

END-USER LICENSE AGREEMENT for IMAGEVAULT

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DEFINITIONS

The "Agreement" – Means this License Agreement and any appendices or separate agreements making it as a part of this Agreement.

The "License" – Means this License Agreement and any appendices or separate agreements making it as a part of this Agreement.

The "Owner" – Meriworks AB, Company Reg. No. 556743-2488, Svensknabbevägen 15, 393 51 Kalmar, SWEDEN

The "Partner" – Means a developer, developing Customized Software using the API provided by the Owner.

The "Licensee" – Means the end user, the physical person or legal entity part of this Agreement.

The "Software" – ImageVault as stand-alone and/or including packages for Episerver (ImageVault Connect for Episerver), SharePoint (ImageVault SharePoint Connect) and Microsoft Office (ImageVault Office Connect) as well as ImageVault Video, and any updates and additions provided by the Owner.

"Customized Software" – Means the Software that has been further developed and customized using the API.

"Documentation" - Means Software documentation, the manuals, user guides and all other relevant material related to the Software provided by the Owner and/or the Partner to the Licensee under this Agreement.

"Intellectual Property Rights" - Means copyright, trademark, patent, design right, trade secrets and all other rights of a similar nature. Intellectual Property Rights also includes and is not limited to pictures, animations, text, video, audio, music and plugins and utilities ("applets") which have been incorporated into the Software and the Documentation.

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“Affiliated Company” - Means any legal entity that is directly or indirectly owning or controlling the Party, or under the same direct or indirect ownership or control as the Party, or directly or indirectly controlled by the Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

“Error” - Means any defect, malfunction or deficiency, which causes an incorrect or inadequate functioning or non-functioning of the Software.

“API” – Means the API provided by The Owner.

“Server(s)” - Means either a Physical Server or a Virtual Server. Server(s) must provide a MAC or IP address to which the Software License(s) is bound.

”Site(s)” - Is a unique collection of content in Episerver associated with one or more domain names, using the same start page, also defined under the Episerver root node.

“Instance(s)” - Means a single (1) Microsoft Azure Web Site instance or a single a single (1) Microsoft Azure Marketplace instance.

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This Agreement shall enter into force when installing and/or using the Software and shall not be limited in time. The Licensee can terminate the Agreement at any point in time. The Agreement will automatically and immediately be terminated, without further notification, if the Licensee is in breach of any part of the Agreement. At time of termination the Licensee shall have the obligation to uninstall and destroy all copies of the Software and all its components and any Documentation provided under this Agreement.

9. Governing law, Disputes and Settlement

This Agreement shall be governed by the substantive law of Sweden.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce.

Where the dispute cannot be settled by mediation, it shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, considering the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be Swedish.

10. General

This Agreement form the entire agreement between the Parties relating to the subject matter hereof. The content of this Agreement and the Underlying Agreement supersede all previous written or oral commitments and undertakings between the Parties. Any changes to the Agreement shall be made in writing. If any part of this Agreement is found to be void, unlawful, or unenforceable, then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

For any questions regarding this Agreement or other questions relating to the Software, please contact:

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