

LICENSE AGREEMENT FOR SITOO WEB

Valid from September 25, 2010

THIS LICENCE AGREEMENT CONSTITUTE AN INTEGRAL PART OF THE AGREEMENT REFERRED TO HEREIN, WHICH WAS ENTERED INTO BETWEEN SITOO AND THE CUSTOMER AND WHICH PERTAINS TO SITOO WEB, INCLUDING APPLICATIONS, SERVICE AGREEMENT, SUPPORT AGREEMENT AND ANY TRIAL PERIOD.

1. DEFINITIONS

The defined terms used in the Licence Agreement, both above and below, shall have the meaning listed below.

Licence Agreement: The provisions in this document.

The Agreement The Licence Agreement as well as any other agreement entered into by the parties concerning the Software and the Service, including any other documents incorporated into the Agreement by the Parties.

Term of Agreement: The term during which agreements about Sitoo Web and/or Applications, as well as Support Agreement and/or Service Agreement are valid in accordance with the Licence Agreement.

Images: The images included from time to time in the supplementary service, Sitoo Images.

Computer: A computer, workstation, terminal, handheld computer or other electronic device owned by the Customer, or available to the Customer through leasing agreement or similar arrangement, and on which the Software object code can be run.

Site: The web address (URL) where the Applications framework is installed, e.g. www.sitoo.com/se

Customer: The individual or legal entity with whom Sitoo has entered into the Agreement concerning the Software and the Service.

Trial period: The period during which the Customer, as per the Agreement, has access, free of charge, to Sitoo Web and/or Applications for the purpose of considering the purchase of Sitoo Web and/or Applications. This period shall be one month in length, unless otherwise agreed by the parties.

Sitoo: Sitoo AB (Corporate ID 556629-6322), Upplandsgatan 7, 111 23 Stockholm, Sweden, www.sitoo.com.

Sitoo Web: Constitutes Software and Add-ons to which the Customer, against payment of the agreed-upon fee, can be given access, with the user rights described in point 4.2 below.

Applications: Constitutes Applications included in the Sitoo Application Store. During the Term of Agreement, the Customer will get access to some of the Applications free of charge. The Customer will get access to some of the Applications against payment of the agreed-upon fee, with the user rights described in point 4.3.

Support Agreement: Concerns the support described in point 4.6 below, listing the user rights of the Customer, on the condition that the agreed-upon fee is paid. This Agreement can only be entered into by a Customer that has already entered into an Agreement about using Sitoo Web and/or Applications.

Service Agreement: Concerns the service described in points 4.4 and 4.5 below, listing the user rights of the Customer, on the condition that the agreed-upon fee is paid. This Agreement can only be entered into by a Customer that has already entered into an Agreement about using Sitoo Web and/or Applications.

Software: Comprising either Sitoo Web. Unless the Agreement states differently, the Agreement applies to the Software release that Sitoo was marketing as their latest release at the time.

Service: Comprising Support Agreement and Service Agreement.

Licence Fee: Fee for Sitoo Web or one or more Applications

Subscription Fee: Fee for the Term of Agreement during which the Support Agreement and/or Service Agreement are in effect between the Parties.

2. INTELLECTUAL PROPERTY RIGHTS

Sitoo is the sole owner of all intellectual property rights pertaining to the Software, Applications and the Service, including i.a. copyright, database right and other intellectual property rights to e.g. Software, Applications, Images and other material (including documentation, compilations and information) that is provided to the Customer by Sitoo, as well as all amendments, corrections, developments, translations and copies thereof.

Sitoo does not transfer any intellectual property rights to the Customer through the Agreement. Through the Agreement, Sitoo only grants the Customer user rights to the Software, Applications, Images and other material expressly stated in the Licence Agreement.

3. SITOO'S OBLIGATION

Sitoo's obligation under the agreement consists of providing the Customer with access to Sitoo Web and/or Applications. In addition, Sitoo shall, against a fee, provide Support Agreement and Service Agreement to Customers with valid Agreements for using Sitoo Web and/or Applications.

