressly set out in clause 3.

- 9.2 The Licensee shall not:

- a) use any trademark or service mark (or any registrations thereof) other than the Licensor's trademarks, in any name that includes the word

"SNOMED" or that is confusingly similar to SNOMED CT or any other similar trademark;

- b) apply for any trade mark or service mark (or any registrations thereof) in any name that includes the word "SNOMED", or that is confusingly similar to SNOMED, SNOMED CT or any other similar trade mark;
- c) abbreviate the marks SNOMED or SNOMED CT; or
- d) do anything with respect to the foregoing trade marks that damages or could reasonably be deemed to reflect adversely on the IHTSDO or the Licensor or such trade marks.

9.3 The Licensee shall:

- a) include the following notice on all media on which the Licensee Products are distributed and on the documentary form of each sub-license granted by the Licensee under clause 3.1.e):

"This material includes SNOMED Clinical Terms® (SNOMED CT®) which is used by permission of the International Health Terminology Standards Development Organisation (IHTSDO). All rights reserved. SNOMED CT®, was originally created by The College of American Pathologists. "SNOMED" and "SNOMED CT" are registered trademarks of the IHTSDO."

- b) specify in all media on which the Licensee Products are distributed the release name and date of the Swedish National Extensions and Swedish National Derivatives contained in the Licensee Product.

9.4 The Licensee acknowledges and agrees that Cross Maps may comprise data in relation to the Swedish National Extensions and/or Swedish National Derivatives. Provided that the Licensor has entered into and continues to have in place such licenses, the Licensor grants the Licensee a perpetual, worldwide, non-transferable license for the term of this License Agreement to create and use Cross Maps containing data from the Swedish National Extensions and/or Swedish National Derivatives.

9.5 The Licensee shall be entitled to use the "SNOMED" and "SNOMED CT" trade marks only on the Licensee Products distributed and modified in accordance with this License Agreement and any services relating thereto but not otherwise and subject to the trade mark utilization regulation developed by the IHTSDO and published by the IHTSDO from time to time. All use by the Licensee of the "SNOMED" and "SNOMED CT" trade marks, and all goodwill resulting from that use, shall inure to the IHTSDO's benefit. The Licensee shall maintain quality standards with respect to modifying, supplementing, marketing and distributing the Licensee Products, and any services relating thereto, that are in accordance with applicable law and are at least as stringent as the Regulations developed by the IHTSDO and published by the IHTSDO from time to time.

9.6 Upon reasonable written notice from the Licensor, the Licensee shall provide the Licensor with representative samples of materials, software products, advertising, agreements for use of the Licensee Products (other than the terms of those agreements that are unrelated to the Licensor's rights and obligations under this License Agreement) and/or other written materials relating to the Licensee's use of the Swedish National Extensions and Swedish National Derivatives and any documents or software forming

part of the Swedish National Release to enable the Licensor reasonably to ascertain the Licensee's compliance with its obligations under this License Agreement. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this clause 9.6 more frequently than once a year.

- 9.7 If any use of the Swedish National Extensions and Swedish National Derivatives and any documents or software forming part of the Swedish National Release (including without limitation use through a Licensee Product) is reasonably determined by the Licensor to be below the standards of quality required under this License Agreement, the Licensor shall notify the Licensee of such deficiency in writing. Upon receipt of such notice, the Licensee shall take all necessary steps to correct such deficiency (including such steps as the Licensor may reasonably specify).
- 9.8 The Licensee shall maintain a complete, accurate and up-to-date register of all sub-licenses granted by the Licensee under clause 3.1e), and shall make that register available for inspection during normal business hours by the Licensor and its representatives upon the Licensor giving not less than fourteen (14) days' prior written notice. The register maintained by the Licensee under this clause 9.8 shall, at a minimum, contain the following information in respect of each sub-license: the name and registered office of the sub-licensee; the Licensee Product subject to the sub-license; and the version of any Swedish National Extensions and Swedish National Derivatives included in that Licensee Product. In the absence of circumstances giving the Licensor reasonable grounds to suspect a breach of this License Agreement, the Licensor may not give notice under this clause 9.8 more frequently than once a year.

