

Gefle Testteknik AB	Document no 111A1-KD15000-0 v1.1.1	Lang. En	Date 2015-02-09
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GEFLE TESTTEKNIK SOFTWARE LICENSE AGREEMENT

1 Important Notice:

Before you download or install the software carefully read this agreement. By downloading the software and/or completing the installation you consent to the terms of this agreement and you agree to be bound by its terms and conditions.

If you do not wish to become a party of this agreement and be bound by all its terms and conditions, cancel the installation and return the software and all materials delivered with it within thirty (30) days of receipt, to the place where you obtained them from.

The return is subject to Gefle Testteknik AB's then current return policy.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Activity Compliance Logs." Means the reports and other applicable information generated by the VLM in connection with a Volume License Program (VLP) in which you participate. If the SOFTWARE is not compatible with an Approved Volume License Manager, then you are responsible for obtaining the form of report acceptable to GTT (which, in such case only, shall be an "Activity Compliance Log"), and manually completing and delivering that report to GTT.

"Agreement." Means this Software License Agreement, together with any and all applicable Specific Product Addenda.

"Approved Volume License Manager." Means the third party computer software approved in writing by GTT for controlling end-user access to the SOFTWARE.

"Computer" or "computer." Refers to one computing device or, if the SOFTWARE is being used in connection with a virtual machine, one virtual machine on one computing device.

"Excluded License." Means a license that requires, as a condition of use, that (i) the code be disclosed or distributed in source code form, or (ii) others have the right to modify or create derivative works of the code.

"GTT" Gefle Testteknik AB, a company organized under the laws of Sweden.

"VLM." Means computer software for controlling end-user access to the SOFTWARE and that generates applicable usage compliance information, including the Activity Compliance Logs.

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- "SOFTWARE" Means the computer software and other code provided with this Agreement (including all upgrades that may be provided by GTT as part of the Software Service for which you have paid the applicable fees or as otherwise provided under this Agreement) that you are authorized to install and use in accordance with Section 2 below, together with all accompanying documentation and utilities. GTT may provide certain third party software subject to separate license terms either presented at the time of installation or otherwise provided with the SOFTWARE ("Third Party Software"). Such Third Party Software is not included in the definition of the term "SOFTWARE".
- "Software Administrator(s)." Means the individual(s) in your organization who are responsible for administering a Volume License Program (VLP) and/or Enterprise Program (EP) in which you participate. Each Software Administrator is responsible for distributing and overseeing the installation and use of the master installation disks for the SOFTWARE and the Approved Volume License Manager.
- "Software Service." Means the maintenance and technical support associated with the SOFTWARE or other software services program, in each case provided by GTT and lasting for the duration of time identified in the applicable quote, other offer documentation or in the case of a perpetual license as described in clause 3.B. The Software Service program is further described in the documentation provided with the Software Services membership and/or, in the case of a VLP License, in the VLP Documentation. Current version of the terms and conditions of the Service Program is available at www.testteknik.se
- "Specific Product Addendum." Means an addendum to this Software License Agreement that is identified as a GTT Software License Agreement Product Addendum. A Specific Product Addendum contains terms and conditions which apply with respect to the specific SOFTWARE product(s) identified in the Specific Product Addendum.
- "Term." Means the period of time commencing on the date of your clicking the applicable button to complete the installation process and continuing for the period of time specified in the product description or other applicable documentation provided to you by GTT, or, if no period of time is specified, one year, unless this Agreement is terminated earlier by GTT or you as provided herein, in which case such period is deemed to have ended on the effective date of such termination.
- "Upgrade." Means any supplemental or replacement code for SOFTWARE you have previously licensed from GTT.
- "You." Means you, the individual using the SOFTWARE, as well as your employer, if you are using the SOFTWARE within the scope of your employment. If you are using the SOFTWARE within the scope of your employment, then you represent that you are authorized to bind your employer to this Agreement.

