

END-USER LICENSE AGREEMENT

IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU, THE COMPANY, OR ORGANIZATION THAT HAS LICENSED THIS PRODUCT ("YOU" OR "CUSTOMER") AND TK ENGINEERING.

READ THIS EULA CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE PRODUCT.

BY INSTALLING AND/OR USING THE PRODUCT, YOU ARE CONFIRMING THAT (A) YOU ARE ALREADY AN "AUTHORIZED USER" OF THE PRODUCT; AND (B) YOU ACCEPT THE PRODUCT AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO THESE TERMS, THEN YOU DO NOT HAVE THE RIGHT AND MUST NOT INSTALL AND/OR USE THE PRODUCT.

WARNING: IMPROPER USE OF THE PRODUCT CAN CAUSE SERIOUS DAMAGE TO PROPERTY AND/OR LEAD TO PERSONAL INJURY. THE PRODUCT MUST ONLY BE USED BY AUTHORIZED USERS AS DEFINED IN THIS EULA. YOU ARE RESPONSIBLE FOR ENSURING THAT ONLY AUTHORIZED USERS OPERATE THE PRODUCT.

Definitions

"Authorized User": An individual in Customers organization that has been authorized and trained by Customer to use the Product.

"Computer": Any computer on which the licensed Product can be installed, like a workstation computer, laptop or mobile device.

"Customer" or "You": The company or organization that has licensed the Product from TK Engineering by entering into a License Contract with TK Engineering.

"EULA" or "End User License Agreement": These license terms, which apply to the Product and which are part of the License Contract between TK Engineering and Customer.

"License Contract": (a) The Customer's purchase order together with TK Engineering's order confirmation in acceptance of such a purchase order; or (b) TK Engineering's offer together with the Customers purchase order accepting such offer; or (c) any other written agreement between TK Engineering and the Customer referring to this EULA; or (d) for evaluation licenses the email delivering the evaluation license together with the Customer accepting this EULA when installing the Product.

"Product": The licensed software, CANtrace.

"TK Engineering" means TK Engineering Oy, a Finnish company with a registered address at Hovioikeudenpuistikko 13 A 3, 65100 Vaasa, Finland, Business ID: FI18225769.

1. Grant of License

- 1.1. TK Engineering grants You a worldwide, revocable, non-exclusive, non-transferable, limited license to download, install and use the Product specified in the License Contract, provided that You comply with all terms and conditions of this EULA.

- 1.2. You may install this Product on any number of Computers, but only one single Authorized User may use the Product at any one time.
- 1.3. Each end user must accept this EULA prior to using the Product. The Customer is responsible for ensuring that all end users accept this EULA before accessing or using the Product. Use of the Product by any person who has not accepted this EULA is strictly prohibited.
- 1.4. You may also store a copy of the Product on a storage device, such as a USB memory or a network server, used only to install the Product on your other Computers.
- 1.5. This license is tied to a specific hardware component, and the Product may only be used together with the licensed hardware. The licensed hardware is a Computer, a CAN interface, or some other hardware component that TK Engineering has assigned the license to, and which is specified in the License Contract.
- 1.6. The Customer's right to use the Product shall be subject to full payment of the license fee, as specified in the License Contract.
- 1.7. TK Engineering reserves all rights not expressly granted to you in this EULA.
- 1.8. The Product is licensed for a fee. The amount and basis of the license fee will be agreed in writing in the License Contract.

2. Updates

- 2.1. This EULA applies to updates, supplements and add-on components of the Product that TK Engineering may provide to you or make available to you after the date you obtain your initial copy of the Product.
- 2.2. TK Engineering may from time to time provide updates or other modifications to the Product electronically, or require the Customer to install updates, upgrades, maintenance releases, patches, fixes, extensions or enhancements (collectively "Updates") to the Product. Such Updates can be delivered by TK Engineering or its suppliers or licensors at any time in the future. This EULA does not give the Customer any rights to any Updates.
- 2.3. This EULA does not entitle the Customer to receive any Updates or maintenance or support services with respect to the Product. If separately agreed, TK Engineering may provide Updates and/or support to the Customer. If so agreed, Updates may be delivered automatically.

3. No Resale or Rental

- 3.1. You may not license, sell, rent, lease, lend, assign, distribute, transmit, outsource, disclose or otherwise provide commercial hosting services or make the Product available to third parties.

4. Limitations On Reverse Engineering, Decompilation And Disassembly

- 4.1. You may not reverse engineer, decompile, disassemble, modify, adapt, translate, or otherwise attempt to discover the source code of the Product, unless as specifically set out in mandatory legislation.