10. AFFILIATE STATUS AND LICENSEE OBLIGATIONS

- 10.1 During the term of this License Agreement the Licensee shall be an Affiliate.
- 10.2 The Licensee:
- a) will give notice to the Licensor of any intention to use or otherwise exploit its rights under this License Agreement in respect of a Member Territory or in respect of a geographical area other than the Licensor Territory or another Member Territory before exercising such rights;
 - b) will comply with any Regulations published from time to time as it effects the license granted to the Licensee under this License Agreement; and
 - c) shall not, without the prior written consent of the Licensor create, attempt to create, or distribute any material which includes any Namespace Identifiers for the Swedish National Extensions or Swedish National Derivatives other than those present in the Swedish National Extensions or Swedish National Derivatives as made available to the Licensee by the Licensor.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 To the fullest extent permitted by statute or law, the Licensor excludes all representations, warranties and conditions that would otherwise be implied by law in this License Agreement (including, without limitation, all implied warranties of merchantability or fitness for a particular purpose). Where the Licensor is not able to exclude such a warranty or condition, the Licensor limits, to the extent permitted by statute or law, its liability for a breach of that warranty or condition to one or more of the following at its option: (i) in the case of goods, any one or the following: the replacement of goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; the payment of the cost of having the goods repaired; and (ii) in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.
- 11.2 Without limiting clause 11.1, the Licensor does not represent or warrant that the Swedish National Extensions or Swedish National Derivatives or any part of them will satisfy any of the Licensee's requirements, operate in combinations selected by the Licensee or be free from defects or errors.

12. LIMITATION OF LIABILITY

- 12.1 The Licensor shall not be liable to the Licensee or to any other person, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, for any of the following arising under or in connection with this License Agreement (including, without limitation, in respect of the Licensee's use of or inability to use the Swedish National Extensions (or any part of them) and/or the Swedish National Derivatives or any documents or software forming part of the Swedish National Release):
- a) indirect or consequential loss;
 - b) special or punitive damages;
 - c) loss of profits, loss of savings and loss of revenue;
 - d) loss of business, loss of reputation and loss of goodwill; and
 - e) loss of data.

- 12.2 Neither the Licensor, the IHTSDO nor any Member or other third party transferee shall be liable to the Licensee or any other person for any failure by the Licensor, the IHTSDO, Member or other third party transferee (as the case may be) to maintain or distribute any Standards-Based Third Party Extension (or part thereof) or Standards-Based Derivative transferred to the Licensor, the IHTSDO, Member or other third party transferee (as the case may be) in accordance with clauses 4.5 or 4.6.
- 12.3 The liability of the Licensor arising in any year under or in connection with this License Agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed an aggregate sum of SEK 5 000 in respect of a year.
- 12.4 Nothing in this License Agreement excludes or limits the liability of either party for:
- a) fraud (including fraudulent misrepresentation);
 - b) death or personal injury caused by the negligence of that party;
 - c) any other liability that by law cannot validly be excluded or limited (but only to the extent that the liability cannot validly be excluded or limited).

13. ASSIGNMENT AND LICENSOR REPLACEMENT

- 13.1 The Licensee may not assign, novate or otherwise transfer any of its rights or obligations under this License Agreement to any person without the prior written consent of the Licensor not to be unreasonably withheld.
- 13.2 The Licensor may transfer or novate all of its rights and obligations under this License Agreement to any person to whom the Licensor transfers the Intellectual Property Rights in respect of which the licenses under this License Agreement are granted whether by way of transfer or novation to:
- a) a person that is to replace the Licensor as a Member of the IHTSDO;
or
 - b) a successor organization or body of the Licensor (with the consent of the IHTSDO).

14. GENERAL PROVISIONS

- 14.1 This License Agreement contains the entire agreement between the parties relating to the subject matter of this License Agreement, supersedes all previous agreements between the parties relating to that subject matter and sets out the entirety of the Licensee's rights in respect of the Swedish National Extensions and Swedish National Derivatives and any documents or software forming part of the Swedish National Release.
- 14.2 Each party acknowledges that, in entering into this License Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of the other party before the date of this License Agreement.
- 14.3 Except as provided in clause 7.3, this License Agreement may not be varied except in writing signed by both parties and expressed to vary this License Agreement.
- 14.4 Nothing in this License Agreement shall give either party the ability to act or incur obligations or liability on behalf of the other party or constitutes a joint venture, agency, partnership or employment relationship between the parties.
- 14.5 If any term of this License Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this License Agreement, or the legality, validity or enforceability in any other jurisdiction of that or any other term of this License Agreement.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This License Agreement shall be governed by, and construed in accordance with, Swedish law.
- 15.2 The Swedish courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this License Agreement (including a dispute regarding its existence, validity or termination).
- 15.3 Clause 15.2 is for the benefit of the Licensor only. As a result, the Licensor shall not be prevented from taking proceedings relating to any dispute in any other court with jurisdiction. To the extent permitted by law, the Licensor may take concurrent proceedings in any number of jurisdictions.
- 15.4 The Licensee agrees that the Licensor may appoint third parties to process personal data provided by the Licensee to the Licensor under or in connection with this License Agreement (including without limitation payment details provided in connection with the payment of License Fees). In connection with any such appointment, personal data provided by the Licensee may be transferred to, and processed in, a country outside the European Economic Area (EEA). The laws governing the processing of personal data may be less stringent in such a country than in the member countries of the EEA.