

Software License Agreement

By accepting this Software License Agreement and/or by using the SOFTWARE, you (hereafter referred to as 'Customer') are agreeing to be bound by all terms and conditions of this Software License Agreement with Pricer AB (publ) (hereafter referred to as "Pricer"). To the extent that other terms and conditions have been expressly agreed on in writing between Customer and Pricer with respect to the subject matter of this Agreement, such other terms and conditions shall prevail.

If you do not agree to the terms and conditions of this Agreement, promptly return the package and the accompanying items (including written material) to Pricer. Upon such receipt, all payments for the SOFTWARE will be promptly refunded.

Definitions

For purposes of this Agreement, the following are defined terms:

1. "SOFTWARE" means the proprietary computer program(s) Pricer Server.
2. "DOCUMENTATION" means all manuals and support material provided with the SOFTWARE and corresponding SOFTWARE DOCUMENTATION that can be ordered separately.
3. "Use" means to install the SOFTWARE into the permanent memory (e.g. hard-disk, CD-ROM or other storage devices) or to load it into the temporary memory (e.g. RAM).
4. "STANDARD CONFIGURATION" means the default, non-customer adapted functionality of the SOFTWARE.
5. "CUSTOMER CONFIGURATION" means any agreed customer adapted functionality under agreement with Pricer.
6. "ADDITIONAL FEATURES" mean any functionality or configuration of the SOFTWARE not comprised by the STANDARD CONFIGURATION and CUSTOMER CONFIGURATION.

License Grant

Pricer hereby grants the Customer, and the Customer hereby accepts, a non-exclusive and non-transferable license to use the STANDARD CONFIGURATION, and in the event agreed with Pricer and paid for in accordance with the agreement, the CUSTOMER CONFIGURATION of the SOFTWARE and DOCUMENTATION for its internal business purposes only. You may use the SOFTWARE only according to the terms and conditions of this license. While you own the disk on which the Pricer SOFTWARE is recorded, Pricer retains ownership of all copies of the SOFTWARE itself and reserves all other rights not expressly granted to you. The license comprises such patches and modifications that Pricer, at its sole discretion, makes available to Customer from time to time. The use of Apache and MySQL are subject to the terms and conditions of The Apache Software foundation and MySQL AB which accompany the SOFTWARE and which are available at <http://www.pricer.com/licenses> and which hereby are included and incorporated into this agreement by this reference. To the extent that Pricer sublicenses any other third party software, the use thereof is subject to such third party's terms and conditions, which accompany the SOFTWARE and which is hereby included and incorporated into this agreement by this reference, if any.

Proprietary rights

The SOFTWARE, including STANDARD CONFIGURATION, CUSTOMER CONFIGURATION, ADDITIONAL FEATURES and DOCUMENTATION are owned by Pricer or its suppliers and are protected by copyright laws and international treaty provisions. To the extent that proprietary products and product names and trademarks are referred to, such names and trademarks are owned and/or held by their respective companies. These companies include, but are not limited to, Microsoft Corp., MySQL AB, and The Apache Software foundation.

You May:

1. Use the SOFTWARE on one single personal computer at a time.
2. Make one (1) copy of the SOFTWARE strictly for backup, archival or security purposes; provided, however, that you reproduce on each copy the Pricer copyright notice and all other proprietary legends appearing on the original copy.

You May Not:

1. Distribute copies of the SOFTWARE beyond the licensed number of copies or to people who are not employees of your direct company or affiliated companies.
2. Alter, modify, copy or adapt any part of the SOFTWARE or DOCUMENTATION without previous consent in writing from Pricer. You may not reverse engineer, de-compile or disassemble the SOFTWARE.
3. Lend, rent out, sub-license, re-sell, lease or translate the SOFTWARE or DOCUMENTATION, in its entirety or in part.
4. Use the SOFTWARE to provide services to any third party as a service bureau or otherwise.
5. Use any component program of the SOFTWARE independently of the other components unless expressly permitted by the owner of such component.
6. Use the SOFTWARE to print labels exceeding 6 sq inches in size, unless you have obtained a license specifically allowing such use.

