

1 Terms of Agreement

This document defines the terms of the Software Service Agreement entered into between PROCAD Systems AB (556194-4991), hereinafter referred to as PROCAD and the Customer, which is stated on the invoice, as PROCAD has received and accepted the order from the Customer. The ELPROCAD™ software must be licensed in accordance with PROCAD's General Terms.

2 Scope of the Agreement

A six month Service Agreement (with free support and free software updates) is included free of charge with new sales. A three month Service Agreement (with free support and free software updates) is included free of charge with license upgrade sales. This agreement only applies to software delivered from PROCAD, either directly or through resellers.

In order for the agreement to be valid, the right to use the software is required as dictated by the software license.

In order to use the ELPROCAD™ software based on AutoCAD™ software or any network versions of ELPROCAD™, a valid Service Agreement is required for Customer's all ELPROCAD™ licenses. For Single Licenses, a Service Agreement must be signed for all of Customer's licenses in order for the Service Agreement to be valid. When purchasing additional modules, Service Agreements must be signed if there is Service Agreement for the main product. The agreement will then be added with the same renewal date as for the main product.

3 Customer Rights

A Service Agreement gives the Customer:

- ✓ Support, Extended Help with more in-depth questions and support regarding software functionality and usage. To a limited extent, simpler issues regarding operating systems, printers, networks, etc., that may be required for the use of the software will be answered. The right to support applies only to the latest major version of the specific ELPROCAD™ software.
- ✓ The customer uses the support form on the PROCAD website: <http://www.elprocad.com> in order to request support
- ✓ Version Guarantee, which means that PROCAD provides corrections and all new official versions of the software.
- ✓ Access to the latest version of the software through download from the website or via CD.

4 Customer Obligations

In order for PROCAD to provide service, the Customer is obliged to:

- ✓ In addition to customary information such as software versions, the customer must include license number, etc. and provide a detailed description of the current support case as well as information about the Customer's own efforts and assessments.
- ✓ Any files considered to be useful to PROCAD in its evaluation of the support case should be attached, eg. drawing files, projects and databases
- ✓ The customer understands that support cases that do not contain the above may be delayed.
- ✓ Follow the terms of the software license

- ✓ Sign a Service Agreement for all of Customer's ELPROCAD™ licenses
- ✓ Check and prevent viruses, Trojan horses, etc from affecting computer, operating system, software and data files.
- ✓ Back up data files regularly according to generally accepted principles.
- ✓ Follow the instructions contained in the software manuals and the instructions that PROCAD may have provided.
- ✓ Install the latest version of the software to avoid and correct any errors (within a reasonable time)
- ✓ Appoint one or two contacts and make sure they have knowledge of the software and be familiar with computers and their operating systems. The contact persons shall be responsible for the contacts with PROCAD regarding the Customer's entire licenses.
- ✓ Take note of and, if necessary, act on messages from PROCAD.
- ✓ Provide PROCAD with current company information such as name, postal address, phone number, organization or personal identification number (for individuals) and current e-mail address.

5 PROCAD's Obligations

PROCAD is required to:

- ✓ Normally provide support between 9:00 and 16:00 CET (Central European Time) during weekday weekdays with lunch break from 12:00 to 13:00 CET.
- ✓ Service is performed according to PROCAD's choice via email, internet or telephone.
- ✓ Receive error reports sent via internet / email 24 hours a day.
- ✓ Correct reported product defects that seriously affect the functionality of the software as soon as possible.
- ✓ Correct errors that do not seriously affect the Customer's use of the software or feature in the software, at the earliest, at the next official version of the software.
- ✓ PROCAD reserves the right to determine when and how a product defect is corrected, and by and how a correction should be performed.

6 Limitations on PROCAD's Commitment

- ✓ The agreement does not include training in the software or support that is equivalent to education.
- ✓ Provide instructions as shown in manuals, help texts on the Internet or other media.
- ✓ Support software that is older than the latest main version of PROCAD's software.
- ✓ Correct errors caused by causes beyond PROCAD's control such as power outages, operating system failures, hardware malfunctions, driver malfunctions, malware, Trojan or macro errors.
- ✓ Support due to missing data backup.
- ✓ Errors that arise, for example due to improper handling or improper use, that are not covered by the agreement.
- ✓ Make any customizations of the product.

