

# End User License Agreement

## PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS.

This End User License Agreement describes Your rights and obligations regarding access to, and use of, the Aetey Global Technologies AB (referred to as Aetey below) Service during the term of this Agreement.

This Agreement constitutes a valid and binding agreement between Aetey and You, as a user, for the use of the Aetey Service. You hereby agree and acknowledge that this Agreement covers all Your use of the Aetey Service. Furthermore, by continuing to use the Aetey Service You agree to be bound by the terms of this Agreement and any new versions hereof.

You acknowledge and agree that by clicking on the ACCEPT button You are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Aetey Service or the Aetey Website. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

**Jurisdiction's Restrictions.** If You are residing in a jurisdiction where it is forbidden by law to enter into this Agreement or to use services as specified herein, then You may not enter into this Agreement and You may not use the Aetey Service. By entering into this Agreement You explicitly state that You have verified in Your own jurisdiction if Your use of the Aetey Service is allowed. You further represent that You are of majority age and otherwise competent to enter into contracts.

## 1. Definitions

As used in this Agreement, the following capitalized defined terms shall be as provided below.

**Aetey:** Refers to the company established under the laws of Sweden, Aetey Global Technologies AB, with its address at Box 7068, SE-40232 Gothenburg, Sweden, and reg.no 556729-3427.

**Aetey Promotional Materials:** Any and all trademarks, names, signs, logos and any other materials, in whatever form, owned and/or used by Aetey for the promotion of its company, its products and activities.

**Aetey Service:** The service offered by Aetey for delivery of this specific software collection, including Documentation (see below), as well as any future updates and upgrades thereof.

**Aetey Staff:** The directors, employees and agents of Aetey, or any other persons hired by Aetey.

**Aetey Website:** Any and all elements, contents and the "look and feel" of the website available under the URL [www.aetey.se](http://www.aetey.se), among other URLs.

**Agreement:** This End User License Agreement, as may be renewed, modified and/or amended from time to time. Possible changes will be announced by Aetey on Aetey Website and come into force for you at the time of the next prolongation of your rights to access Aetey Service since 30 days after the date of the announcement.

**Documentation:** Any online or otherwise enclosed documentation provided by Aetey.

**IP Rights:** Any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how and trade secrets contained in or relating to the Aetey Service, the Documentation, the Aetey Website, or the Aetey Promotional Materials.

**Password:** Refers to a code You select, which, in combination with the User ID (below), gives You access to Your User Account.

**User Account:** Refers to the account with User ID and Password that You create for Your use of the Aetey Service.

**User ID:** Refers to an identification code You receive for registration, which in combination with the Password, gives You access to Your User Account.

**You:** You, a private person, the end user of the Aetey Service, also used in the form "Your" where applicable.

## 2. License and Restrictions

**License.** Subject to the terms of this Agreement, Aetey hereby grants You a limited, personal, non-exclusive license to use the Aetey Service for the sole purpose of personally using the Aetey Service provided by Aetey for, by You prepaid or otherwise granted to You by Aetey, period of use.

**Third Parties.** You acknowledge and agree that the Aetey Service may incorporate other technologies owned and controlled by third parties. Any such third party technology that is incorporated in the Aetey Service falls under the scope of this Agreement. Any and all other third party software or technology that may be provided together with the Aetey Service will be subject to You explicitly accepting a license agreement with that third party. You acknowledge and agree that You will not enter into a contractual relationship with Aetey regarding such third party software or technology and You will look solely to the applicable third party and not to Aetey to enforce any of Your rights.

**Restricted Software and Technology.** The use of some of the third party software and/or technology may be restricted in some countries. You hereby explicitly state that one of the following is true: (1) You have verified in Your own jurisdiction that these restrictions do not apply in Your country of legal residence, or (2) You have obtained an explicit permission to use such third party software and/or technology (for instance, a patent license).

**New Versions of the Aetey Service.** Aetey, in its sole discretion, reserves the right to add additional features or functions, or to provide updates and upgrades, to the Aetey Service.

You acknowledge and agree that You may have to enter into a renewed version of this Agreement, in the event You want to change to a new version of the Aetey Service.

