

Software End User License Agreement

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TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN DESIGNTech SOLUTIONS AB ("DESIGNTech") AND THE CUSTOMER STATING THE TERMS THAT GOVERNS THE END USER'S USE OF THE DESIGNTech PRODUCTS ("LICENSED SOFTWARE"). THIS AGREEMENT, TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, SOFTWARE LICENSES, AND ALL OF DESIGNTech'S RULES AND POLICIES, COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN THE CUSTOMER AND DESIGNTech. BY INSTALLING THE LICENSED SOFTWARE(S) THE CUSTOMER AGREES TO THESE TERMS. IF THE CUSTOMER DOES NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE ANY OF THE DESIGNTech PRODUCTS. THE CUSTOMER MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED IN THIS SOFTWARE END USER LICENSE AGREEMENT. CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND DESIGNTech MAY REFUSE ACCESS TO THE LICENSED SOFTWARE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

Grant of License for Authorized Users

Subject to the terms and conditions of this Software End User License Agreement (the "EULA") and the payment of all applicable license fees as expressly set forth in the Sales Agreement, Designtech Solutions AB ("Designtech") grants to the Customer a limited, non-exclusive and non-transferable license to install and/or use, depending on in which form the Designtech Product is delivered to the Customer, for internal purposes only, the software programs with which this license is distributed (the "Licensed Software"), including any printed documentation or documentation files accompanying the Software (the "Documentation"), on a single server (if the Software is server based) which may be accessed only by the number of users licensed by Designtech, or a single personal computer (if the Software is PC based) (the "License").

One (1) License for the Software may not be shared for use on different computers, by other End Users or Third Party. If a serial number, password, license key or other security device is provided to the Customer and/or End User for use with the Software, the Customer and/or End User may not share or transfer such security device with or to any other user of the Software or any other third party. Any other use of the Software by any third party, except as provided in this EULA, is strictly forbidden and is a breach of this EULA.

Any maintenance of the Software (i.e. support and upgrades), will be provided in accordance with a separate Maintenance Agreement entered into between the Customer and either Designtech or any of Designtech's Authorized Partners.

Designtech may, at any time upon reasonable advance notice, conduct an audit at the Customer's premises to ascertain whether the Customer and its End User's use of the Software is in compliance with the provisions of this EULA. The Customer shall assist Designtech in the conduct of such audit and shall grant Designtech access to the Customer's premises and computer equipment. In the event that such audit reveals any use of the Software by the Customer and/or individual End User's other than in full compliance with this EULA and/or any other agreement between Designtech and the Customer, the Customer shall reimburse Designtech for all reasonable costs and expenses related to such audit in addition to any other liabilities the Customer may incur as a result of such non-compliance.

SCOPE OF LICENSE

The Customer and/or End Users may not rent, lease, lend, sell, redistribute or sublicense the Licensed Software. The Customer and/or End Users may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Software, any updates, or any part thereof (except as and only to the extent any

foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Software). Any attempt to do so is a violation of the rights of Designtech and its licensors. If the Customer and/or End User breach this restriction, The Customer may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Designtech that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights and other rights, including without limitation design rights, trademarks, copyright, trade secrets and know-how, relating to the Designtech Products shall at all times be the exclusive property of Designtech and its affiliates or its licensors, and all use of Designtech's intellectual property rights shall accrue to the benefit of Designtech and its affiliates. The Customer and/or End User will not challenge Designtech's and its affiliates' title to such intellectual property, including, without limitation, the Trademarks, oppose any registration thereof, or challenge the validity of this Agreement or the license granted herein. Furthermore, the Customer and/or the End User will not register, nor attempt to register, any trade name, trademark, service mark or design which, in whole or in part, incorporates or is confusingly similar to the Trademarks.

Nothing contained in this Agreement shall constitute or be construed as a transfer of ownership of any of the intellectual property rights of Designtech or its affiliates or licensors or to otherwise give the Customer and/or End User any proprietary rights to the Designtech Products or any of the intellectual property rights of Designtech or its affiliates or licensors. The Customer will have no right, title or interest in the Designtech Products except as expressly set forth in this Agreement.

Consent to Use of Data

The Customer agrees that Designtech may collect and use technical data and related information, including but not limited to technical information about the Customer's and/or End User's device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the Customer and/or End User (if any) related to the Licensed Application. Designtech may use this information, as long as it is in a form that does not personally identify the Customer and/or End User, to improve its products or to provide services or technologies to the same.

