

AGREEMENT REGARDING INTRA-GROUP TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

This Agreement effective as of 2013-04-29 by and between Axis AB (publ) ("Axis") a company duly organized and existing under the laws of Sweden, having its registered office at Emdalavägen 14, 223 69 Lund, Sweden and Axis Communications AB ("ACAB"), a company duly organized and existing under the laws of Sweden, having its registered office at Emdalavägen 14, 223 69 Lund, Sweden.

1. Scope of Agreement

- 1.1 Axis has commissioned ACAB, being a wholly owned, directly or indirectly, subsidiary of Axis, to be responsible for the development of Intellectual Property Rights (as defined below) in the Axis group of companies. For strategic reasons, the parties have agreed that all Intellectual Property Rights, both existing and futurewise as they appear, which are generated within the group, shall be held by Axis, being the ultimate parent company and that any patent application, trademark registration or other protection of Intellectual Property Rights shall, at Axis' sole discretion, be filed by Axis or by ACAB on behalf of Axis. This Agreement sets forth (i) the terms and conditions under which ACAB will transfer any such Intellectual Property Rights to Axis, and (ii) the terms and conditions under which Axis will grant a license thereto to ACAB.
- 1.2 For the purpose of this Agreement, "Intellectual Property Rights" shall mean patents, design rights and trademarks, including applications for any of the foregoing, in each case whether registered or unregistered and including the right to apply for registration of the same, wherever subsisting in the world and such other similar protected rights in any country and any licenses under or in respect of such rights and including the exclusive right to do and to authorize others to do any and all acts in relation to such rights throughout the world including the right to claim damages for conversion in respect of any infringing works.

2. Transfer of Intellectual Property Rights

- 2.1 Any and all Intellectual Property Rights resulting from research and development work made by, or on behalf of, ACAB, or as otherwise generated by or on behalf of ACAB shall automatically vest with Axis, as they appear. ACAB undertakes to sign any document and provide any other assistance that Axis may reasonably require for any registration of Intellectual Property Rights and in order for Axis to enforce its rights in and to the Intellectual Property Rights. ACAB further undertakes to ensure that its employees or consultants duly assign all of their rights in any Intellectual Property Rights developed within the scope of their

employment or assignment as applicable. If and to the extent requested by Axis, ACAB shall also provide necessary assistance in the preparation, filing, prosecution and maintenance of Intellectual Property Rights.

3. Compensation

- 3.1 Axis shall compensate ACAB for all Intellectual Property Rights transferred at the book value for such rights and by granting the license set out in section 4 below to ACAB.

4. Grant of License

- 4.1 Axis hereby grants ACAB an exclusive, perpetual, worldwide, sub-licensable, transferable, royalty-free, fully paid-up right and license to use and exploit the Intellectual Property Rights in any field. ACAB may, in its own name, grant sublicenses under the license granted herein.

5. Term and termination

- 5.1 This agreement shall enter in force at the date written above and supersedes and replaces the parties' previous agreement regarding transfer of patentable inventions dated 20 November 2009. This agreement shall remain in force until terminated jointly by the parties.

6. Disputes and Governing Law

- 6.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.
- 6.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be in Swedish. The place of arbitration shall be Malmö.

This agreement has been executed in two originals of which the parties have taken one each.

Signed by 
for and behalf of Axis AB (publ)

Ray Mauritsson, President & CEO

Signed by 
for and behalf of Axis Communications AB

Ray Mauritsson, President & CEO