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2 Grant of License

In consideration of, and conditioned upon, your payment of the applicable fees to GTT, GTT hereby grants you a limited, non-exclusive right to use (in accordance with one of the license types listed below) the specific SOFTWARE, as such SOFTWARE and license type are identified in the applicable documentation provided by GTT to you, but only pursuant and subject at all times to the terms and conditions of this Agreement.

Unless otherwise provided in the applicable documentation provided by GTT to you, the applicable license type is a computer based license as described in Section 2.A below. While your use rights may extend to a prior version of the SOFTWARE as expressly permitted under Section 6 below, your use rights do not extend to any Upgrades for the applicable SOFTWARE unless such Upgrades are provided to you during the Limited Warranty period noted below in Section 10 or are provided to you as part of the Software Service for which you have paid the applicable fees. The SOFTWARE is in "use" when loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, DVD-ROM, network storage device, or other storage device). Except as expressly authorized under this Section 2, floating, concurrent, or shared use is not permitted under this Agreement. The specific use rights granted to you are as follows and depend upon the type of license you have acquired:

2.A Hardware token/Computer Based License

If you have acquired a Hardware token license, the SOFTWARE may be installed on up to three computers in a single workplace. The SOFTWARE may not be run concurrently (i.e., it may only be launched on one computer at a time). Upon termination of a hardware token license, the corresponding hardware token shall be returned to GTT or from where it was acquired.

If you have acquired a computer based license the SOFTWARE may only be installed and used on one (1) computer in your workplace. While all of the SOFTWARE must be installed and used on the same computer under a computer based license, there is no limitation on the number of your employees that may access and use the SOFTWARE on such computer.

If the computer is a laptop, notebook or similar portable computer, you may use the SOFTWARE on the portable computer while temporarily away from your workplace for the same purpose permitted by this Agreement as you normally use the SOFTWARE on the portable computer while in your workplace.

The SOFTWARE may not be run concurrently (i.e., only one instance of the SOFTWARE can be launched on one computer at a time). In no event may any of the SOFTWARE be installed or used on a network storage device.

You may change the designated computer for a license to another computer within the applicable single workplace; provided that no more than four (4) such changes may occur per calendar year and further provided that, immediately following such change, none of the SOFTWARE remains installed on the previously designated computer

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2.B Volume/VLP License

If you have acquired the right to use the SOFTWARE for multiple users under the Volume License Program ("VLP"), you shall install and use an Approved Volume License Manager with the most current license file provided to you by GTT that controls end-user access to the SOFTWARE licensed under the VLP. During the VLP Term, you may distribute the master installation disk(s) containing the SOFTWARE for internal installation and use by your employees only on those computers located at the Site(s). In addition to being subject to the terms and conditions set forth in Section 2.D your use of the SOFTWARE under the VLP shall at all times (during the VLP Term and thereafter) also be subject to all terms and conditions set forth in this Agreement regarding the specific type of VLP License you have acquired under the VLP. As part of the VLP, you must, for each individual VLP License, acquire and maintain during the term of the VLP the Software Services for the SOFTWARE identified in the applicable VLP Documentation and for which GTT makes such Software Services available.

2.C Evaluation License

If you have acquired an evaluation license, you may install and permit your employees to use the SOFTWARE on computers in your workplace for internal evaluation purposes only.

If the computers are laptop, notebook or similar portable computers, you may use the SOFTWARE on the portable computers while temporarily away from your workplace for internal evaluation purposes only in the same manner as you would normally do so on the portable computers while in your workplace.

You will be deemed to have an evaluation license for all SOFTWARE that has been provided to you by GTT and for which you do not have a written document from GTT expressly designating the type of license granted to you for the SOFTWARE.