TERMINATION

The license is effective until terminated by the Customer or Designtech. The Customer's rights under this license will terminate automatically without notice from Designtech if the Customer fail to comply with any term(s) of this license. Upon termination of the license, the Customer shall cease all use of the Licensed Software, and destroy all copies, full or partial, of the Licensed Software.

Services;

Third Party Materials. The Licensed Application may enable access to Designtech's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that the Customer accept additional terms of service.

The Customer understand that by using any of the Services, the Customer and/or End User may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, the Customer agree to use the Services at its sole risk and that Designtech shall not have any liability to the Customer and/or End User for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the

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The Customer and/or End User agrees that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that the Customer and/or End User will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. The Customer and/or End User agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and the Customer and/or End User shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. The Customer and/or End User further agrees not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Designtech is not in any way responsible for any such use by the Customer and/or End User, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that the Customer and/or End User may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or iPod touch are not available in all languages or in all countries. Designtech makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent the Customer and/or End User choose to access such Services or Materials, it is do so at the Customer's and/or End User's own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Designtech, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Designtech be liable for the removal of or disabling of access to any such Services. Designtech may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

NO WARRANTY:

THE CUSTOMER EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED SOFTWARE IS AT THE CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED SOFTWARE ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DESIGNTech HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. DESIGNTech DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED SOFTWARE, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY

DESIGNTECH OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, THE CUSTOMER ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL DESIGNTECH BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF DESIGNTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Designtech's total liability to the Customer for all damages (other than as may be required by applicable law in cases involving personal injury) cover only reimbursement for direct losses and is per incident limited to 35 times the then current statutory base amount pursuant to the Swedish National Insurance Act (1962:381). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

i. The laws of Sweden, shall govern this EULA and the Customer's and the End User's use of the Licensed Software. The Customer's and the End User's use of the Licensed Software may also be subject to other local, state, national, or international laws.

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All other marks and names mentioned herein may be trademarks of their respective companies.

Please direct any questions or comments to Designtech, using our Contact Us page.

Privacy Policy.

Designtech value the Customer's and End User's privacy and is dedicated to protect information about the Customer and End User. Designtech will log the usage by the Customer and End User's of the Designtech Product(s) in accordance with the Section "Consent to Use of Data" above, in addition, the Customer's and End User's privacy will be respected.

Designtech reserves the right to email the Customer and End Users, when the Designtech Product is delivered as a Software as a Service (SaaS), with technically related, product related, and marketing related information. Each individual End User has the possibility to opt-in/opt-out, this is done by sending an email to info@designtech.se with the subject line "Opt-out" in the email. Once one has opted out from receiving

marketing and promotional materials, Designtech will not send any additional materials other than those required by Designtech's service agreement with the Customer.

Personally Identifiable Information.

When the Customer register an End User to the Licensed Software, the Customer must complete a registration form that requires the Customer to provide Personal Information (including, without limitation, the End User's name and email address).

Announcement Email Information.

From time to time Designtech provide information about its products to the Customer and/or End Users in the form of email. Announcement Emails will be emailed directly to the address that the Customer and/or End User provides when registering, or in the event where the registration has been done by an administrator. The individual End User can opt-out by sending a email to info@designtech.se with subject line as "Opt-out" in the email.

Designtech may place email links and/or forms on Designtech's Website to allow the Customer and/or End User to contact Designtech directly. The Personal Information provided in these links and forms is used to respond directly to the questions or comments. Designtech may also file the comments to improve the quality of the website, products, or process, or review and discard the Personal Information. All information, other than the Personal Information that is sent to Designtech using these email links or forms, will not be considered or treated as confidential information. Do not send Designtech any information, ideas, suggestions, proposals, or comments that you consider confidential or that you want to be treated as confidential.

Use of Your Personally Identifiable Information.

Designtech use Personal Information to respond to the Customer's and/or End User's inquiries, improve Designtech's marketing and promotional efforts, to analyze Licensed Software and service offers, and to customize services and Licensed Software(s). Designtech may use Personal Information to deliver information to the Customer and/or End User and to contact the same regarding administrative notices. Designtech may also use Personal Information to resolve disputes and troubleshoot problems.

Designtech may use additional information not considered Personally Identifiable to analyze and improve troubleshooting techniques and responses, and to improve the value of Licensed Software(s) and services provided by Designtech or third parties.