4. SITOO WEB, APPLICATIONS, SERVICE AGREEMENT AND SUPPORT AGREEMENT

4.1 Joint provisions concerning the Customer's user rights

Through the Agreement, the Customer gains non-exclusive, non-transferable and limited rights to using the Software and, where applicable, Applications, Images and other material that Sitoo provides in accordance with the below terms and conditions within the framework of the Agreement between the Customer and Sitoo.

If the Agreement does not contain information about the number of users, the Customer is assumed to have ordered Software and/or Applications for the benefit of one (1) user only.

The Customer is only allowed to install the Software on the number of Computers stated below. Thereafter, the Software is only allowed to be used by the user(s) covered by the Agreement.

If the Customer, in accordance with the Agreement, ordered the Software for the benefit of only one (1) user, the Customer is allowed to install the Software on a maximum of two (2) Computers; on the condition that the computers are used exclusively by the same user.

If the Customer, in accordance with the Agreement, purchased the Software for the benefit of more than one (1) user, the Customer is allowed to install the Software on one (1) Computer with shared access for all users as well as on one (1) Computer per user.

The Customer is only allowed to install Applications on the number of Sites stated below. Thereafter, Applications are only allowed to be used by the user(s) covered by the Agreement.

If the Customer, in accordance with the Agreement, ordered an Application for the benefit of only one (1) Site, the Customer is allowed to install the Application on only one (1) Site.

If the Customer, in accordance with the Agreement, purchased an Application for the benefit of more than one (1) Site, the Customer is allowed to install the Application on the number of Sites covered by the Agreement.

The Images and other material provided by Sitoo, as regards Support Agreement and Service Agreement, according to the terms and conditions below within the framework of the Service ordered by the Customer, may only be used by the user(s) who, in accordance with the above, is allowed to use the Software and/or Applications. The same applies to the Images and other material provided by Sitoo to a limited extent, from time to time, for Customers who ordered Sitoo Web and/or Applications.

As regards the purposes for which the Customer is allowed to use the Software, Applications and Service, and let users covered by the Agreement use the Software, Applications and Service, the following limitations apply to both Sitoo Web as well as to Applications, Support Agreement and Service Agreement. The Customer:

- a) may not copy the Software, Applications or Service or parts thereof unless it is necessary to do so for the Customer to be able to use the Software, Applications and Service in such a way as is expressly permitted by the Software Licence Agreement;
- b) may not modify (change, remove or add) the Software, Applications or Service or parts thereof;
- c) may not remove or change symbols or other markings denoting Sitoo's intellectual property rights concerning the Software, Applications and Service;
- d) may not, other than as a consequence of binding law, decompile, disassemble or in any other way handle the Software, Applications and/or Service or any other objects in order to access the technologies and source code used by Sitoo;
- e) may not, without the express written approval from Sitoo, make available to any third party the Software, Applications or Service, or parts thereof, nor concede their rights according to the Agreement to any third party.

However, the Customer is allowed to edit the Design concept, Images and other material available in the Software, Applications and Service with the tools included in the Software, Applications and Service.

4.2 Sitoo Web

If the Customer entered into an agreement for a trial period for the purpose of evaluating Sitoo Web, the Customer may only use Sitoo Web for the purpose of evaluation during the trial period. The Customer may not, without entering into an agreement for buying Sitoo Web, publish the Websites produced during the trial period online.

If the Customer buys Sitoo Web, the Software, Applications and the included Add-ons may only be used on behalf of the Customer itself.

In distinction to what applies to Sitoo Web trial period, the Customer, when buying Sitoo Web, has the right to publish the Websites produced online, in accordance with this Licence Agreement.

If the Customer buys Sitoo Web, the Customer shall (except during the trial period) as a rule have access to all the Add-ons listed below.

Online Backup with versions management

Online Backup is an Add-on that gives the Customer access to functionality that enables easy back-up of the Website. This Add-on also includes versions management.

Remote Access

Remote Access is an Add-on that gives the Customer access to functionality for updating the Website from several locations.

Multi-user Support and Access Control

Multi-user Support and Access Control are Add-ons that give the Customer access to functionality enabling several users with different access rights to easily update the same Website. This Add-ons shall be used in accordance with the terms and conditions for the number of users above.

