

# END-USER LICENSE AGREEMENT

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS PROGRAM INSTALL OR PURCHASE.

This End-User License Agreement ("**EULA**") constitutes a legal and binding agreement between Touchtech AB, corporate identification no. 556749-5006, Västra Hamngatan 1, 411 17, Gothenburg, Sweden, e-mail: support@touchtech.com (hereinafter "**Touchtech**") and you, either an individual or a single entity, (hereinafter the "**Licensee**").

Touchtech and the Licensee are individually referred to as a "**Party**" and jointly as the "**Parties**".

This EULA contains the terms and conditions in relation to the software product Touchtech Lima described in the product specification set out in **Appendix 1**, including any associated software components, media, printed materials and "online" or electronic documentation (hereinafter referred to as the "**Software Product**").

By purchasing, installing, copying, or otherwise using the Software Product or any part thereof, the Licensee agrees to be bound by the terms and conditions of this EULA.

This EULA represents the entire agreement between the Licensee and Touchtech and supersedes any prior arrangement, agreement, proposal, representation or understanding between the Parties (it being noted however that a Licensee that is also a distributor or reseller may have entered into additional agreements with respect to the marketing and distribution of the Software Product, such as a reseller agreement). If the Licensee does not agree to the terms of this EULA, **do not purchase, install or use the Software Product**.

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

The Software Product is licensed, not sold.

## 1. GRANT OF LICENSE

Touchtech grants the Licensee a limited, non-exclusive, non-transferrable, license to the Software Product pursuant to either section a), b), c) or d) as specified by Touchtech or, in connection with marketing and distribution of the Software Product by a distributor or reseller, as specified by the distributor or reseller:

a) **Non-commercial Evaluation License.**

Touchtech grants the Licensee the right to install and use the Software Product on one (1) computer, for a limited period and for non-commercial purposes only in order to be able to evaluate the Software Product (the limited period consists of ten (10) days or any other limited number of days as specified in advance by Touchtech or any of Touchtech's distributors or resellers). The Service Level Bronze in **Appendix 2** is included.

b) **Non-commercial Partner License for Demonstration Purposes.**

Touchtech grants the Licensee the right to install and use the Software Product on one (1) computer, for non-commercial purposes only in order to be able to demonstrate the Software Product to other

stakeholders and potential clients and customers in connection with the marketing and distribution of the Software Product on behalf of and as agreed by Touchtech under a reseller or distribution agreement. The Service Level Bronze in Appendix 2 is included.

c) **Perpetual Commercial License.**

Touchtech grants the Licensee the right to install and use a copy of the Software Product for commercial purposes on one (1) computer. The Service Level Silver in Appendix 2 is included.

d) **Subscription Commercial License.**

Touchtech grants the Licensee the right to install and use a copy of the Software Product for commercial purposes on one (1) computer during the subscription period. The Service Level Gold in Appendix 2 is included. The Software Product will stop working when the subscription period ends and the EULA is terminated pursuant to Section 5.

Touchtech further grants the Licensee the following:

e) **Transfer of license to another computer.**

Subject to the applicable Service Level as set out in Appendix 2 the Licensee may request a maximum of three (3) transfers to another computer of a license of the Software Product or request unlimited transfers. The Licensee may contact Touchtech's support [support@touchtech.com](mailto:support@touchtech.com) for assistance to transfer the license to another computer.

f) **Backup Copies.**

The Licensee may make copies of the Software Product necessary for backup and archival purposes.

g) **Support Services.**

Touchtech grants the Licensee the right to receive Support Services as set out in Section 3 e). Touchtech offers four levels of service for the Support Services, which are categorized as Bronze, Silver, Gold and Platinum (the "**Service Levels**") and are further set out in Appendix 2.

