

**IMPORTANT-READ CAREFULLY:** This End User License Agreement (this "**EULA**") contains the terms and conditions regarding your use of the SOFTWARE (as defined below). This EULA contains material limitations to your rights in that regard. You should read this EULA carefully and treat it as valuable property.

## **I. THIS EULA.**

1. **Software Covered by this EULA.** This EULA governs your use of the Jaervsoft ("JS") software product(s) enclosed or otherwise accompanied herewith (individually and collectively, the "**SOFTWARE**"). The term "**SOFTWARE**" includes, to the extent provided by JS: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the **SOFTWARE**; and 4) any associated media, documentation (including physical, electronic and on-line) and printed materials (the "**Documentation**").

2. **This EULA is a Legally Binding Agreement Between You and JS.** If you are acting as an agent of a company or another legal person, such as an officer or other employee acting for your employer, then "you" and "your" mean your principal, the entity or other legal person for whom you are acting. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of Swedish or international laws, such as copyright infringement.

This EULA is a legally binding agreement between you and JS. You intend to be legally bound to this EULA to the same extent as if JS and you physically signed this EULA. By installing, copying, or otherwise using the **SOFTWARE**, you agree to be bound by the terms and conditions contained in this EULA. If you do not agree to all of the terms and conditions contained in this EULA, you may not install or use the **SOFTWARE**. If, for whatever reason, installation has begun or has been completed, you should cancel installation or un-install the **SOFTWARE**, as the case may be. (You may click on the "exit" button or its equivalent to immediately abort installation.)

## **II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE.**

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the **SOFTWARE** to develop other software products (the "Development License"); and 2) a license to use and/or distribute the Developed Software (the "Distribution License"). Both of these licenses (individually and collectively, the "Licenses") are explained and defined in more detail below.

1. **Definitions.** The following terms have the respective meanings as used in this EULA:

"**Developed Software**" means those computer software products that are developed by or through the use of the **SOFTWARE**. "**Redistributable Files**" means the **SOFTWARE** files or other portions of the **SOFTWARE** that are provided by JS and are identified as such in the Documentation for distribution by you with the Developed Software.

**"Developer"** means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.

**"Developer Seat License"** means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate End User License.

**"Source Code"** shall mean computer software code or programs in human readable format, such as a printed listing of such a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development effort of the SOFTWARE, such as flow charts, pseudo code and program notes.

**2. Your Development License.** You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, develop, and test Developed Software, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a Developer Seat License basis.

The Developer Seat License means that you may perform a single install of the SOFTWARE for use in designing, testing and creating Developed Software by a single Developer on a single computer with a single set of input devices, so long as such computer is used only by one Developer. Conversely, you may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one Developer.

**3. Your Distribution License.**

**a. License to Distribute Developed Software.** Subject to the terms and conditions in this EULA, you are granted the license to use and to distribute Developed Software on a royalty-free basis, provided that the Developed Software incorporates the SOFTWARE as an integral part of the Developed Software in machine-language compiled format (customarily an ".exe", or ".dll", etc.). You may not distribute, bundle, wrap or subclass the SOFTWARE as Developed Software which, when used in a "design-time" development environment, exposes the programmatic interface of the SOFTWARE. You may distribute, on a royalty-free basis, Redistributable Files with Developed Software only.

### **III. INTELLECTUAL PROPERTY.**

**1. Copyright.** You agree that all right, title, and interest in and to the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE), and any copies of the SOFTWARE, and any copyrights and other intellectual properties therein or related thereto are owned exclusively by JS, except to the limited extent that JS may use third-party technologies incorporated into the SOFTWARE. The SOFTWARE is protected by

copyright laws and international treaty provisions. The SOFTWARE is licensed to you, not sold to you. JS reserves all rights not otherwise expressly and specifically granted to you in this EULA.

2. **Backups.** You may either: (a) copy the SOFTWARE solely for backup or archival purposes; or (b) install the SOFTWARE on a single computer, provided you keep the original solely for backup or archival purposes. Notwithstanding the foregoing, you may not copy the Documentation.

3. **General Limitations.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that applicable law expressly permits such activity notwithstanding this limitation.

4. **Software Transfers.** You may not rent or lease the SOFTWARE. You may transfer the SOFTWARE to another computer, provided that it is completely removed from the computer from which it was transferred. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any dates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the recipient agrees to the terms and conditions of this EULA as provided herein. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.

5. **Termination.** Without prejudice to any other rights it may have, JS may terminate this EULA and the Licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts.

#### **IV. WARRANTIES AND REMEDIES.**

##### **1. Limited Warranty.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JS EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY JS HEREBY AND JS PROVIDES THE SAME IN “AS IS” CONDITION WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU.**

**2. Limited Remedy. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS)**

**ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF JS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**V. MISCELLANEOUS.**

1. **This is the Entire Agreement.** This EULA (including any addendum or amendment to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between you and JS relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, "clicking-through" a questionnaire, etc.) Employees, agents and other representatives of JS are not permitted to orally modify this EULA.

2. **You Indemnify JS.** You agree to indemnify, hold harmless, and defend JS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this EULA.

3. **Interpretation of this EULA.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of Sweden, without regard to its conflict of laws principles. The parties consent to the personal jurisdiction and venue of Sweden and agree that any legal proceedings arising out of this EULA shall be conducted solely in Sweden.