The evaluation license is for your own internal use only. Therefore, notwithstanding anything in this Agreement to the contrary, you may not distribute or transfer any applications you create with the SOFTWARE under an evaluation license. You also agree to use reasonable efforts to provide feedback to GTT regarding your use of the SOFTWARE, including promptly reporting to GTT errors or bugs that you might find. Any such feedback you disclose to GTT, including any changes or suggested changes to GTT's current or future products and services (collectively "Feedback"), shall be received and treated by GTT on a non-confidential and unrestricted basis, notwithstanding any restrictive or proprietary legends to the contrary accompanying or otherwise associated with the Feedback. You hereby grant to GTT a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and modify Feedback for any purpose, including incorporation or implementation of such Feedback into GTT products or services, and to display, market, sublicense and distribute Feedback as incorporated or embedded in any product or service distributed or offered by GTT.

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You also acknowledge and agree that the SOFTWARE IS EVALUATION ONLY AND/OR PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. GTT WILL NOT UPDATE THE SOFTWARE, NOR WILL GTT SUPPORT THE SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE MAY WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING. Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the SOFTWARE, you may contact GTT to convert your evaluation license for the SOFTWARE to another type of license under such terms, and to the extent, if any, that GTT generally makes such licenses available for the SOFTWARE, or such other license as GTT may (in its sole discretion) permit by paying to GTT the applicable license fee and obtaining from GTT the applicable authorization code(s). GTT may (in its sole discretion and upon notice to you) terminate the evaluation license at any time, whereupon this Agreement will be considered terminated.

2.D VLP Notes.

The following applies to the VLP (Volume License Program):

2.D.1 Program Requirements.

You shall designate a separate Software Administrator for each Site and shall promptly notify GTT in writing of any changes to the Software Administrator(s). In order to participate in the VLP, the VLP Licenses that you maintain during the VLP Term must at all times include a minimum of five (5) copies (in the aggregate) of a version of the SOFTWARE which is considered by GTT to be a released version of a single GTT SOFTWARE product. GTT will deliver the master installation disks for the SOFTWARE to the Software Administrator(s).

You are responsible for ensuring that an Approved Volume License Manager, together with the most current license file provided by GTT that controls end-user access to the SOFTWARE, (to the extent GTT has made the SOFTWARE compatible with an Approved Volume License Manager) is in use at all times with the SOFTWARE licensed under the VLP (during the term of the VLP and thereafter). If GTT makes documentation available for the applicable Approved Volume License Manager, such Approved Volume License Manager shall be installed and used in accordance with the documentation provided by GTT. If you have existing individual, computer based or hardware token licenses for the SOFTWARE that are to be covered by the VLP, (i) you shall notify GTT in writing of the product, platform, and serial number information for each such license; (ii) each such license shall (as of the VLP Effective Date) no longer be in effect and shall be superseded by the VLP; (iii) should you later desire to obtain individual license for any of the VLP Licenses, you will be required to pay GTT its then current fee for a conversion from a VLP License to an individual license. Regarding Software Service, GTT reserves the right to restrict Software Service to the then most current version of the SOFTWARE that is commercially available. You understand that GTT may not make available Software Service for all SOFTWARE available under the VLP.

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2.D.2 Activity Compliance Logs.

In addition to the submission requirement in sub-section (4.) below, you are required to provide an Activity Compliance Log for each Site to GTT promptly (but in no event later than fifteen (15) days) following (i) the annual anniversary of the VLP Effective Date during the VLP Term and (ii) the VLP Termination Date. GTT may, upon notice to you, inspect the Site(s) and applicable records in order to verify the accuracy of the Activity Compliance Logs. You shall pay any verified underpayments to GTT within thirty (30) days of receipt of a written notice of such underpayments. Further, if you have underpaid, GTT may require you to pay for any reasonable out-of-pocket costs actually incurred by GTT in verifying the underpayment.

2.D.3 Purchase Orders; Invoices.

You shall submit purchase orders to GTT as follows:

- a. in the amount of the Activation Fee within the time-frame specified in the quote provided by GTT to you for the VLP;
- b. in the amount of the Additional VLP Fees prior to the end of the then current VLP Term as set forth below; and
- c. in the amount of the VLP Renewal Fees prior to the end of the then current VLP Term as set forth below if you desire to renew the VLP. You are required to obtain and maintain Software Services for each VLP License for which Software Services are made available by GTT. The Software Services are charged on an annual basis and, for VLP Licenses added during the VLP Term, will only be pro-rated on a quarterly basis (based on the quarter of the VLP Term in which the SOFTWARE under such VLP License was first used), or such shorter basis as GTT may designate, if a purchase order is submitted to GTT prior to the date the SOFTWARE for the Additional VLP License is installed or otherwise used. All invoices shall be paid within thirty (30) days of the date you receive them.