## 2. CONSENT TO USE DATA

The Licensee agrees that Touchtech may collect, process and use technical data and related information (which for the avoidance of doubt are not user specific data), including but not limited to technical information about Licensee's device, its system, the licensed Software Product, and peripherals, to facilitate the provision of software upgrades, license management, product support and other services to the Licensee (if any) related to the Software Product. The Licensee acknowledge and agree that Touchtech may collect, process and use this information as long as the information is in a form that does not personally identify the Licensee (if Licensee is an individual), to evaluate and/or improve its products or to provide services or technologies to the Licensee.

User specific data will only be collected, processed and used by Touchtech or its partners in accordance with the Swedish Personal Data Act (Sw. Personuppgiftslag (1998:204)) or any other applicable law with respect to personal integrity.

## 3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a) **Maintenance of Copyright Notices.**

The Licensee must not remove or alter any copyright notices or any other proprietary rights notices on any copies of the Software Product or on any associated software components, media (such as example/default content), printed materials and "online" or electronic documentation.

The License shall further, to the extent it is within the Licensee's control, procure that Touchtech's right and title in and to the Software Product are protected and preserved.

b) **Distribution.**

The Licensee may not distribute any copies of the Software Product to third parties, including but not limited to, all the graphical elements that are included as example/default content unless the Software Product was bought for the purpose of resale under a reseller or distribution agreement.

c) **Prohibition on Reverse Engineering, Decompilation, Disassembly etc.**

The Licensee may not, directly or indirectly, modify, alter, update, reverse engineer, decompile, disassemble, or otherwise try to derive source code or equivalent information from the Software Product, except and only to the extent that such activity is expressly permitted by applicable mandatory law.

d) **Rental, transfer etc.**

The Licensee may not sub-license, assign, sell, rent, lease, outsource, distribute, lend or otherwise transfer to a third party any license of the Software Product (or part thereof) without the prior written consent by Touchtech. Further, the Licensee may not assign the EULA or any of its rights and/or obligations of the EULA without the prior written consent by Touchtech. However, the Licensee is permitted to rent and lease the Software Product to any of Licensee's customers if the Service Level Gold or Platinum applies as set out in Appendix 2.

The License shall not use or access the Software Product or any part thereof to develop a similar or competitive product or service.

e) **Support Services.**

Touchtech shall provide the Licensee with support services, including but not limited to software upgrades, e-mail support as to the use and functions of the Software Product, license management and other services related to the Software Product as set out in Appendix 2 ("**Support Services**"), such Support Services primarily to be provided by e-mail from Touchtech's official support webpage [www.touchtech.com/support/](http://www.touchtech.com/support/).

The Support Services include only what is specified in Appendix 2. Any other services and the corresponding costs thereto shall be approved by Touchtech in advance and invoiced separately according to the Price List (as defined below). For example, the Support Services does not include any services or costs related to visits at the Licensee's premises, such as travel, accommodation and other expenses for Touchtech's staff, any such visits and costs at all times to be agreed between the Parties in writing in advance. Further, any custom software development that is requested by a Licensee must be approved in writing in advance by Touchtech and shall be invoiced separately according to Price List (as defined below).

Any new or supplemental software code of any nature provided to the Licensee in connection with the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA.

The Licensee acknowledges and agrees that any part of the Support Services and Appendix 2 may be modified, changed or cease to be provided at Touchtech's own discretion. For example, certain Support Services related to an old major version of the Software Product may cease to be provided. In such case

Touchtech may request that the Licensee update to a new version of the Software Product before any Support Services is provided.

f) **Compliance with Applicable Laws.**

The Licensee must comply with all applicable laws regarding use of the Software Product.

## 4. LICENSE FEE AND SUPPORT FEE

The license fee for the license granted under this Agreement and any support fee for Support Services as set out in Appendix 2 shall be paid by Licensee as agreed between Licensee and Touchtech or, in connection with marketing and distribution of the Software Product by a distributor or reseller, as agreed between the Licensee and the distributor or reseller (the fees are respectively referred to as “**License Fee**” and “**Support Fee**”).

