

## ELTEK SOFTWARE LICENSE TERMS FOR ELTEK NETWORK UTILITY, ENU

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Please read the Agreement carefully. The Agreement applies to the Eltek software you are installing and the support services you receive, if any. By downloading, installing and/or using the Eltek software, you accept the Agreement. If you do not agree to the terms of this agreement, do not use and immediately uninstall the Eltek software and contact the company from whom you have acquired the software for further instructions and a possible refund or credit.

If you accept the Agreement and other obligations towards Eltek you may have under applicable law or agreements, you have the following rights and obligations:

### 1. SCOPE OF LICENCE

You may install and use one copy of the Eltek software on your computer for the search and batch upgrade of compatible Eltek controllers in a network.

### 2. OWNERSHIP AND RESTRICTIONS

Eltek reserves all other rights and interests, hereunder the copyright and other intellectual property rights, to the Eltek software, and you may use the Eltek software only as expressly permitted in this Agreement. In doing so, you must comply with any technical or other instruction or limitation applicable to the Eltek software, which for example may only allow you to use it in certain ways.

Hereunder, you may not:

- work around any technical limitations in the binary versions of the Eltek software;
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- make more copies of the Eltek software or use it in other manners than specified in this Agreement or allowed by mandatory applicable law, despite this limitation;
- publish the Eltek software for others to use or copy;
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- rent, lease, sublicense or lend out the Eltek software;
- transfer the Eltek software or this Agreement, or any part thereof, to any third party;
- use the Eltek software for commercial software hosting services; or
- in any other way use this software or your rights derived thereof contrary to what is regarded as good business behavior and good faith, paying particular interest to the general interest of and ownership rights to the relevant product and the Eltek software.

This section does not replace any additional limitation or restriction which you are obligated to adhere to under applicable law, regulation or other agreements with or reasonable instructions from Eltek.

### 3. DOCUMENTATION

You may copy and use the user documentation that is part of the software for your internal reference purposes.

## 4. NO OR LIMITED WARRANTY

For the free version of the Eltek software: Eltek makes no representations or warranties with respect to the performance of the Eltek software. You bear the risk of using it and for any direct or consequential effects on your side, including effects for any third parties.

For the payable version of the Eltek software: The Eltek software is licensed “as-is.” You bear the risk of using it and for any direct or consequential effects on your side, including effects for any third parties. Eltek warrants that the Eltek software will perform substantially as described in the Eltek material that you receive in or with the software. However, Eltek does not warrant that the Eltek software will function uninterrupted. This limited warranty applies to the Eltek software for one year after acquired by you. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.

If the Eltek software does not perform as warranted, you must provide a written notice describing the alleged error or defect to Eltek no later than five business days after you detected or must have detected it, together with proof of your purchase. If your finding is an error or defect, then Eltek will at its sole discretion repair or replace the Eltek software at no charge or refund the amount paid for the software, provided you uninstall the software and return the media by which it was delivered and other associated materials such as the documentation. No other warranty is granted. Eltek accordingly excludes warranties or other responsibility for merchantability, fitness for a particular purpose and non-infringement of copyright, trademark or patent rights.

## 5. EXPORT RESTRICTIONS

The Eltek software may be subject to Norwegian, US and other domestic and/or international export laws and regulations, which may include restrictions on destinations, end users and end use. You must comply with such export laws and regulations. For additional information, contact Eltek.

## 6. SUPPORT SERVICES

Eltek offers the following support service for its customers for one year after the software was acquired:

- Access to a FAQ site.
- E-mail support without minimum response time.
- Rectification of errors or defects:
  - o For the free version of the Eltek software: At Eltek’s sole discretion.
  - o For the payable version of the Eltek software: According to the warranty in sections 4.

The support services apply only to the two latest versions of the Eltek software, and not to your hardware (servers and clients), network and communication. Back-up is not included in the Eltek software or any of the support services.

The support services are subject to the limitations in this Agreement, cf. sections 4 and 10, and may be terminated according to section 12.

## 7. PRIVACY

To administrate the Agreement and the support services Eltek may collect and register some information such as: your e-mail and phone numbers, your customer number, date of acquisition, your purchase order(s) and order confirmation(s). When acquired, Eltek also register additional technical information. Eltek will not transfer your personal information to others except for the purpose to fulfill this Agreement. Eltek and its suppliers shall store all personal information in Norway, EU or in accordance to the EU Safe Harbor principles. Additional information of privacy is available on request to Eltek, ref. the Eltek software FAQ site.

## 8. FEES, PAYMENT AND TAXES

You are responsible for the timely payment of all fees accrued, cf. your order confirmation(s). A charge of 2% per month will be accrued on amounts past due.

All amounts payable pursuant to this Agreement are exclusive of VAT or any sales or use or other taxes or governmental charges. You are responsible for payment of all such taxes or charges, except for taxes based solely on Eltek's net income.

## 9. ADDITIONAL TERMS FOR OPEN SOURCE LIBRARIES

The Eltek software includes several open source libraries. By accepting this Agreement or using the Eltek software, you also agree with the following referred terms:

<b>LIBRARY</b>	<b>LICENCE</b>	<b>LICENSE TERMS</b>
Jayrock.Json(Open Source)	GNU LGPL (Lesser General Public License)	<a href="http://opensource.org/licenses/LGPL-3.0">http://opensource.org/licenses/LGPL-3.0</a>
Log4net (Open Source)	Apache License (Project License)	<a href="http://logging.apache.org/log4net/license.html">http://logging.apache.org/log4net/license.html</a>
sharpPDF	GNU LGPLv2	<a href="http://opensource.org/licenses/LGPL-2.1">http://opensource.org/licenses/LGPL-2.1</a>
Extended WPF Toolkit™	Microsoft Public License(Ms-PL)	<a href="https://wpftoolkit.codeplex.com/license">https://wpftoolkit.codeplex.com/license</a>
SSH.NET	New BSD License (BSD)	<a href="https://sshnet.codeplex.com/license">https://sshnet.codeplex.com/license</a>

## 10. LEGAL EFFECT

This Agreement describes certain legal rights and obligations. You may have other rights and obligations under mandatory law. You may also have other rights and obligations with respect to the party from whom you acquired the Eltek software. This Agreement does not change your rights under any mandatory law. If any provision or part of provision under this Agreement is regarded null and void, this shall not affect other parts of or the general validity of this Agreement.

## 11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES

Eltek's maximum liability for loss arising out of or related to this Agreement shall in no event exceed the total amounts paid for the Eltek software. You cannot recover any indirect, incidental, special, punitive or consequential damages or any loss of revenue or profits, data or data use.

## 12. TERMINATION

Eltek shall be entitled to terminate this Agreement partly or in whole with immediate effect if you fail to make payment, cf. section 8, or in the event that any act or omission by you, at Eltek's sole discretion, results in a risk for damage to (including damage to reputation) Eltek or any of its affiliates or suppliers. In the event of the termination of this Agreement, you agree to cease using the Eltek software immediately and then uninstall the software.

The support services may be terminated by giving six month prior written notice.

## 13. CHANGE OF LICENSE TERMS

This Agreement may change from time to time. You are responsible for regularly reviewing the license terms and notices. Your continued use of the Eltek software constitutes your agreement to the current license terms.

## 14. APPLICABLE LAW AND COURTS

This Agreement and any disputes arising in connection with this Agreement shall be governed by Norwegian law, regardless of any national or international conflict of laws principles. Any disputes shall be resolved by Norwegian courts with Oslo district court as legal venue.

## 15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement for the Eltek software, incl. support services (cf. section 6), and replaces all other oral or written communication or agreements.