2.D.4 (4.) VLP Term.

The initial term of the VLP will start on the VLP Effective Date and continue for a period of one (1) year (the "Initial VLP Term"). You may renew the VLP for additional one (1) year periods (the Initial VLP Term and each such renewal term, each herein referred to herein as a "VLP Term"). Should you desire to renew the VLP for an additional one (1) year period, you must provide a current Activity Compliance Log to GTT at least sixty (60) days before the end of the then current VLP Term so that the number of VLP Licenses for the SOFTWARE may be determined. GTT will then provide you with a quote for Software Services, any Additional VLP Fees that are applicable, and any new VLP Licenses that you request for the renewal VLP Term (the "VLP Renewal Fee"). The VLP will be renewed for an additional one (1) year period each time you issue to GTT a purchase order for the VLP Renewal Fees prior to the end of the then current VLP Term.

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You shall promptly notify GTT if the information in the Activity Compliance Log regarding the number of VLP Licenses changes following your submission, and GTT reserves the right to revise the VLP Renewal Fee (as applicable) to reflect Additional VLP Licenses used and not reflected in the applicable Activity Compliance Log that you provided to GTT at the time you desired to renew. IF, PRIOR TO THE END OF THE THEN CURRENT VLP TERM, YOU DO NOT ISSUE A PURCHASE ORDER FOR THE SOFTWARE SERVICES AND ANY ADDITIONAL VLP FEES THAT ARE DUE (I) THE VLP WILL AUTOMATICALLY TERMINATE AT THE END OF THE CURRENT VLP TERM; (II) ALL SOFTWARE SERVICES FOR THE VLP WILL AUTOMATICALLY AND IMMEDIATELY TERMINATE AT THE END OF THE THEN CURRENT VLP TERM; AND (III) YOU MAY NOT, IN ANY EVENT, EXCEED THE NUMBER OF VLP LICENSES FOR WHICH YOU HAVE PAID THE REQUIRED FEES TO GTT.

UPON TERMINATION OF THE VLP, GTT WILL ATTEMPT TO PROVIDE YOU WITH AN UPDATED LICENSE FILE AND YOU MAY CONTINUE TO USE THE VLP LICENSES IN EFFECT (AND FOR WHICH YOU HAVE PAID THE REQUIRED FEES TO GTT) PRIOR TO THE DATE OF TERMINATION (THE "SURVIVING VLP LICENSES"); PROVIDED THAT ALL SUCH USE IS CONDUCTED WITH AN APPROVED VOLUME LICENSE MANAGER (USING THE LICENSE FILE PROVIDED BY GTT FOLLOWING THE TERMINATION OF THE VLP) AND IS CONDUCTED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING THE PROHIBITIONS ON TRANSFER AS SET FORTH IN SECTION 5 BELOW). IN NO EVENT MAY YOU INCREASE THE NUMBER OF THE SURVIVING VLP LICENSES FOLLOWING THE TERMINATION OF THE VLP. IT IS YOUR RESPONSIBILITY TO OBTAIN SUCH LICENSE FILE FROM GTT AND TO INSTALL AND USE THE LICENSE FILE AS SOON AS POSSIBLE AFTER DELIVERY OF SUCH LICENSE FILE FROM GTT, BUT IN NO EVENT LATER THAN SIXTY (60) DAYS AFTER THE TERMINATION OF THE VLP.