The License Fees, Support Fees and any other fees for services are indicated in the applicable price list as provided by Touchtech or any of Touchtech’s distributor or reseller from time to time (the “**Price List**”).

Should the Licensee wish to acquire a certain Service Level or upgrade to another Service Level, *e.g.* Gold or Platinum, then the applicable Support Fee shall be paid accordingly. The first such annual Support Fee shall be payable up-front and within thirty (30) days after the Service Level has been agreed and binding upon the Parties. The relevant Service Level will not be activated before such payment. Thereafter the Support Fee shall be paid annually upon receipt of invoice from Touchtech, which shall be sent four (4) months prior to the end of the initial twelve (12) months term after the Service Level was agreed (the “**Initial Term**”) and any twelve (12) month period commencing upon expiry of the Initial term or any subsequent anniversary thereof (the “**Renewal Term**”). The Licensee may terminate the relevant Service Level, such termination to be sent to Touchtech in writing no later than three (3) months prior to the end of the Initial Term or any Renewal Term.

A License Fee or a Support Fee that is invoiced yearly may be adjusted on an annual basis at a steady annual increase of 2 (two) percent.

In addition, any applicable Support Fee may be subject to an annual adjustment (the “**Adjustment**”). The Licensee shall be informed of the Adjustment no later than four (4) months prior to when the Adjustment comes into effect, typically in connection with receipt of invoice for the Renewal Term. The Licensee has the option of terminating the relevant Service Level if the Adjustment is not accepted, such termination to be sent to Touchtech in writing no later than three (3) months prior to the end of the Initial Term or any Renewal Term.

The License Fee and Support Fee is excluding value added tax (VAT) and any other similar sales taxes and statutory levies that may be applicable, see further Touchtech’s Price List which may be supplied upon request. Any other taxes or levies arising from the use of the license granted and the Support Services (if any) shall be the liability of the Licensee and Touchtech reserves the right to recharge these to the Licensee.

In the event of late payment, penalty interest shall be paid per annum at an interest rate which by 10 percentage points exceeds the reference rate under the Swedish Interest Act (*Sw. Räntelag (1975:635)*).

## 5. TERM AND TERMINATION

The EULA shall be effective and in full force as long as agreed between the Parties according to Section 1.

In the event that a Licensee that is granted a license pursuant to Section 1 d) wishes to terminate the EULA, a written notice shall be sent to Touchtech not later than three (3) months prior to the end of the subscription period. If such termination notice is not sent in time three (3) months prior to the end of the subscription period then the Licensee is obliged to pay the License Fee for the next subscription period.

Without prejudice to any other rights, Touchtech may terminate this EULA with immediate effect and remotely disable the license to the Software Product if the Licensee fails to comply with any of the terms and conditions of this EULA (including for the avoidance of doubt breach of any agreed payment terms and, in respect of a distributor or reseller, in the event of a breach of any other agreement entered into with Touchtech (*e.g.* a reseller agreement)). Touchtech is also entitled to terminate this EULA with immediate effect in the event that the Licensee is declared bankrupt, enters into liquidation or can be assumed to have become insolvent.

In the event of termination, regardless of what form termination takes the Licensee shall, depending on Touchtech's instruction, either return to Touchtech or destroy all copies of the Software Product in the Licensee's possession as well as documentation and other material concerning the Software Product which the Licensee possesses (which for the avoidance of doubt may include marketing material should the Licensee be a distributor or reseller of the Software Product). The Licensee shall thereafter certify in writing that the Licensee is not in possession of the Software Product or any related documentation and material.

## 6. INTELLECTUAL PROPERTY RIGHTS

All title, including but not limited to copyrights and all other intellectual property rights (which shall include, but not be limited to, all patents, patent applications, inventions (whether patentable or not), trade secrets, know-how, technical data, design, software (including source code, object code and algorithms), trademarks, logos and any similar or equivalent rights to any of the foregoing rights throughout the world), in and to the Software Product and any copies thereof are owned by Touchtech or, if applicable, its suppliers and partners. Licensee acknowledge and agree that nothing in this EULA shall be construed or interpreted as granting the Licensee any title or ownership in or to the intellectual property rights embodied in the Software Product. All rights not expressly granted to the Licensee are reserved by Touchtech.