Extended Search Engine Optimization

Extended search engine optimization is an Add-on that gives the Customer access to the SEO Navigator feature, which helps the Customer optimize the Website for search engines.

Other Add-ons

The Customer may use these Add-ons only in accordance with the Licence Agreement; for the production of Websites through Sitoo Web and in connection with otherwise permitted publication of such Websites. The Customer may only use these Add-ons for Websites produced through Sitoo Web.

Sitoo may provide additional Add-ons within the framework of Sitoo Web. Access to such future Add-ons may require supplemental agreements, between Sitoo and the Customer, including additional Licence Fees.

4.3 Applications

If the Customer entered into an agreement for a Trial Period for the purpose of evaluating an Application, the Customer may only use the Application in question for the purpose of evaluation during the trial period.

When buying an Application, the Customer has the right to use the Application, in accordance with this Licence Agreement.

4.4 Sitoo Web or Service Agreement

If the Customer ordered and paid the agreed-upon fee for a Service Agreement, the Customer shall, during the Term of the Agreement, as a rule, have access to the Supplementary Services listed below.

Free Updates

The Service Agreement gives the Customer access, at all times, to the latest version of the Software. Normally, there are four updates every year, automatically distributed through the Software.

Sitoo Images

Sitoo Images is a Supplementary Service that gives the Customer access to Images owned by Sitoo, which the Customer may use in accordance with the Licence Agreement, for the production of Websites through Sitoo Web and/or Applications and in connection with otherwise permitted publication online of such Websites. The Customer may only use the Images for Websites produced through Sitoo Web and/or Applications.

Image Effects

Image Effects is a Supplementary Services that gives the Customer access to Image Effects owned by Sitoo, which the Customer may use in accordance with the Licence Agreement, for the production of Websites through Sitoo Web and/or Applications and in connection with otherwise permitted publication online of such Websites. The Customer may only use the Image Effects for Websites produced through Sitoo Web and/or Applications.

Design Concepts

Design Concepts is a Supplementary Service that gives the Customer access to various Design Concepts owned by Sitoo, which the Customer may use, in accordance with the Licence Agreement, for the production of Websites through Sitoo Web and in connection with otherwise permitted publication online of such Websites. The Customer may only use these Design Concepts for Websites produced through Sitoo Web.

Layout Blocks

Layout Blocks is a Supplementary Service that gives the Customer access to various Layout Blocks owned by Sitoo, which the Customer may use, in accordance with the Licence Agreement, for the production of Websites through Sitoo Web and/or Applications, and in connection with otherwise permitted publication online of such Websites. The Customer may only use these Layout Blocks for Websites produced through Sitoo Web and/or Applications.

4.5 Applications Service Agreement

If the Customer ordered and paid the agreed-upon fee for a Service Agreement, the Customer shall, during the Term of the Agreement, as a rule, have access to the Supplementary Services listed below.

Free Updates

The Service Agreement gives the Customer access, at all times, to the latest version of the Application in question. Normally, there are four updates every year, automatically distributed through the Software.

4.6 Support Agreement

If the Customer ordered and paid the agreed-upon fee for a Support Agreement, the Customer shall, during the Term of the Agreement, as a rule, have access to the Supplementary Services listed below.

If the Customer ordered a Support Agreement, Sitoo shall, unless extended Support has been agreed upon, provide e-mail support during weekdays between the hours of 10am and 4pm (UTC/GMT +1 hour) except during lunch (12am -1pm); or holidays. For Sitoo Web with Support Agreement, the e-mail support is limited to 5 support incidents per calendar year. For Applications with Support Agreement, the e-mail support is limited to 5 support incidents per calendar year.

Under the stated conditions, Sitoo shall provide support via e-mail or support forms, for which the response time must be less than 2 weekdays.

Unless otherwise agreed, Sitoo is not obligated to provide support to the Customer if there is no valid Support Agreement.

4.7 Other use is prohibited

The Customer may not, in other ways than the ones listed above use, or make available the use of, the Software, Applications, Images and other material provided by Sitoo within the framework of the Software, Applications and Service purchased by the Customer.