THE SOFTWARE AND THE APPROVED VOLUME LICENSE MANAGERS MAY CONTAIN CODE THAT WILL, FOLLOWING TERMINATION OF THE VLP, DEACTIVATE YOUR ABILITY TO USE THE SOFTWARE UNDER THE VLP. ALTHOUGH THE VLM MIGHT ATTEMPT TO WARN YOU OF THE TIME-FRAME IN WHICH YOUR ABILITY TO ACCESS AND USE THE SOFTWARE WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE AUTOMATICALLY DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING UPON THE TERMINATION OF THE VLP. ANY REACTIVATION OF THE VLP FOLLOWING ITS TERMINATION SHALL BE AT THE SOLE DISCRETION OF GTT AND MAY BE SUBJECT TO THE PAYMENT OF APPLICABLE REACTIVATION FEES AS DETERMINED BY GTT.

SHOULD YOU AT ANY TIME DESIRE TO OBTAIN INDIVIDUAL LICENSES FOR ANY OF THE VLP LICENSES OR SURVIVING VLP LICENSES, YOU WILL BE REQUIRED TO PAY GTT ITS THEN CURRENT FEE FOR A CONVERSION FROM A VLP LICENSE TO APPLICABLE INDIVIDUAL LICENSE. SHOULD YOU LATER DESIRE TO OBTAIN UPGRADES FOR THE SOFTWARE OR PURCHASE AVAILABLE SOFTWARE SERVICES FOR THE SOFTWARE, YOU WILL BE REQUIRED TO PAY GTT AN APPLICABLE FEE FOR EACH SUCH SURVIVING VLP LICENSE.

2.D.5 Additional Definitions

For purposes of the VLP, the following capitalized terms have the following meanings:

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"Activation Fee" means the amount specified in the applicable written quotation from GTT that permits you to activate the individual licenses for the SOFTWARE used at the Site that you designate with a VLP License and/or acquire a VLP License at the Site for the number of licenses listed in the written quotation from GTT. The Activation Fee consists of a one-time license fee for each VLP License in effect at the start of the VLP Effective Date and an initial annual user fee for Software Services. Documentation is provided in electronic form only and comes with the master installation disk for the SOFTWARE. You may, however, purchase from GTT sets of applicable written documentation and additional master installation disks at GTT's then prevailing rates.

"Additional VLP Fees" means the fees (i.e., one-time license and initial annual fees for Software Services) for each Additional VLP License installed (i.e., in use) during the applicable VLP Term beyond the number of initial VLP Licenses.

"Additional VLP License" means each computer based license, or hardware token license, you add, in accordance with the terms and conditions set forth herein, during the applicable VLP Term.

"Site(s)" is/are the physical location to which GTT delivers the SOFTWARE unless otherwise specified in the VLP Documentation.

"Surviving VLP License" has the meaning set forth in Section 2.D.4 above.

"VLP Documentation" means the quote(s) that you obtain from GTT regarding the VLP and the VLP Welcome Kit you obtain from GTT.

"VLP Effective Date" means the date that the VLP Welcome Kit is sent to you; provided, however, that if the VLP is terminated and then reactivated, as permitted in Section 2.D.4 above, then the VLP Effective Date means the date the VLP is reactivated by GTT.

"VLP License" means each individual license to the SOFTWARE used by you under the VLP during the term of the VLP.

"VLP Renewal Fees" has the meaning set forth in Section 2.D.4 above.

"VLP Term" has the meaning set forth in Section 2.D.4 above.

"VLP Termination Date" means the date that the VLP terminates in accordance with the provisions above.

2.D.6 Confidentiality

The terms of your VLP Documentation, and any proposals or other documents submitted by GTT, or an authorized GTT affiliate, (including all pricing and fees) in connection with your VLP, and any information about GTT product development efforts provided in connection with your VLP, shall be considered the confidential information of GTT and you shall not disclose such information to any third party.

