

END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Licensor" means [EXECTRA].

"Software" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided.

"Use" or **"Using"** means to access, install, download, copy or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

"Licensee" means You or Your Company, unless otherwise indicated.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by [EXECTRA].

"Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

2. SOFTWARE LICENSE

As long as you comply with the terms of this End User License Agreement (the "Agreement"), [EXECTRA] grants to you a non-exclusive license to Use and install one copy of the Software accessible by one URL. (web address)

1 General Use

You may install and Use one copy of the Software on one URL. (web address)

2 Backup Copy

You may make one backup copy of the Software, provided your backup copy is not installed or used on any other URL.

3. INTELLECTUAL PROPERTY RIGHTS

The Software and any copies that you are authorized by [EXECTRA] to make are the intellectual property of and are owned by [EXECTRA] and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of [EXECTRA] and its suppliers. The Software is protected by copyright, including without limitation by [SWEDEN] Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You may not copy the Software, except as set forth in Section 2 ("Software License").

The removal or modification of any powered by/copyright/proprietary text or links that go to Exectra and our website is not permitted.

Attempts to modify the script so that more operators can be added than the number approved for the licence are also not permitted.

All source codes in the software are encrypted and no attempt must be made to decrypt them.

Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.

This Agreement does not grant you any intellectual property rights in the Software.

4. TRANSFER

Your license is non transferrable and cannot be sold again.

You may not, rent, lease, sublicense or authorize all or any portion of the Software.

5. NO WARRANTY

The Software is being delivered to you "AS IS" and [EXECTRA] makes no warranty as to its use or performance. [EXECTRA] AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, [EXECTRA] AND ITS SUPPLIERS MAKE NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL [EXECTRA] OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN [EXECTRA] REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. [EXECTRA]'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits [EXECTRA]'s liability to you in the event of death or personal injury resulting from [EXECTRA]'s negligence or for the tort of deceit (fraud). [EXECTRA] is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact [EXECTRA]'s Customer Support Department.

7. UPDATES

Current prices of updates for various products are shown on our web page www.exectra.com
Or you can contact us directly at sales@exectra.com.

8. REFUND POLICY

We are offering a 14-day return policy on all of our products counted from the first payment date provided that the software is removed from the domain and from any other storage spaces on which the software is installed.

We also lock the licence so that the software can no longer be used.

9. SUPPORT

Exectra offers free-of-charge support for 90 days as of the day when the software was ordered.

All support cases will be answered by email during normal working hours (Swedish time).

You can then order a further 90 days' support for a charge.

We offer no support for functions that have been modified by you or a third party.

Installation, design or modification services are not included in the support but can be offered against a charge. Contact sales@exectra.com for more information.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Sweden.

Any and all legal actions relative hereto shall be in the courts of [FALUN, SWEDEN].

11. CONTACT INFORMATION

If you have any questions about Exectra Live Support Software or this End User License Agreement please contact us at info@exectra.com or visit www.exectra.com.