7 Rates and Payment Terms

The service fee is paid annually in advance. VAT is added. Payment terms are 30 days net. Late interest rate 1% per month. Services not covered by the agreement are charged to the Customer according to the applicable price list.

PROCAD reserves the right to adjust these prices by a price increase. Adjustment is made according to change Swedish Service Production Index (TjPI) Fixed prices, 62 Software Producers (2010 K1 = 100 as base month).

Price adjustments can also be made due to increased costs from eg subcontractor who demands this. PROCAD must give notice of any price change, in addition to index listing, or other major terms change in signed agreement no later than 90 days before the end of the contract period.

8 Period of Agreement

The agreement runs annually. The agreement is extended for 12 months at a time unless a termination has been made no later than 90 days before the end of each contract period.

If the customer chooses not to extend the Service Agreement, the customer will receive any software bug fixes for the current version during two years but receive no new future versions or any free support.

The parties may terminate the Service Agreement at any time. Termination means that the Service Agreement will not be extended. Any advance payment is not refundable.

PROCAD has the right to terminate the Service Agreement with immediate effect if the Customer is in default with fees to PROCAD, has declared bankruptcy or for any reason unable to fulfill its payment obligations.

9 Transfer

It is not allowed to transfer the Service Agreement to third parties without the written approval of PROCAD. The same applies if the Customer becomes merged or bankrupt.

10 Returns

Any return must always be agreed with PROCAD. We usually accept the return of software and Service Agreements until the invoice has expired, the product's packaging is unbroken and the software has not been licensed. PROCAD will charge a return fee.

11 Rental Conditions

A special rental agreement must be signed. The rent includes access to the latest version of rented software and support under the lease. The software will be deactivated end of the rental period and cannot be used. The shortest rental period is 3 months. The rent is paid quarterly in advance.

12 Force majeure

Parts' commitment excludes events outside of Party Control such as war, terrorist acts, labor disputes, tampering, fire, water damage, burglary, government intervention or the like that make or impede Party to perform the service or take necessary actions.

13 Disclaimer

PROCAD disclaims all liability for any personal injury or property damage that may result directly or indirectly from PROCAD's commitment under this agreement. Any compensation may never exceed the fee paid for the Software / Service / Service Agreement fee. The same applies to operational disturbances as well as planned as unplanned.

14 Privacy

Neither Party may disclose any data protected under the Company Secrets Act to any extent other than required due to legislative changes, authority decisions, in order to perform services under this Agreement or if the other party approved the disclosure. The parties undertakes to inform its employees and / or consultants so that privacy is observed.

15 Breach of the Agreement

If the Customer violates the Service Agreement, PROCAD is entitled to terminate the agreement with immediate effect.

16 Current Law

The parties' rights and obligations shall wholly obey Swedish law. In case of dispute concerning the interpretation of the agreement or use of the software, the parties shall attempt to settle the dispute by agreement in good faith. If the dispute is not resolved in this way, the dispute shall be settled by the a General Court with the Västerås District Court as the first instance.

17 Special Terms

17.1 Service Agreement Standard Single

Service Agreements are not mandatory for Single Licenses of ELPROCAD™ software. However, in order to use the Single License Service Agreement, Service Contracts must be signed for all of Customer's ELPROCAD™ licenses.

17.2 Service Agreement Standard Network

Service Agreements are mandatory for all network licenses of ELPROCAD™ software. Service Agreements must also be signed for all of Customer's ELPROCAD™ licenses.

17.3 Service Agreement Extended

For companies with ten (10) or more ELPROCAD™ licenses, there is an option to sign an Extended Service Agreement for all of Customer's licenses, which are based on this agreement. The desired level of service is then governed by the extended agreement signed by both parties.

18 Contracting Parties

The Customer enters an agreement with:

PROCAD	PROCAD Systems AB
VAT nr	SE556194499101
Postal Address	Transformatorgatan 2 SE-721 37 Västerås, Sweden
Phone	+46 21-81 60 00
E-mail	support@elprocad.com

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