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2.E M. Third Party Contractors

If you have acquired one of the licenses set forth in Section 2 above, then third party contractors that you have engaged may (if you desire) access and use the SOFTWARE solely for your benefit; provided: (i) the contractor (or, if applicable, its employee) shall be considered, as applicable, the Named User or Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of this Agreement, (ii) before accessing the SOFTWARE, the contractor agrees in writing that (a) the SOFTWARE shall be used solely in accordance with the terms of this Agreement and solely for your benefit and (b) the contractor shall be liable to GTT for any breach by it of this Agreement, (iii) you hereby agree and acknowledge that you will be liable for any and all actions or omissions of the contractor with respect to the use of the SOFTWARE, as if such actions or omissions were your own.

3 License Term

This Agreement shall continue until the earlier of (i) any termination as provided in this Agreement, or (ii) the expiration of the Agreement as set forth below.

3.A Term Licenses

You hereby acknowledge and agree that this Agreement will expire automatically at the end of the Term. However, if you have not acquired a perpetual license, subject to GTT's acceptance, you may continue the Term for an additional period by remitting the then-current applicable license fee to GTT. You hereby acknowledge and agree that the SOFTWARE may stop working and become unusable unless you pay the license fee and, if applicable, are provided with new authorization codes. Any use of the SOFTWARE after the Term expires will violate the terms of this Agreement. If you have purchased Software Service, you understand and agree that the support for the SOFTWARE will only continue for the amount of time specified in your purchase order for Software Service. After such time, you may continue to purchase Software Service at GTT's then current price, provided that Software Service is offered.

3.B Perpetual Licenses

Pursuant to a perpetual license, you have the right to use the SOFTWARE indefinitely, subject to the termination provisions in this Agreement. Software Service is included for 12 months starting at the date of purchase of the License. After such time, you may continue to purchase Software Service at GTT's then current price, provided that such Software Service is offered. You understand and agree that support for the SOFTWARE will terminate unless you continue to purchase Software Service after the specified amount of time has expired.

3.C Termination

This Agreement shall automatically terminate upon failure by you to comply with its terms.

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3.D Effect of Termination or Expiration

Upon termination or expiration of this Agreement, regardless of the reason, the license grants contained herein shall terminate and you must immediately cease all use of the SOFTWARE and immediately destroy all copies of the SOFTWARE, provided however that you must deliver the SOFTWARE and all copies to GTT if GTT has so demanded prior to such destruction. Sections 11, 12, 14, 15, 16, 17 and 18 and the Feedback license to GTT under Section 2.C, of this Agreement, shall survive any expiration or termination of this Agreement.

4 Restrictions

You may not: (i) reverse engineer, decompile, or disassemble the SOFTWARE (except to the extent such foregoing restriction is expressly prohibited by applicable law); (ii) use the SOFTWARE to gain access to unencrypted data in a manner that defeats the digital content protection provided in the SOFTWARE; (iii) sub-license, lease, lend, or rent the SOFTWARE; (iv) (other than as expressly permitted under this Agreement) disclose in whole or in part, distribute in whole or part, modify, or create derivatives of the SOFTWARE or distribute or publish applications created with the SOFTWARE; (vii) take any action that results in any of the SOFTWARE being subject to an Excluded License; or (viii) directly or indirectly, export, re-export, download, transmit, or ship the SOFTWARE in violation of Section 18. or otherwise in violation of any applicable laws or regulations, including those of the U.S., the European Union or the jurisdiction in which you use or are downloading the SOFTWARE. Further, all uses of the SOFTWARE shall be in accordance with the applicable documentation that accompanies the SOFTWARE and not in any manner intended to (or that) circumvents such documentation or the intent of this Agreement. Except as expressly permitted in Section 2, under no circumstance is "floating," shared, or concurrent use permitted under this Agreement. Additionally, the use of the SOFTWARE is intended only for use with content owned by the user, public domain content or properly licensed content. You may require a patent, copyright, or other license from a third party to use this SOFTWARE or to serve or distribute files to be used with the SOFTWARE. You agree that you shall only use the SOFTWARE and documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the SOFTWARE and documentation, including applicable restrictions concerning copyright and other intellectual property rights. You may not use the SOFTWARE in an attempt to, or in conjunction with, any device, program or service designed to, circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

5 Transfer

The license is non-transferable and you may not, without the prior written consent of GTT or its affiliates, distribute or otherwise provide the SOFTWARE to any third party or (with respect to a VLP License or a Surviving VLP License) to any of your sites or facilities not expressly identified in the applicable documents from GTT.