All title and intellectual property rights in and to the content which may be accessed through use of the Software Product is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants the Licensee no rights to use such content.

## 7. NOTICE OF INFRINGEMENT

Licensee shall notify Touchtech promptly in writing of any breach or violation of the EULA or any infringement or suspected infringement of Touchtech's intellectual property rights, or any disclosure or suspected disclosure of Confidential Information (as defined below), of which Licensee is aware.

## 8. WARRANTIES

Touchtech warrants solely for the benefit of the Licensee that the components of the Software Product developed and produced by Touchtech will, for a period of ninety (90) days after delivery by Touchtech (or if applicable by any of Touchtech's distributors or resellers) provide substantially the functionality set forth for such components in the documentation accompanying the Software Product in Appendix 1. Touchtech's sole obligation under the foregoing warranty, and Licensee's sole remedy for breach, shall be for Touchtech to use commercially reasonable efforts to correct any verified failure to provide such functionality. Touchtech further warrants that, to Touchtech's knowledge, the components of the Software Product developed and produced by Touchtech does not infringe any third party intellectual property rights. The limited warranty set forth in this Section 8 shall apply solely to such components as in the form developed and produced by Touchtech and delivered to Licensee, and not to any other components, including those supplied by third parties. The limited warranty will not apply if (i) the Software Product is not used in accordance with this Agreement or any accompanying documentation and instructions related to Software Product and in an appropriate supported environment; or (ii) the Software Product or any part thereof has been modified by any entity other than Touchtech or without Touchtech's prior written consent.

No other warranties: Touchtech makes and Licensee receives no other warranties than as expressly set forth in paragraph 1 above in this Section 8. The Software Product is provided on an 'As Is' basis and to the maximum extent permitted by applicable law Touchtech hereby expressly disclaims and excludes any and all warranties for the Software Product, whether written or oral, expressed or implied warranty of any kind, including but not limited to any warranties of non-infringement, safety, performance, merchantability or fitness for a particular use or purpose. Touchtech does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software Product. Touchtech makes no warranties with respect to any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer malware program.

## 9. LIMITATION OF LIABILITY

In no event shall Touchtech's liability related to the Software Product or this Agreement, including, without limitation, liability for direct damages or any liability under Section 8 (Warranties) exceed the amount paid by Licensee to Touchtech (or if applicable to any of its distributors or resellers), during the six (6) month period before the cause of action alleged to create the liability arose. In no event shall Touchtech be liable for any indirect, special, incidental, consequential (including lost profits, business interruption, loss of data or information) or any other damages based on contract, tort (including negligence), indemnity, strict liability or otherwise. The aforementioned limitations apply even if Touchtech has been advised of the possibility of such damages. Touchtech shall have no liability with respect to the content of the Software Product or any part thereof (including such content generated by

the Licensee and example/default content provided in the Software Product and produced by a third party), including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

## 10. CONFIDENTIALITY

For purposes of this EULA, the term “Confidential Information” means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing Party disclosed under this EULA which is identified as confidential or proprietary at the time of disclosure, or which by its nature is reasonably to be considered as confidential or proprietary.

“Recipient” shall mean either Party with respect to Confidential Information (as defined above) received from or made available by the other Party.

The Parties hereby agree that:

- (i) Software and all related technical and financial information (including the terms of this EULA) furnished in any manner by Touchtech, are and shall be treated as Confidential Information of Touchtech;
- (ii) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing Party to maintain the confidentiality of the Confidential Information;
- (iii) Recipient shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient’s own confidential property;
- (iv) Recipient shall not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a “need to know” basis and provided that such employees, agents or contractors are bound by confidentiality obligations that are at least as protective to the disclosing Party as the ones set out herein. Recipient agrees to undertake whatever action is reasonably necessary to remedy any such breach of Recipient’s confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents, or contractors.

