

## LICENSE AGREEMENT FOR SpotRM

**PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE STARTING TO USE THE APPLICATION SpotRM FROM THE WEBSITE AWAMETOX.COM.**

**BY USING SpotRM, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE BETWEEN YOU, THE LICENSEE, AND AWAMETOX AB, A SWEDISH LIMITED COMPANY, HEREINAFTER REFERRED TO AS "AWA".**

**1. General.** Subject to the terms and conditions of this License, you are granted a limited, non-exclusive right to use SpotRM, which is licensed, not sold, to you by AWA for use only under the terms of this License, and AWA reserves all rights not expressly granted to you. The terms of this License will govern any application upgrades provided by AWA that replaces and/or supplements the original product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

**2. Permitted License Uses and Restrictions.** AWA grants you a non-exclusive, non-transferable right to use SpotRM, solely for your business purposes, subject to the terms and conditions of this License. All rights not expressly granted to you are reserved by AWA. You acknowledge that the SpotRM application is valuable property and represents trade secrets of AWA. You agree not to copy, reproduce, sell, give, assign, sublicense or otherwise transfer the contents of SpotRM, or any part thereof to any person, firm, agency or corporation without prior written consent from AWA. SpotRM and any and all modifications, improvements or derivative works of it shall be owned solely and exclusively by AWA and you may not build a competitive product or service using similar ideas, features and functions.

**3. Termination.** This License is effective until terminated. Your rights under this License will terminate automatically without notice from AWA if you fail to renew your paid license or fail to comply with any term(s) of this License.

**4. Representations & Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this License. AWA represents and warrants that it will provide SpotRM in a manner consistent with general industry standards reasonably applicable to the provision thereof and that SpotRM will perform substantially in accordance with specification under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

**5. Your responsibilities.** You are responsible for all activity occurring under use of your license of SpotRM and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of SpotRM, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify AWA immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to AWA immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you and (iii) not impersonate another SpotRM user or provide false identity information to gain access to or use SpotRM.

**6. Special agreement for academics and students.** If you're a student or a professor of an accredited, degree-granting academic institution, you may be eligible to obtain a license of SpotRM software at a reduced price. The purpose of this special agreement is to facilitate the use of SpotRM in academic environments by reducing the cost and providing resources for faculty members. You agree that the license purchased in this way is to be used for

teaching and research purposes only, and cannot be used for consulting or commercial purposes.

**7. Disclaimer of Warranties.** You expressly acknowledge and agree that use of SpotRM is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. Except for the limited warranty set forth above and to the maximum extent permitted by applicable law, SpotRM is provided "as is", with all faults and without warranty of any kind, and AWA hereby disclaims all warranties and conditions with respect to SpotRM, either expressed, 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 or of accuracy. AWA does not warrant against interference that the functions contained in the software or services will meet your requirements, that the running of SpotRM will be uninterrupted or error-free, or that defects in the application will be corrected. You further acknowledge that the software is not intended or suitable for use in situations or environments where the failure of, or errors or inaccuracies in the content, data or information provided by, the software could lead to death, personal injury, or severe physical or environmental damage. No oral or written information or advice given by AWA or an authorized representative shall create a warranty.

**8. Complete Agreement.** This License constitutes the entire agreement between the parties with respect to the use of SpotRM licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by AWA.