You acknowledge and agree that Aetey, in its sole discretion, may modify or discontinue or suspend Your ability to use any version of the Aetey Service, and/or disable any Aetey Service You may already have accessed, for the repair, improvement, and/or upgrade of the underlying technology or for any other justifiable reason, including but not limited to, circumstances where You, at Aetey's discretion, are in breach of this Agreement, creating possible legal liabilities, or engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Aetey and the Aetey Staff will not accept any liability in relation to the direct or indirect damages caused by the release and/or the absence of release of new versions of the Aetey Service.

**Restrictions.** Except to the extent that Aetey otherwise authorizes You in writing, the following restrictions shall apply.

- ◆ Aetey reserves all rights not expressly granted.
- ◆ You may not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Aetey Service or any part thereof.
- ◆ You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, or disassembling of the Aetey Software or any part thereof, unless in cases explicitly allowed by law.
- ◆ No right, title or interest in or to any trademark, service mark, logo or trade name of Aetey or its licensors is granted under this Agreement.
- ◆ The license to use any Aetey Service hereunder is conditioned upon Your having a valid license to use any underlying technology to which the Aetey Service pertains.

**Remedies.** In the event of damage: You shall pay damages for direct damage, and You shall also pay damages for indirect damage due to negligence.

### 3. Intellectual Property Rights

**Exclusive Ownership.** You acknowledge and agree that any and all Intellectual Property (IP) Rights to or arising from the Aetey Service are and shall remain the exclusive property of Aetey and/or its licensors. Nothing in this Agreement intends to transfer any such IP Rights to, or to vest any such IP Rights in, You. You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

**Third Party Content.** You acknowledge and understand that all title and IP Rights in and to any third party content that may be accessed through use of the Aetey Service, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

**Using of Trademarks.** Any use of Aetey trademarks and trade dress is strictly prohibited unless explicitly authorized by Aetey in writing.

**Your IP Rights.** With the exception of IP Rights of Aetey and/or its licensors in Aetey Service, You retain the intellectual property rights You may have in the applications, materials, products or processes You create which are based on using of the Aetey Service. You hereby release and covenant not to hold liable Aetey and the Aetey Staff, or any of its licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments or claims (a) pertaining to any intellectual property You develop that is based on, uses, or relates to the Aetey Service; and (b) which otherwise may arise in connection with Your use of, reliance on, or reference to the Aetey Service.

## 4. Your Use of the Aetey Service

**Purpose of the Aetey Service.** Using of the Aetey Service enables You to run software applications and access related data, which together form a desktop software environment, from any compatible computer<sup>1</sup>.

**No Warranties.** Aetey takes all reasonable measures to ensure but yet cannot guarantee that You will always be able to use the Service without disruptions, delays or flaws. Aetey and the Aetey Staff will not be liable for any such disruptions, delays or other omissions experienced when using the Aetey Service, unless explicitly stated otherwise. The Service is provided “as is”.

**Utilization of Your Computer.** You hereby acknowledge that the Aetey Service may utilize the processor and bandwidth of the computer (or other applicable device) You are utilizing, for the purposes of providing the Service.

**Protection of Your Computer.** You understand that the Aetey Service will make its reasonable efforts to protect the privacy and integrity of the computer resources (or other applicable device) You are utilizing. However, You acknowledge and agree that Aetey cannot give any warranties in this respect and that protection of Your computer resources remains Your sole responsibility.

**Aetey’s Confidential Information.** You agree to take all reasonable steps at all times to protect and keep strictly confidential any confidential information regarding Aetey, the Aetey Staff, and the IP Rights.

**Registration.** As part of the registration process, You will receive a User ID, and You will select a Password. Note that it is impossible to change Your User ID and Your Password. You may register as many accounts as You wish. However, You are not allowed to share a User Account with a third party, unless explicitly stated by Aetey.

**Unauthorized Use of User Account.** You shall notify Aetey of any known or suspected unauthorized use(s) of Your User Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of the Password. You shall be responsible for maintaining the confidentiality of Your Password.