5. AMENDMENTS

Sitoo has the right to amend the contents of the Software, Applications and Service. If the Software, Applications and Service are amended, the amendment takes effect immediately.

However, as regards Sitoo Web, Applications and Service, Sitoo undertakes not to make amendments that significantly impair Sitoo Web, Applications and/or Service in terms of its quality, contents or the Add-ons or Supplementary Services made available to the Customer.

6. LIABILITY AND SUPPORT

6.1 Liability

Sitoo cannot guarantee that the Software, Applications and Service will function faultlessly without interruption, or that Sitoo will correct all errors, if any, in the Software, Applications and Service.

Waiver for Sitoo Web or Applications

Unless otherwise expressly stated in the Agreement, and if the Customer has access to the software Sitoo Web during the Trial period, or to Applications during the Trial Period, or to Sitoo Web and/or Applications without a valid Service Agreement, the Customer has no claims on Sitoo if Sitoo Web and/or Applications, fail to live up to the Customer's expectations, which means that the Customer, irrespective of reason, has no claims of, e.g. reparations, price reductions, annulment or damages.

Limited liability for Service Agreement

Unless otherwise expressly stated in the Agreement and if the Customer buys Sitoo Web and/or Applications with Service Agreement, the Customer only has the right to expect that Sitoo Web and/or Applications will function essentially in such a way as is described in the product descriptions available from the Sitoo website, www.sitoo.com.

If Sitoo Web and/or Applications were to deviate from what the Customer has the right to expect in accordance with the above, Sitoo's liability for the deviation shall be limited to the Customer being allowed to request reparations within the framework of Sitoo's support obligations (described above in point 4.6).

If Sitoo's failure to remedy the deviation constitutes material breach of agreement, the Customer may instead have the right to annul the purchase of the Software and/or Applications in accordance with the conditions below.

Sitoo is not liable for any deviations due to the Customer or the Customer's users, or due to circumstances listed in point 7 below.

7. GROUNDS FOR EXEMPTION

Scheduled maintenance

Temporarily, Sitoo may need to shut down the Software, Applications and/or Service, or parts thereof, for maintenance purposes. Scheduled maintenance that brings about such shut-downs shall be carried out without delay. On the condition that the Customer has been informed in advance and that the maintenance is performed without delay, Sitoo accepts no liability for downtime or other deviations that may arise in connection with scheduled maintenance.

Other grounds for exemption

Sitoo is discharged from liability for the failure to fulfil certain obligations in accordance with the Agreement, as well as for the incorrect performance of such obligations, if the cause of the failure/error is of the kind listed below (Force Majeure).

Force Majeure include e.g. measures or failures by government agencies, new or changed legislation, attrition, industrial dispute, blockade, fire, flood, extensive loss or destruction of data or of property significant importance or other extensive accidents.

If Sitoo wishes to claim discharge of liability as per the above provisions, Sitoo shall, without undue delay, inform the Customer thereof to be able to invoke Force Majeure.

Irrespective of what is stated above about discharge of liability, Sitoo and the Customer both have the right to terminate the Agreement if the fulfilment of a significant obligation has been delayed or incorrect as a consequence of Force Majeure for a period of no less than three (3) months.

8. LIMITATION OF LIABILITY

In addition to the above, Sitoo's liability is also limited as follows:

- a) Sitoo is not liable for indirect losses, such as missing profit, loss of production or turn-over, other losses as a consequence of not being able to use the Software, Applications and/or Service in the intended manner, as well as other similar losses that may be difficult to predict at the effective day of the Agreement.
- b) Sitoo's liability for damages, for breach of agreement and otherwise, is, unless wilfulness or gross negligence on behalf of Sitoo is proven, limited to an amount corresponding to the Licence Fee paid by the Customer for the Software and/or Applications.
- c) Sitoo is only liable for damages to the Customer's property caused by wilfulness or gross negligence by Sitoo or their employees.
- d) Sitoo is not liable for the Customer's loss of data.
- e) Sitoo has not done research into whether the Software, Applications, Images or other material in the Software, Applications and Service constitute infringement of other future rights. Sitoo has no knowledge of, and accepts no liability for, any such infringements.

