

## **LICENSE AGREEMENT BETWEEN REELL POINT AB (hereinafter named POINT) AND END USER.**

### **1 DEFINITIONS**

1.1

"The program" refers to REELL POINT ABs, application program, POINT, PONT light or POINT smart for Autodesk products, published by AUTODESK ink. This application program is intended for use by architects, structural-, electrical – and HVAC engineers, and other users in the building industry. The program refers to the version designated on the supplied software, as described therein.

1.2

"Documentation" refers to all written material describing the program, as well as instructions, manuals, brochures, illustrations, and all other explanatory materials relating to the program necessary to be able to make accurate use of the program and available for the POINT program.

1.3

"Upgrading" refers to all improvements, modifications, changes, amendments and new versions of the program.

1.4

"License agreement" refers to the agreement entered into between POINT and the END USER with regards to the granting of the program license.

### **2.SCOPE OF THIS LICENSE**

2.1

You may only use the program on one computer at a time.

2.2

The END USER has the right to make one (1) copy of the program and the documentation.

2.3

Neither may the END USER make the program, the documentation or the contents of either available to any third party.

2.4

The END USER may not upgrade the program without written permission from POINT.

2.5

The END USER does not have the right, pursuant to this agreement, to use or to access upgrades of the program POINT offers upgrades of the program through a separate program service agreement.

### **3.PAYMENT**

In order to be granted this license, the END USER is to make payment in accordance with the POINT price list applicable at the time when the license is granted. Said payment is to be made to POINT upon delivery of the program or, if the program is delivered by an POINT dealer.

### **4.COPYRIGHT**

4.1

The program and documentation are owned by, inter alia, POINT. POINT has the exclusive license to market and sublicense the program and the documentation. POINT represents the copyright holders vis á vis the END USER.

4.2

The END USER undertakes, in all respects, to respect the ownership rights and copyright of, inter alia, POINT.

4.3

If a third party should lodge a claim with the END USER alleging that the program and documentation or any part thereof is in violation of any valid patent or copyright, the END USER must immediately inform POINT to this effect.

4.4

POINT undertakes to pay the expenses and any possible damages associated with disputes about or infractions of the patent or copyright of a third party, provided that

(I) the END USER has used the product in accordance with POINT's instructions;

(II) the END USER has informed POINT as stipulated in article 4.3 above;

(III) the END USER grants POINT the right to formulate and pursue the legal action;

(IV) the END USER provides POINT, free of charges, with the necessary power of attorney, information and participation;

(V) expenses or possible damages are based on a final legally binding judgement or be part of a settlement approved by POINT.

4.5

POINT shall in no event be liable for violations of patents or copyright relating to program upgrades carried out in accordance with END USER specifications.

### **5.WARRANTY**

5.1

CADPOINT provides a ninety (90) day's warranty, from the date of delivery on the invoice, with regard to defects in materials and other defects on the program is supplied.

5.2

CADPOINT does not guarantee the function or operational reliability of the program. However, POINT does undertake to attempt to solve the problem as soon as a defect has been discovered, so that the program will be developed and improved during the period of warranty and service agreement, if any.

### **6. REIMBURSEMENT FOR WARRANTY DEFECTS**

6.1

If a defect covered by the warranty in accordance with article 5 is discovered, POINT will provide the END USER with a new program. If POINT cannot provide a new program, or if the new program do not satisfy the terms of the warranty, the END USER may terminate this license agreement and, by returning the license and all other materials received from POINT, be entitled to reimbursement of the price charged in accordance with article 3 above.

6.2

No other reimbursement will be paid by POINT for warranty defects or other program defects than that described under article 6.1 above.

6.3

In no event shall POINT be liable for direct or indirect damage which may occur owing to use of the program or inability to use the program. POINT also disclaims all liability for any damage the program may cause to a third party.

## **7. SUPPORT**

Telephone support concerning the POINT products may be obtained by entering the POINT dealer or his distributor.

## **8. TRANSFER OF LICENSE AGREEMENT**

The END USER has no the right to transfer this license agreement to a third party.

## **9. AGREEMENT PERIOD AND TERMINATION**

9.1

The license agreement commences on the day when the END USER accept the license agreement by installing the program and shall continue thereafter unless and until is terminated in accordance with the provision of this license agreement.

9.2

The END USER may terminate the license agreement forthwith without prior notice by informing POINT in writing of said termination.

9.3

POINT may terminate the license agreement forthwith without prior notice by informing the END USER in writing if the END USER commit any serious or persistent breach of any of the provisions contained herein, for example by failing to satisfy his obligation to pay or by making the program or the documentation available to a third party.

## **10. LEGAL CONSEQUENCES UPON TERMINATION OF THE LICENSE AGREEMENT**

10.1

If the license agreement is cancelled, the END USER is to return to POINT the program, the documentation, all copies of both and all other materials received about the program.

10.2

Upon cancellation of the license agreement, the END USER has no right to use the program or the documentation.

10.3

The END USER is not entitled to any damages or remuneration upon cancellation of the license agreement.

## **11. MODIFICATION OF THE LICENSE AGREEMENT**

There may only be modification or amendment of the license agreement through a written agreement between the END USER and POINT .

## **12. ARBITRATION**

All disputes with regard to interpretation or application of the license agreement or any legal relationships deriving from it are to be settled in accordance with the Swedish Arbitration Act . Arbitration proceedings are to take place in Gothenburg, Sweden.