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Should GTT consent in writing to a transfer you may transfer the SOFTWARE to a third party or, with respect to VLP license, to a site not identified in applicable documentation provided that you notify GTT in writing of such transfer (including the name and location of such third party), such third party accepts the terms and conditions of this Agreement, and after such transfer, you do not retain any copies of the SOFTWARE (including all Upgrades that you may have received) nor retain any of the written materials accompanying the SOFTWARE. GTT may, in its discretion, charge you a fee for the transfer of the SOFTWARE.

6 Upgrades

Additional Licenses for Prior Versions. If the SOFTWARE is an Upgrade, you may only use the SOFTWARE if: (i) you have (at the time you receive the Upgrade) a valid license to use the pre-existing SOFTWARE (the "Pre-existing License") and (ii) the Upgrade was provided to you in accordance with the Limited Warranty noted below in Section 10 or provided to you as part of the Software Service for which you have paid applicable fees. The license agreement accompanying the Upgrade (the "Upgrade License") applies to your use of the Upgrade; provided, however, (i) you may only install and use the Upgrade on those computers on which you are authorized to use the pre-existing SOFTWARE pursuant to the Pre-existing License and (ii) in no event may you run both the Upgrade and the pre-existing SOFTWARE concurrently. Further and with respect to any SOFTWARE delivered and licensed under this Agreement ("Delivered SOFTWARE"), you may elect to install and use a pre-existing version of the applicable SOFTWARE (rather than the Delivered SOFTWARE); provided, (i) you have an authorized copy of the pre-existing version of the Delivered SOFTWARE, (ii) all use will be pursuant to and in accordance with this Agreement (including the license type acquired for the Delivered SOFTWARE), and (iii) that notwithstanding anything in this Agreement to the contrary, in no event shall GTT be required to support any versions of the SOFTWARE (including providing applicable software key codes or hardware keys) other than the then latest version of the Delivered SOFTWARE.

7 Multiple Versions (CD-ROM/DVD-ROM Media)

If the SOFTWARE is distributed on a CD-ROM or DVD-ROM containing multiple versions of the SOFTWARE for use in different environments, you may only use one version of the SOFTWARE.

8 Software/Hardware Key

If the SOFTWARE requires a software key code or a hardware key, you acknowledge that the SOFTWARE will not function without a certain, unique software key code or hardware key. This software key code or hardware key will be furnished to you by GTT and you agree that such software key code and hardware key is to be used solely with the SOFTWARE for which it is provided. While GTT may (in its sole discretion) provide you with the applicable key prior to receipt from you of the applicable license fees, you will remain obligated to pay such fees to GTT.

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9 Copyright; No Other Licenses

The SOFTWARE, and all copies of the SOFTWARE, are owned by GTT or its suppliers and are protected by applicable copyright laws and international treaty provisions. The SOFTWARE, and copies thereof, are licensed only, and are not sold or leased. Therefore, you must treat the SOFTWARE like any other copyrighted material. You may, however, (i) make a reasonable number of copies of the SOFTWARE solely for backup or archival purposes and (ii) make a reasonable number of copies of the documentation that accompanies the SOFTWARE solely for your internal use in connection with your use of the SOFTWARE. In no event may you remove or alter any copyright, patent, trademark, or other legal notices or disclaimers that exist in the SOFTWARE. All rights not expressly granted to you in this Agreement are reserved to GTT. Further, and without limiting the foregoing, no license or any right of any kind (whether by express license, implied license, the doctrine of exhaustion, or otherwise) is granted under any GTT patents (whether identified herein or not) or other intellectual property right of GTT with respect to any other product(s) of GTT or of any third party, including the right to use any of these other products.