The confidentiality obligations of this EULA shall not apply to any Confidential Information which: (i) Recipient can demonstrate was in its lawful possession before receipt, without any confidentiality restriction; (ii) is or subsequently becomes publicly available without Recipient’s breach of any obligation owed to the disclosing Party; (iii) Recipient can demonstrate by written records was independently developed by Recipient’s employees or contractors without access to or reliance on any Confidential Information of the disclosing Party; or (iv) is lawfully disclosed hereafter to the Recipient without restriction, by a third party who did not acquire the information directly or indirectly from the disclosing Party; or (v) is required to be disclosed pursuant to any court order provided that the

receiving Party shall advise the disclosing Party of such request in time for the disclosing Party to apply for legal protection.

## 11. MISCELLANEOUS

### SEVERABILITY

If any provision of this EULA or part thereof is invalid, this shall not cause the entire EULA to be invalid, instead, the EULA or relevant provision, shall be reconciled, to the extent the invalidity materially affect any Party's benefit or performance under the EULA.

### NO WAIVER

Failure by any Party at any time to request performance of any certain provision of this EULA does not mean that the Party waives or is deprived its right to in the future enforce such provision in the EULA Agreement.

### NOTICES

All notices under this EULA shall be in writing. A notice shall be sent to the other Party by courier, registered mail, e-mail or fax to the addresses set forth in this EULA or any other address which have been notified to the other Party of this EULA pursuant to this Section (it being noted that the Licensee's address is not indicated in this EULA and therefore shall be provided to Touchtech by the Licensee without any delay).

The notice shall be deemed to have been received:

- if delivered by courier: on the date of delivery,
- if sent by registered mail: two business days after the date of mailing, or
- if sent by e-mail, on the date of written acknowledgment of receipt of such e-mail by the recipient (for the avoidance of doubt, delivery receipts, auto-reply messages and other automatically generated e-mails shall not constitute written acknowledgements).

### FORCE MAJEURE

No Party shall be liable for any failure, inability or delay in performing its obligations hereunder if such failure, inability or delay be due to act of God, war, explosion, sabotage, accident, casualty, government law, terrorism, order of regulation, or failure or delays in usual sources of supply of components, raw materials or transportation, or any of other cause beyond the reasonable control of the Party whose performance is prevented or delayed.

Notice shall be given by the affected Party immediately if it becomes aware of any such force majeure event and such Party shall use all reasonable endeavors to mitigate the effects of such event and to resume performance as quickly as possible.

The obligations of the affected Party under this Agreement which are directly affected by such force majeure event shall be suspended for the subsistence of such event.



## 12. GOVERNING LAW AND DISPUTE RESOLUTION

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

Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The arbitral tribunal shall be composed of three arbitrators. The arbitral proceedings shall be conducted in the English language and be held in Gothenburg, Sweden. The Parties undertake, indefinitely, not to disclose the existence of or the contents of any judgement related to or in connection with this Agreement or any information regarding negotiations, arbitration proceedings or mediation in connection therewith. The confidentiality undertaking in this clause shall not apply in relation to information which any of the Parties is required to disclose, retain or maintain by law or any regulatory or government authority of which may be required for the enforcement of a judgement.

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# APPENDIX 1 – LIMA

Applies to Touchtech Lima version 1.22 (major version 1, minor version 22).

## 1. GENERAL

The Software Product is an interactive application that can be run on validly licensed copy Windows 7, Windows 8 or Windows 10 devices, and on Mac devices by using Boot Camp. The Software Product supports a variety of form factors such as tablets, kiosks, tables and walls. For more information about the Software Product, please visit <https://www.touchtech.com/>.