**Illegal Activity.** Any fraudulent, abusive, or otherwise illegal activity of Yours may constitute a ground for termination of Your Account, at Aetey’s sole discretion, and may be reported to appropriate law-enforcement agencies.

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<sup>1</sup> Computer compatibility implies hardware and operating system kernel requirements and availability of a certain networked file system, as for example ia32-compatible processor, Linux 2.6+ kernel and Coda file system.

## 5. Term and (Consequences of) Termination

**Term.** This version of the Agreement is valid for, by You prepaid or otherwise granted to You by Aetey, period of use of the Aetey Service and 30 days after the end of that period, or until a possible modification and/or amendment of the agreement as stated in Definitions, whichever comes first. You may extend the prepaid period of use of the Aetey Service by payments during the validity of this agreement. You acknowledge and agree that You may have to enter into a renewed version of this Agreement for further use of the Aetey Service. During the stated period of validity this Agreement is effective until terminated by either Aetey or You, as set forth below.

**Termination by Aetey.** Without limiting other remedies, Aetey may limit, suspend, or terminate this license and Your use of the Aetey Service, delete Your User Account, with immediate effect, if Aetey has a reason to think that You are in breach of this Agreement, creating possible legal liabilities, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. Aetey shall effect such termination by providing notice to You to the email address You have provided, and/or by preventing Your access to the respective User Account.

**Termination by You.** You may terminate this Agreement at any time by ceasing your use of the Aetey Service. Upon termination of this Agreement, You (a) acknowledge and agree that all Your licenses and rights to use the Aetey Service shall terminate, and (b) will cease any and all use of the Aetey Service.

**Consequences of Termination.** Upon termination of this Agreement, all fees, if any, paid by You for the Aetey Service will remain the property of Aetey, which means that You will not get any refund.

**No Liability.** Aetey and the Aetey Staff will not be liable in respect to any damage caused by the termination of this Agreement.

## 6. Disclaimer of Warranties

**No Warranties.** The Aetey Service is provided "as is" and without warranty of any kind. To the fullest extent permitted by law, all express and implied conditions, representations and warranties with respect to the Aetey Service, including but not limited to any implied warranties of quality, performance, non-infringement, merchantability, fitness for use or a particular purpose are disclaimed, except to the extent these disclaimers are held to be legally invalid. You bear the entire risk as to selecting the Aetey Service for Your purposes and as to the quality and performance of the Aetey Service. Aetey further does not represent or warrant that the Aetey Service will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free.

## 7. Indemnification and Limitation of Liability

**No Liability.** You acknowledge and agree that Aetey, its affiliates, its licensors and the Aetey Staff will have no liability in connection with or arising from Your use of the Aetey Service, as set forth below.

**Limitation of Liability.** To the fullest extent permitted by law, in no event will Aetey, the Aetey Staff or its licensors be liable for any lost revenue, lost profit or loss of data, or for any direct, special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the use of or inability to use the Aetey Service and/or the Documentation even if Aetey has been advised of the possibility of such damages and whether or not such damages are foreseeable. In no event will Aetey's liability to You, whether in contract, tort (including negligence), or otherwise, exceed the amount, if any, paid by You for the use of the Aetey Service under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

**Indemnification.** You agree to indemnify, defend and hold Aetey and the Aetey Staff harmless from and against any and all liability, costs, claim or demand, including reasonable attorneys' fees, due to or arising out of Your violation of this Agreement.

**Jurisdiction's Limitations.** As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited as far as legally possible under the applicable legislation.

## **8. Entire Agreement**

The terms and conditions of this Agreement constitute the entire agreement between You and Aetey with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

**Partial Invalidity.** Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect.

## **9. Language**

The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

## **10. Governing Law**

By using the Aetey Service, You and Aetey agree that all matters relating to Your access to, or use of, the Aetey Service shall be governed by and construed in accordance with the laws of Sweden, without giving effect to any principles of conflicts of law. Place of jurisdiction is Gothenburg, Sweden.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE AETEY SERVICE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO AETEY THE RIGHTS SET FORTH HEREIN.