10 Limited Warranty

Except for SOFTWARE provided under an evaluation license which SOFTWARE is provided without warranty, GTT warrants, for your benefit alone, that for a period of ninety (90) days from the date the SOFTWARE is shipped to you (or, if downloaded, from the date the SOFTWARE is first downloaded by you) (i) the SOFTWARE will perform substantially in accordance with the accompanying documentation, and (ii) the medium on which the SOFTWARE is recorded will be free from defects in materials and workmanship under normal use and service ("Limited Warranty"). Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Some states/jurisdictions do not allow limitations on duration of an express or implied warranty, so the above or any other limitation provided herein may not apply to you. In such event, such warranties are limited to the minimum warranty period allowed by applicable law. You must obtain a Return Material Authorization number from GTT before returning the SOFTWARE under warranty to GTT and you agree to pay expenses for shipment to and from GTT. The Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, misapplication, improper calibration by you, third party products (i.e., hardware or software) used by you which are not intended by GTT for use with the SOFTWARE, utilization of an improper hardware or software key (if applicable), or unauthorized maintenance of the SOFTWARE.

11 Customer Remedies

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17 Compliance

A. You agree to make all applicable records available for review by GTT during your normal business hours so as to permit GTT (upon reasonable notice to you) to verify your compliance with the terms and conditions of this Agreement. Further, if you are a business or other entity, you agree that upon the request of GTT or GTT's authorized representative, you will promptly document and certify in writing to GTT that your and your employees' use of the SOFTWARE complies with the terms and conditions of this Agreement. GTT may (upon written notice) inspect your use of the SOFTWARE during your normal business hours to ensure your compliance with this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees due and payable to GTT, you shall (i) immediately pay such amounts to GTT; and (ii) reimburse GTT for the cost of such inspection.

B. You agree that the SOFTWARE may collect and communicate certain software, hardware, and use information to GTT's (or its service providers') servers for the purposes of (i) checking for and performing any updates, (ii) ensuring that you have complied and are complying with the terms and license conditions in this Agreement, including your use of valid software key codes or hardware keys or both, and (iii) GTT's internal product development. The information collected and communicated does not include any proprietary application data. GTT will not provide any of the information to any third party except as required (i) by law or legal process, or (ii) to enforce compliance with the terms and license conditions in this Agreement, including your use of valid software key codes or hardware keys or both.

18 General.

A. This Agreement is governed by the laws of Sweden, exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law; and (ii) the non-exclusive venue for all actions under this Agreement shall be in the courts located in Stockholm, Sweden and the parties agree to submit to the jurisdiction of such courts.

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B. This Agreement (and if applicable the VLP Documentation) constitutes the complete agreement between you and GTT regarding the SOFTWARE and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and GTT relating to the subject matter of this Agreement. If there is a conflict between the terms and conditions of this Gefle Testteknik AB Software License Agreement and any applicable Specific Product Addendum, the terms and conditions of the Specific Product Addendum shall prevail and control with respect to the SOFTWARE product(s) to which the Specific Product Addendum applies. If there is a conflict between the terms and conditions of this Agreement and the VLP Documentation the terms and conditions of this Agreement shall prevail and control. GTT's applicable standard Terms and Conditions of Sale shall apply as applicable with respect to any technical support services provided as part of the Software Services, however that in any event the provisions of this Agreement shall apply and control with respect to any Upgrades or other SOFTWARE which may be provided as part of or in connection with any such services. No delay or omission by GTT to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by GTT of any breach of any provision hereof shall not be construed to be a waiver of any succeeding breach of that provision or of any breach of any other provision. No modification of this Agreement shall be effective unless set forth in a writing signed by a duly authorized representative of you and GTT. The word "including" as used in this Agreement shall be understood as meaning "including without limitation". If you are unable to access the internet to view any of the web pages referred to in this Agreement, you may request the information from GTT.

C. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney fees and court costs. If any provision of this Agreement is held invalid, the offending clause will be modified so as to be enforceable and, as modified, shall be fully enforced, and the remainder of this Agreement will continue in full force and effect.

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