## 2. MINIMUM SYSTEM REQUIREMENTS

- Windows 7, Windows 8 or Windows 10, 64-bit
  - Includes Windows 7 Embedded, Windows 8 Pro and Enterprise, Windows 10 Pro and Enterprise
  - 32-bit can be used but 64-bit is preferred
  - Windows RT, i.e. the ARM-based Windows OS, is not supported
- Processor: Intel Core i5 or equivalent AMD processor
- Memory: 4 GB (8 GB or more is preferred.)
- Graphics card: 1 GB graphics card – Intel HD (5000+), AMD or NVIDIA. (A dedicated graphics card is preferred.)
- Screen resolution: 1920 x 1080 pixels or 3840 x 2160 pixels (16:9 aspect ratio)
- Any touch device with Microsoft® Windows® 7, 8 or 10 certified touch drivers
- Any pen device with Microsoft® Windows® 7, 8 or 10 certified pen drivers

Mac OS X is not natively supported. However, the Software Product works well with Apple Boot Camp.

A multitouch screen is not required. However, without a multitouch screen only single-touch actions can be simulated through the click and drag actions of a mouse.

## 3. COMPONENTS

The Software Product includes two applications:

- Touchtech Lima – the main application
- Touchtech Lima Configuration – the configuration application, which allows you to adjust features, setup content, customize appearance and general settings.

## 4. LICENSING

The Software Product requires a license to run. The license is linked to the device it was installed on. The Software product license is managed in the configuration application.

## 5. SETUP AND DEPLOYMENT REQUIREMENTS

In order to deploy the Software Product an Internet connection is required.

License activation requirements:

- Internet TCP/IP connectivity for port 443 (HTTP over SSL/TLS)

- System time must be properly set

Further instructions can be found at <https://www.touchtech.com/getstarted/>.

## 6. LANGUAGE SUPPORT

The Software Product is available in English. Content can be in any language.

## 7. DEFAULT EXAMPLE CONTENT

The Software Product installer comes with example content (pictures, videos, pdf etc.) that are intended to be used only for demonstrational purposes. Changes or reselling this content outside the Software Product is not allowed. The Licensee may remove the example content for commercial use.

## 8. LIMITATIONS

- Content
  - Recommended number of files for optimal use are up to 600
  - The more files that are loaded, the longer it will take to load, generate and synchronize new files or generate the screenshot
  - The user must enter an Account to load all the files from the selected content source
  - To start the download process of files from Dropbox the user must enter an Account
- Pick n Flick to extended display
  - Only one external display (Windows settings) is supported
  - A dedicated graphics card is recommended for optimal performance. The higher display resolution or resolution of video content the better graphics cards will be needed.
- Web browser
  - Videos in the web browser cannot be played in full screen (i.e. using YouTube)
  - Only open source video formats are supported in the web browser
  - HTML5 and Flash are supported however, some features may be missing or differ in the way touch input works for websites.
- Installation
  - Export and load configurations is not supported
  - The Software will migrate configuration of settings and content however if not successful a clean install is required

# APPENDIX 2 – SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) contains the terms and conditions in relation to certain services, including software upgrades and license management as well as transfer to another computer of the License pertaining to the Software Product, and which are defined in the EULA as Support Services.

This SLA shall constitute an integral part of the EULA, and unless otherwise provided herein the terms and conditions of the EULA shall also apply to this SLA. Capitalized terms not defined herein shall have the meaning ascribed to them in the EULA.

