

Terms of use for evaluation purpose (edition March 2019)

1. Subject and Definition

The software is let to the prospective customer, only for the purpose of evaluating the functionalities and the possibilities of use of the software, and for timely limited period. The software is handed over to the prospective customer free of costs. In case the prospective customer decides to acquire the software, the conclusion of an End-User License Agreement is mandatory.

TECHNIA refers to any domestic or foreign company within the "Product Lifecycle Management" division of Addnode Group AB, Hudiksvallsgatan 4 B, 113 30 Stockholm, Sweden.

2. Supply of the software, scope of performance

The prospective customer receives a non-exclusive, non-transferable right, limited in time, to use the software in unamended form. The supply of the software is timely limited from the date of delivery of the required license key. After the period the prospective customer has to de-install the software. The supply of enhanced versions of the software is not in the scope of performance.

The software is surrendered in machine-readable form (Object code) only. The prospective customer shall not be entitled to be provided with a source code of the software. Concurrent Licenses may be operated by the prospective customer within a WAN (Wide Area Network). The prospective customer alone shall be responsible for installation and operation within a WAN.

The prospective customer receives the right to copy the software, but only to the extent required in order to use the software. In particular the prospective customer is allowed to make a backup copy for purposes of the data saving as well as an installation copy on a hard disk of the used computer.

The prospective customer must not use the software to develop software applications for use by third parties or for sale to third parties either in whole or in part, either in stand-alone mode or as components, irrespective of the type and method of sale, provide, hire, lease services in relation to the software, including in particular outsourcing services, instruction or training, services, adaptations or developments, or sub-license the software, modify, adapt, reverse engineer, decompile, disassemble or otherwise decode the software, in whole

or in part, make available, publish or forward test results or benchmarks pertaining to the software.

Copyright remarks, serial numbers as well as other features serving the program identification may not be removed or changed. TECHNIA is proprietor of all exclusive rights of use.

3. Liability

Within the framework of the use free of charge during the period of evaluation the liability of TECHNIA is limited to intent, malice and gross negligence, or the lack of a guaranteed property. A stricter liability is excluded. The liability because of culpable injury of the life, the body or the health remains unaffected as the liability to the ProdHaftG.

4. Warranty

TECHNIA does not assume any liability with respect to the functionalities of software. In particular, TECHNIA does not warrant that the software is free of errors or meets the individual requirements of the use intended by the prospective customer or runs without interruption.

TECHNIA does not warrant that the installation of the software is compatible to the operating system. In case of a loss of data while executing the software, TECHNIA is liable for damages caused by culpable behavior only.

The liability of TECHNIA for material or legal defects of the software, is limited to malice only.