9. COMPENSATION AND PAYMENT

In compensation for using Sitoo Web and/or Applications, the Customer pays, in advance, Sitoo the Licence Fee as per the Agreement.

In compensation for using Support Agreement and Service Agreement, the Customer pays, in advance, the Licence Fee to Sitoo as per the Agreement.

VAT and any other legislated taxes are added to the Licence Fee and subscription fee for all sales within the European Union, except for Customers with a valid VAT number.

Payment is made according to the instructions and terms of payment on the invoice issued by Sitoo. Any additional charges are paid in accordance with the procedures implemented by Sitoo from time to time.

Sitoo has the right to include a billing charge on all invoices.

In case of late payment, Sitoo has the right to debit interest for default in accordance with the Interest Act, as well as a legal charge for the reminder and, when applicable, collecting fees.

The Customer shall inform Sitoo within reasonable time if they feel the invoice is incorrect. If the Customer, within reasonable time, contests the invoice and presents factual grounds for their case, Sitoo shall grant a respite for payment of the disputed amount until it has been settled. However, any undisputed amounts shall be paid by the due date stated on the invoice. The interest for default is applied to the part of the disputed amount the Customer eventually is deemed liable to pay.

Should the occasion arise, Sitoo has the right to debit the Customer a special fee for actions taken by Sitoo as a consequence of the Customer's misuse of the Software, Applications and/or Service.

10. OTHER CUSTOMER OBLIGATIONS

In relation to Sitoo, the Customer undertakes to ensure that the persons permitted by the Customer to use the Software, Applications and/or Service, use them in accordance with the provisions in the Agreement.

The Customer undertakes to make the Software, Applications and Service, and parts thereof, available only to users covered by the Agreement, as well to ensure that licence key, user name, password and similar assets are stored in a safe manner so as to stop unauthorized use. The Customer is solely responsible for ensuring that any licence key etc. made available to the Customer is not used by unauthorized users. If licence key etc. is lost, or if there is, in any other way, apparent risk of unauthorized use, the Customer is obligated to immediately report this to Sitoo.

The Customer undertakes not to act in any way that may compromise Sitoo's intellectual property rights.

The Customer undertakes not to use the Software, Applications and/or Service in an improper manner, as well as to ensure that any Websites produced and published through the Software, Applications and Service have a content that is not pornographic or racist in nature, nor offensive in other ways; thus the contents of the Website as well as the messages it conveys must be consistent with good practice and current legislation. Furthermore, the Customer is responsible for ensuring that the manner in, or the purpose for, which the Customer uses the Software, Applications and Service does not bring harm to Sitoo or any third party.

The Customer undertakes not to use the Images as brand names or for pornographic, racist or otherwise improper purposes, nor to use the Images in a manner intended to slander or insult a third party.

The Customer is responsible for ensuring that they use approved equipment for the Software, Applications and Service, alternatively other equipment that meets the system requirements as defined by Sitoo (see www.sitoo.com).

The Customer is responsible for the admissibility of all the material that the Customer adds or makes available in their use of the Software and Applications. Material in this context refers to i.a. text, images, sounds, data, video and links on the Internet.

The Customer is obligated to promptly inform Sitoo of any name or address changes.

The Customer undertakes not to use the Software, Applications and/or Service in a manner that is in conflict with Sitoo's other legitimate instructions from time to time, as well as not to use the Software, Applications and/or Service in such a manner so as to cause interruption of services for Sitoo.

11. CUSTOMER DETAILS

Between the parties, Sitoo is permitted to use information received from the Customer about the Customer and the users covered by the Agreement, for the purposes of fulfilling the Agreement and Marketing according to point 12 below. Sitoo may also, complying with the provisions in PUL (the Swedish Personal Information Act), use the received information for the purposes of marketing and customer analyses, developing business and methodology as well as for statistics

The Customer is responsible for ensuring that any consent necessary, according to PUL or other legislation, for such use is obtained in connection with the Customer and its users submitting the information to Sitoo.