## 1. SERVICE LEVELS

Touchtech offers four levels of service for the Support Services which are categorized as Bronze, Silver, Gold and Platinum (the “**Service Levels**”). The Service Levels includes the following:

- a) **Bronze Service Level** is included in any license granted pursuant to Section 1 in EULA and includes:
  - (i) E-mail support with Low Priority.
  - (ii) Access to minor upgrades in major version of Software Product.
- b) **Silver Service Level** pricing according to Price List and includes:
  - (i) E-mail support with Normal Priority.
  - (ii) Access to minor upgrades in major version of Software Product.
  - (iii) Three (3) transfers of the License to another computer.
- c) **Gold Service Level** has an annual fee according to Price List and includes:
  - (i) E-mail support with High Priority.
  - (ii) Access to minor upgrades in major version of Software Product.
  - (iii) Access to future major versions and releases of Software Product.
  - (iv) Unlimited transfers of the License to another computer.
  - (v) Permission to rent and lease the copy of the Software Product to Licensee’s customers.
- d) **Platinum Service Level** has an annual fee according to Price List and includes:
  - (i) E-mail support with High Priority.
  - (ii) Access to minor upgrades in major version of Software Product.
  - (iii) Access to future major versions and releases of Software Product.
  - (iv) Unlimited transfers of the License.
  - (v) Permission to rent and lease the copy of the Software Product to Licensee’s customers.
  - (vi) Phone support with High Priority.

The registration mentioned above and required at [www.touchtech.com](http://www.touchtech.com) for Silver, Gold and Platinum typically means that license key(s), Service Level type, contact details and invoice details shall be provided to Touchtech by the Licensee, or reseller on behalf of the Licensee if applicable.

The Service Level typically follows from the EULA. Should the Licensee wish to acquire a Service Level or upgrade to another Service Level, *e.g.* Gold or Platinum, then the applicable Support Fee shall be paid accordingly.

## 2. SUPPORT SERVICES - REQUEST

To request a Support Service the Licensee shall submit a support enquiry along with the license key through the following means.

- a) **E-mail:** support@touchtech.com
- b) **Support Web site:** www.touchtech.com/support
- c) **Telephone (only Platinum):** Request for a call back through either e-mail or the support web site.

(hereinafter referred to as a “**Request**”)

As follows from Section 1 in this SLA Touchtech offers low, normal and high priority (referred to as “**Low Priority**”, “**Normal Priority**” and “**High Priority**”) response and solution times (the “**R&S Time**”) during the Support Window. The R&S Time is measured from the point in time when the Request is received and by Touchtech to the point in time when, depending on what is applicable, Touchtech communicates an acknowledgement, response or resolution strategy to the Licensee.

- **Low Priority:**
  - Acknowledgement: Within sixteen (16) hours.
  - Solved: Response to the Request is given in less than three (3) days and a resolution strategy (if applicable) is given within five (5) days.
- **Normal Priority:**
  - Acknowledgement: Within eight (8) hours.
  - Response to the Request is given within two (2) days and a resolution strategy (if applicable) is given within three (3) days.
- **High Priority:**
  - Acknowledgement: Within four (4) hours.
  - Solved: Response to the Request is given within one (1) day and a resolution strategy (if applicable) is given within two (2) days.

Support Services are available weekdays 9am – 4pm CET+1 (excluding Public Holidays as defined below) (hereinafter referred to as the “**Support Window**”). The aforementioned time frame only applies and runs during the Service Window. This means for example that if Touchtech receives a High Priority Request at 3pm, an acknowledgement will be communicated to the Licensee no later than 12 noon the following weekday. Where a Request is referred back to the Licensee, such as for a request for more information, or require forwarding to a third party for rectification, the R&S Time will be suspended until responsibility returns to Touchtech.

**Public holidays:** All public holidays as defined in the Swedish act on public holidays (sw. Lag om allmänna helgdagar (SFS 1989:253)) that occur on a weekday, Christmas Eve (24 December) and New Year’s Eve (31 December) and any other day when commercial banks are closed for general banking business (other than Internet banking) in Sweden, such as Midsummer Eve. In addition the Support Services are limited to being available 9am – 2pm CET+1 on the period Monday–Thursday preceding Good Friday.

If the Licensee does not respond within fourteen (14) days after the last interaction between the Parties, the relevant Request shall be deemed to be closed between the Parties without further action unless the Parties have agreed otherwise in writing.