If the email address provided to Designtech is an email address that the Customer and/or End User access via a wireless device, the Customer and/or End User understand that the wireless carrier's standard rates apply to these messages, and that the Customer and/or End User may elect to not receive such messages. The Customer and/or End User has the right to opt-out from such messages using our opt-out policy, see separate Section below. The Customer and/or End User also represent that the wireless device is used by its owner or authorized user, on which the messages may be received, and that the Customer and/or End User understand and are authorized to approve the applicable charges.

Required Disclosures.

Designtech may disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to prevent injury or property damage. Designtech will usually attempt to notify the Customer and/or End User when Designtech is making such a disclosure, but Designtech may not do so in an emergency or when Designtech is prohibited by law or court order from giving such notice.

Information Sharing and Third Party Service Partners.

Designtech does not rent, sell, or share personal information about the Customer and/or End User with other people or non-affiliated companies without the Customer's and/or End User's prior consent or unless Designtech has a good faith belief that access, use, preservation, or disclosure is reasonably necessary to (a) satisfy any law, regulation, legal process or enforceable governmental request, (b) enforce any applicable Terms of Service (including investigation of potential violations thereof), or (c) detect, prevent or otherwise address fraud, security, or technical issues.

Designtech may provide services for the Licensed Application through contractual arrangements with affiliates, service providers, partners and other third parties ("Service Partners"). Designtech and its Service Partners use Personal Information to operate and deliver their products and services. Unless otherwise agreed by the Customer and/or End User in a separate agreement, Designtech's Service Partners may not use any Personal Information to inform the Customer and/or End User of other products or services available from those Service Providers.

If Designtech becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, Designtech will ensure the confidentiality of any Personal Information involved in such transactions and provide reasonable notice before Personal Information is transferred and becomes subject to a different privacy policy. Such notice may be given by a clear and concise statement on Designtech's website or in a subsequent update to the Licensed Software that there has been an update to this Privacy Policy.

Opt-Out Policy.

Designtech allows the Customer and/or End User to opt out of Designtech's use of the Customer's and/or End User's Personal Information for purposes other than the purpose for which it was provided. This includes, by way of example, marketing and promotional mailings relating to Designtech products and services. In order to opt-out, send an email to info@designtech.se with subject line as "Opt-out" in the email. Once Designtech has received the opt-out email from receiving marketing and promotional materials, Designtech will not send any additional materials other than those required by Designtech's service agreement with the Customer.

Access and Integrity of Stored Personal Information.

The Personal Information the Customer and/or End User provide to Designtech during registration of the Licensed Software is shown directly in the Licensed Software's settings. The Customer and/or End User can help Designtech maintain the accuracy of such information by updating the Licensed Software settings any time the Customer's and/or End User's Personal Information changes. In the event where the Customer and/or End User wish to actively delete the Personal Information that has been provided to Designtech, subject to the Customer's and/or End User's understanding that certain deletions may affect Designtech's ability to provide the Designtech services the Customer and/or End User has requested, please contact Designtech.

Links.

The Licensed Software may include links to other applications or sites. This Privacy Policy applies to the Licensed Software only. Any information submitted to linked sites or other applications will be subject to the privacy policies of those sites or applications, if any. The Customer and/or End User should review those policies carefully before providing any information to these linked sites or applications.

Security.

Designtech undertakes practical and reasonable steps to protect Personal Information from unauthorized or accidental access, disclosure, misuse or processing, or from alteration, destruction, or loss. Personal Information that Designtech collect resides on servers operated by Designtech or its affiliates and is accessible only to personnel who, by virtue of their duties, are required to have access and have been trained in, and tasked with, the observance of the principles embodied in this Privacy Policy.

Enforcement.

If the Customer and/or End User has any questions or complaints regarding how Designtech is handling Personal Information under this Policy or generally about the implementation of the principles of this policy, Designtech encourage the Customer and/or End User to contact Designtech directly.

Changes to Privacy Policy.

Should Designtech decide to change this Privacy Policy, Designtech will update it with the release or update of the Licensed Software so that the Customer and/or End User will always know what Personal Information Designtech gather, how Designtech might use it, and whether Designtech will disclose it to anyone. Unless the Customer and/or End User opt out of receiving Announcement Emails from Designtech, as possible in the manner described herein, Designtech may also notify the Customer by email of changes to this Privacy Policy.

Contact information

Questions regarding this document can be referred to the Designtech Sales Department:

Office: +46 920-37730

Fax: +46 920-75010

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