The Customer is responsible for ensuring that the information submitted to Sitoo is correct.

A request to amend personal information shall be submitted to Sitoo in writing; see address below the definition of Sitoo above.

12. MARKETING AND INFORMATION

Sitoo and Sitoo Web are registered trademarks belonging to Sitoo. The Customer may only use them with the expressed written consent of Sitoo and only in accordance with Sitoo's instructions.

By entering into the Agreement, the Customer consents to the Customer and its users receiving marketing material and information from Sitoo, either via the Software, Applications or Service as such, or via mail, e-mail etc..

If the Customer no longer wishes to receive marketing material or information from Sitoo, the Customer shall inform Sitoo of this in writing; see address below the definition of Sitoo above.

13. SANCTIONS IN CASE OF CUSTOMER BREACH OF AGREEMENT

In case of the Customer or its users being guilty of breach of agreement, the Customer shall pay to Sitoo compensation for all losses that may befall Sitoo as a consequence thereof, and, if necessary, contribute to Sitoo's attempts to limit the damage.

If the Customer is in breach of their obligations as per the Agreement and does not take steps to rectify this within 10 days from receiving a request for rectification, Sitoo has the right to bar the Customer from further use of the Software and Service until rectification has been made.

If the Customer ordered Sitoo Web, Applications, Support Agreement and/or Service Agreement, Sitoo has the right to bar the Customer from using the Software, Applications and/or Service if payment is delayed, without Sitoo having to keep to the above-mentioned grace period; barring can be maintained until full payment has been made. In this case, the Customer shall pay the fee for the period during which the Service was suspended.

14. TERM OF AGREEMENT AND TERMINATION

Trial period

If the Agreement concerns the Software and/or Applications during a trial period, the Software and/or Applications expire at the end of the trial period unless the Customer, before this date, enters into an Agreement with Sitoo for the purchase of Sitoo Web and/or Applications, whereupon The Term of Agreement below is valid from the effective date of the Agreement. When an Agreement expires, including at the end of a Trial Period if the Customer has not entered into an agreement about the purchase of Sitoo Web and/or Applications, the Customer shall uninstall the Software and/or Applications without delay and return or delete all Images and other material to which the Customer has access.

Sitoo Web

If the Agreement concerns Sitoo Web, the Term of Agreement continues until further notice, unless otherwise specified in the Agreement.

Applications

If the Agreement concerns Applications, the Term of Agreement continues until further notice, unless otherwise specified in the Agreement.

Support and Service Agreements

For Support and Service Agreements, the Term of Agreement is 12 months from the effective date of the Support or Service Agreement, unless otherwise specified in the Agreement. If the agreement is not terminated at least one (1) month before the Term of Agreement expires, the Term of Agreement is extended, unless otherwise specified by special extension agreement, by twelve (12) months at a time with a mutual notice period of three (3) months. When Support and/or Service Agreements expire, the right of the Customer to use the Service or parts thereof also expires, including rights to Images and other material provided by Sitoo within the framework of the Service.

Expiry of Support and Service Agreements in connection with raising the subscription fee

As regards Support and Service Agreements with fixed terms, Sitoo may only raise the subscription fee in connection with extending the Term of Agreement. For the increased subscription fee to be valid, the Customer must have been informed thereof at least one (1) month before the expiry of the current Term of Agreement. If the Customer does not accept the increase, the Customer shall terminate the Support and/or Service Agreement before the expiry of the current Term of Agreement, otherwise the Customer is deemed to have accepted the increased subscription fee.

If the Customer, in accordance with the above, terminates the Agreement, the Customer is not obligated to pay the increased part of the subscription fee for the Support and/or Service Agreement during the notice period.