### 3. DEGREES OF SEVERITY

The support function at Touchtech will allocate at its own discretion all Requests a certain level of severity. The categories of severity is low, normal and high, where low is the lowest severity and high is the highest severity. This classification does not affect the R&S Time, but serves to help Touchtech prioritize within each respective category of Requests, *i.e.* Requests with Low Priority, Normal Priority and High Priority.

Low severity is assigned Requests where the use of the Software Product is not affected. The following is examples of Requests that are classified as low severity.

- How do I change the colour of the ink brush?
- How do I add a web browser URL?
- General features requests.

Normal severity is assigned Requests concerning issues that limit the full use of the Software Product, but does not affect the Software Product in a way that makes it crash or become unresponsive. The following is examples of Requests that are classified as normal severity.

- My PDF document is not being loaded; how do I rectify this?
- The Software Product is lagging when I connect a secondary display; how do I rectify this?

High severity is assigned Requests concerning issues that make the Software Product crash and not being able to restart into a functioning state. The following is an example of a Request that is classified as high severity.

- Nothing happens when I try to launch the application; how do I rectify this?

This section 4 is for informational purposes only. Therefore what follows in this section 4 does not in any way constitute an obligation for Touchtech that it must adhere to vis-à-vis the Licensee and the Licensee is not in any way entitled to claim damages, contractual penalties or any other form of compensation based on Touchtech not adhering to the following in this section 4.

### 4. CONTRACTUAL PENALTY

For each time Touchtech fails to comply with the applicable R&S Time pertaining to High Priority Requests, the Licensee is entitled to a reduction of 25 per cent of the annual Support Fee (the “**Reduction**”). Touchtech’s liability, under this section 4, to the Licensee is for each twelve (12) months period limited to a maximum amount corresponding to the total annual fees paid by the Licensee under this SLA.

The Licensee shall have fourteen (14) days from the date of delivery of a High Priority Request (or the date of the closure by Touchtech of such Request as set out in Section 2) to notify Touchtech of any non-compliance with R&S Time and to present, as is reasonable under the circumstances, evidence to support such non-compliance. Unless the Licensee notifies Touchtech of any non-compliance within such time frame, the Licensee shall be deemed to have accepted the relevant Support Service.

The Licensee shall not be entitled to a Reduction in the event that the Licensee has failed to comply with the terms of the EULA or in the event of Force Majeure as set out in Section 11 in the EULA.

The remedy as specified in this Section 4 shall be the sole and exclusive remedy with respect to breaches by Touchtech of the SLA and Touchtech shall not under any circumstances be liable to pay contractual penalties, damages or other compensation, for failure to comply with R&S Time pertaining to Requests.

## 5. MISCELLANEOUS

This SLA constitutes a legal and binding agreement between Touchtech and the Licensee.

Touchtech is only obliged under this SLA to provide Support Services to the Licensee and has no obligation under this SLA to provide Support Services to any third party, including but not limited to, the Licensee's customers or trading partners.

This SLA represents the entire agreement between the Licensee and Touchtech as regards the Support Services, and supersedes any prior arrangement, agreement, proposal, representation or understanding between the Parties. If the Licensee does not agree to the terms of this SLA, do not purchase, install or use the Software Product or any Support Services.

As follows from Section 6 of the EULA all intellectual property rights in and to the Software Product and any copies thereof are owned by Touchtech or, if applicable, its suppliers and partners. Licensee agrees and acknowledges that nothing in this SLA shall be constructed or interpreted as granting the Licensee any title or ownership in or to the intellectual property rights embodied in the Software Product or any intellectual property rights created, prepared or developed as a result of a Request under this SLA, including any title or ownership in any related documentation. All intellectual property rights created, prepared or developed in connection to any custom software development shall exclusively belong to Touchtech, such development to be included in any new version of the Software Product at Touchtech's own discretion. Touchtech does not grant the Licensee any exclusivity of any developed features.

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