5. Termination

- 5.1. This EULA and the license will remain in full force and effect as long as the Customer uses the Product alongside the licensed hardware. For the sake of clarity, by discontinuing the use of the Product, the Customer does not free itself of the terms and conditions of this EULA regarding TK Engineering's or third parties' proprietary or any other rights.
- 5.2. Without prejudice to any other rights, TK Engineering may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.
- 5.3. TK Engineering does not guarantee that it will continue to provide Updates or other support for the Product indefinitely. If not otherwise agreed between the Parties, TK Engineering may, in its sole discretion, cease to provide any or all items or services offered in connection with the Product.

6. Editions

- 6.1. Product identified as "Educational Edition" may not be used for any other than educational purposes.
- 6.2. Product identified as "Trial" or "Demo" may only be used to evaluate the product. It may not be used for any other purpose. It may not be connected to any system, where a malfunction in the Product or improper use of the Product can result in harm to people or property.

7. Safety

- 7.1. The Product is intended for analyzing, controlling and/or influencing operating electronic systems. Its use can cause serious malfunctions in the system, as well as property damage and personal injury. The Product is therefore intended exclusively for operation by persons who (a) Understands all possible effects the Product can have on the system; and (b) are trained in working with the Product and the electronic systems it is intended to influence; and (c) have sufficient experience in the safe use of the Product. (hereinafter referred to as "Authorized User") The Customer shall be solely responsible for ensuring that the Product is only operated by Authorized Users.
- 7.2. TK Engineering shall not be liable for any damage caused by the operation of the Product by someone that is not Authorized User as described in this Section 7 (Safety).

8. Privacy

- 8.1. The Product does not collect any personal data. Log files produced by the Product may contain any type of information available on the monitored networks, including personal data.
- 8.2. The Customer is responsible for ensuring that any collection, processing, or storage of personal data using the Product complies with all applicable data protection laws and regulations, including but not limited to the EU General Data Protection Regulation (GDPR).
- 8.3. TK Engineering keeps record of CANtrace licenses. This information may include:
 - Name of Customer
 - Name of the user or contact person of the Product
 - Versions of Product licensed

- Model and serial number of hardware tied to the license
- Date when the license was purchased and/or upgraded
- Invoice number
- Postal address and email address provided by customer at purchase
- The license key used to activate the Product
- Other notes required to manage the license, such as educational use, change of hardware, etc.

8.4. You can check what personal information is stored about You, or update the information related to Your license, by contacting TK Engineering through the contact information provided in 12.5.

9. Intellectual Property

9.1. The Product is protected by copyright and other intellectual property laws and treaties. TK Engineering owns the title, copyright, and other intellectual property rights to the Product. The Product is licensed, not sold.

10. Exclusion Of Incidental, Consequential and Certain Other Damages

10.1. THE PRODUCT IS PROVIDED TO THE CUSTOMER “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TK ENGINEERING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY INACCURACIES, FAULTS, ERRORS, OR OMISSIONS, WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, NON-INFRINGEMENT OR IMPLIED WARRANTIES FROM COURSE OF DEALING USAGE OF TRADE.

10.2. IN NO EVENT SHALL TK ENGINEERING BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TK ENGINEERING, AND EVEN IF TK ENGINEERING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TK ENGINEERING’S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE MANDATORY LAW) EXCEED 1.000 EUROS.

11. Applicable Law and Arbitration

- 11.1. This Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.
- 11.2. The Customer shall comply with all applicable export and sanction laws in force at the point where the Product is made available to the Customer. The Customer agrees to indemnify and hold harmless TK Engineering for any damages incurred because of the Customer's failure to comply with US or EU or other applicable sanctions as well as import and export control laws, rules or regulations.
- 11.3. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall be held in Vaasa, Finland. Despite the aforesaid, TK Engineering shall be entitled (i) to seek injunctive relief in any jurisdiction in which this EULA is being breached or TK Engineering's interests are being prejudiced or (ii) to file a claim against the Customer in the Customer's domicile's court.

12. Final Provisions

- 12.1. This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between You and TK Engineering relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any TK Engineering policies or programs conflict with the terms of this EULA, the terms of this EULA shall control.
- 12.2. The provisions related to Intellectual Property Rights (Section 9) and Applicable Law and Arbitration (Section 11) shall survive any termination of this EULA.
- 12.3. If any part of this EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties expressed in the EULA, and the remaining portions shall remain in full force and effect.
- 12.4. TK Engineering reserves the right to amend this EULA at any time by providing notice to the Customer. Should the Customer not accept the amended terms, the Customer may terminate this EULA. Upon termination, the Customer's right to use the Product shall cease immediately. No distributor, agent or employee of TK Engineering is authorized to make any modifications or additions to the EULA.
- 12.5. All notices to TK Engineering required or permitted by the EULA shall be in writing and in the English language and delivered to the address indicated below:

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