Other terminations of Agreement

The Customer has the right to annul the Agreement, effective immediately, if Sitoo is guilty of material breach of contract and does not take steps to rectify this within a period of 30 days from receiving a request from the Customer to make such a rectification, or if Sitoo's fulfilment of a significant obligation is delayed or incorrect as a consequence of Force Majeure for a period of no less than three (3) months. If the Customer annuls the Agreement in accordance with the provision above, the Customer has the right to receive repayment of subscription fees for Support and/or Service agreements that have been paid in advance and that pertain to the remaining period of the agreed-upon Term of Agreement after the immediate annulment thereof. In case of annulment, the Customer does not have the right to receive repayment of Licence Fees and Subscription Fees already paid and pertaining to the period of the Term of Agreement before the annulment thereof.

Sitoo has the right to annul the Agreement, effective immediately, if the Customer or their users are in breach of significant obligations in the Agreement and do not take steps to rectify this within a period of 30 days from receiving a request from Sitoo to make such a rectification, or if Sitoo's own fulfilment of a significant obligation is delayed or incorrect as a consequence of Force Majeure for a period of no less than three (3) months. In addition, Sitoo has the right to annul the Agreement, effective immediately, if, in case of delayed payment, the Customer does not make payment in full within 30 days from the due date. If Sitoo annuls the Agreement in accordance with the provisions above, the Customer has no right to claim repayment of fees already paid.

When an Agreement expires, including at the end of a Trial Period if the Customer has not entered into an agreement about the purchase of Sitoo Web and/or Applications, the Customer shall uninstall the Software and/or Applications without delay and return or delete all Images and other material to which the Customer has access.

15. AMENDMENTS TO TERMS & CONDITIONS.

Those Licence Agreement are in effect until further notice.

Sitoo can make amendments to the Software Licence Agreement. Amendments shall be announced no less than one (1) month in advance and takes effect one (1) month after such announcements are made.

If the Customer does not accept an announced amendment to the terms and conditions, of material importance, the Customer has the right to terminate the Agreement with a notice period of three (3) months, on the condition that termination is made within one (1) month from the Customer receiving the amendment announcement.

The Customer also has the right to receive repayment of Subscription fees for Support and/or Service Agreements that have been paid in advance and pertain to the period of the Term of Agreement after the termination; meaning three (3) months after the Customer's termination due to amendments to the terms and conditions, on the condition that the termination is made within one (1) months in accordance with what is stated above. In case of termination, the Customer does not have the right to receive repayment of Licence Fees and Subscription Fees already paid and pertaining to the period of the Term of Agreement before the premature termination thereof.

However, Sitoo has the right to make amendments, binding to the Customer and with no right of termination for the Customer, to the Software Licence Agreement that are induced by changes in legislation or other mandatory requirements. Such amendments take effect immediately after announcement.

16. TRANSFER ETC

The Software, Applications and/or Service cannot be transferred to a third party without the written consent of Sitoo. The customary evaluation will be performed of anyone wishing to take over the Software, Applications and/or Service. No transfer is approved before the Customer has settled any outstanding debts with Sitoo. If the Software, Applications and/or Service are transferred, the withdrawing Customer is responsible for obligations originating before the transfer, and the incoming Customer takes over any responsibilities for obligations originating after the transfer from the withdrawing Customer.

Sitoo has the right to transfer, without the Customer's consent, (a) the Agreement to another company in the same group and (b) Sitoo's claims on the Customer to a third party without the requirement that this party is a company in the same group. Sitoo also has the right to transfer the Agreement without the consent of the Customer, unless there is reason to assume that the company taking over will not fulfil its obligations as per the Agreement in a manner satisfactory to the Customer.

17. NOTIFICATIONS.

Notification to the Customer shall be deemed to have been received no more than three (3) days after the notification was sent by mail to the address last reported by the Customer, in writing, to Sitoo. Notifications sent via e-mail or directly through the Software shall be deemed to have been received by the Customer immediately.

18. CHOICE OF LAW AND DISPUTES

Swedish law applies to this Agreement.

Any dispute concerning the creation, interpretation or implementation of this Agreement, including disputes arising from Customer breach of contract or infringement of Sitoo's intellectual property rights, shall be settled by Swedish courts, the first of which is the Stockholm District Court, or if requested by Sitoo, through arbitration in accordance with the current arbitration legislation, with the arbitration tribunal comprising three arbitrators and the arbitration taking place in Stockholm, Sweden.