Cancellation

If the Customer fails to fulfill his obligations when using the SOFTWARE, or if Pricer is obligated to cancel any outstanding licenses to or otherwise cease the use of any of third party SOFTWARE component, regardless of the reason therefore, Pricer may notify the Customer in writing of the immediate cancellation of his right to use the SOFTWARE. The customer shall, in such case, not be entitled to any refund of fees paid or, to the maximum extent permitted under applicable law, any damages for any damage caused by the cancellation.

Limited Warranty and Customer Remedies

In accordance with the Pricer Limited Warranty attached hereto, which is hereby included and incorporated into this agreement by this reference.

Infringement Indemnity

Pricer shall, at its expense, defend and indemnify the Customer against any claim that the SOFTWARE or the Customer's Use thereof in accordance with this Agreement violates a trade secret or copyright, provided that Customer (a) gives Pricer prompt written notice of any claim, (b) allows Pricer to have full control of the defence and settlement of the claim, and (c) provides Pricer with the authority, information, and assistance that Pricer deems reasonably necessary for the defence or settlement of the claim. In connection with any such claim of infringement, Pricer shall, at its sole option, (a) replace the SOFTWARE with equally suitable software free of infringement, (b) modify the SOFTWARE to make it free of infringement, (c) procure at no additional cost to the Customer the right to continue to use the SOFTWARE or (d) direct the Customer to terminate the use of, and return, the SOFTWARE and DOCUMENTATION and refund the Customer for the license fees paid for use of the SOFTWARE, less a reasonable charge for the time during which Customer has had possession of the SOFTWARE based on a linear depreciation assuming a useful life of three years. In the event that Pricer, in connection with the settlement of any claim of infringement, directs the Customer to terminate the use of the SOFTWARE, or in the event of a final, non-appealed or irrevocable injunction against the Customer's use of the SOFTWARE by reason of infringement, the Customer shall terminate the use of, and return, the SOFTWARE and DOCUMENTATION and Customer's remedies shall be limited to a claim for damages required to be paid by the Customer for the infringement and for a refund of the license fees the Customer has paid for the use of the SOFTWARE less a reasonable charge for the time during which Customer has had possession of the SOFTWARE based on a linear depreciation assuming a useful life of three years. Notwithstanding the foregoing, Pricer shall take no liability for any claim of infringement to the extent that it is based on modification of the SOFTWARE other than that done by Pricer, with or without authorization, or combining the SOFTWARE with other software or hardware not supplied by Pricer. THIS SECTION SETS FORTH PRICER'S ENTIRE LIABILITY AND THE CUSTOMER'S ENTIRE REMEDIES WITH RESPECT TO INTELLECTUAL PROPERTY RIGHT INFRINGEMENTS OF ANY KIND.

General

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no promises, covenants or undertakings are made other than those expressly set forth herein. This Agreement will become effective as soon as the sealed SOFTWARE package(s) is(are) opened.

In the event of any conflicts or contradictions between different language versions of this Software License Agreement, the version in the English language shall be the legally binding one.

If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

In the event that taxes of any kind, based on this Agreement in its entirety or in part, other than taxes based on net income of Pricer, are payable or paid by Pricer, the amount of such taxes shall be reimbursed by the Customer to the appropriate authority or to Pricer upon written demand.

AccessVia, Inc. shall be an intended third-party beneficiary with respect to the terms and conditions of this Agreement as they pertain to the software components of AccessVia included in the SOFTWARE. Without limiting the generality of the foregoing, AccessVia shall have the right to enforce the terms and conditions of this Agreement directly against Customer as they pertain to the software components of AccessVia included in the SOFTWARE.

Governing law and Arbitration

This Agreement shall be governed by and constructed in accordance with the laws of New York (excluding its conflict of laws principles).

Should you have any questions about this Agreement, please write or call:

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