Digia Commerce
Oy Ab
SOFTWARE END USER LICENSE AGREEMENT

This Software End User License Agreement (this "**Agreement**") is hereby entered by and between you as well as any entity on behalf of whom you will be using the Software (as defined below) (collectively, you and any such entity are referred to herein as "**You**" or "**Your**") and the owner of ConversionKings.com, Digia Commerce Oy Ab ("**Digia**").

It is important that you carefully read and understand this Agreement. By clicking the "I accept" button located at the end of this Agreement, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with all the terms of this Agreement and do not agree to be bound by this Agreement, please click the "I do not accept" button. By clicking the "I accept" button, you confirm that you have the authority, power and legal right to bound the entity on behalf of whom you will be using the Software, into this Agreement. If you do not accept this Agreement, you will not be able to execute and use the Software (as hereinafter defined).

1.   Information Security.

   1.1   Due to information security reasons, You hereby represent and warrant that:

      1.1.1   Any and all applications and alike against which the Software is being used shall not include any original data or any other irrecoverable or irreplaceable data or related material;

      1.1.2   You shall not, and do not have the right to, use the Software in any public or open network environment;

      1.1.3   You shall not use the Software for any illegal purposes or to otherwise violate any applicable law or contractual obligations; and

      1.1.4   You shall require that each person using the Software shall at all times comply with all security procedures required by Digia and/or the applicable laws and regulations.

   1.2   You shall be fully responsible for the observance and proper performance by Your possible subcontractors of the provisions of this Section 1. You will indemnify, defend, and hold Digia harmless from and against any cost, damage or liability arising as a result of a breach of this Section 1.

2.   Definitions.

   1.1   "**Digia**" means Digia Commerce Oy Ab and its affiliates. Digia Commerce Oy Ab is a limited liability company based in Finland with its offices in Vaasa, Helsinki and Turku. Digia is a provider of solutions for omni-channel commerce for leading companies, foremost in Finland.

   1.2   "**Conversion Kings**" is a trademark owned and operated by Digia. Extensions and add-ons sold on ConversionKings' store that are developed, supported and owned by Digia Commerce are marked with Digia's logo on the product page.

   1.3   "**Documentation**" means the technical specifications, user guides and manuals for installation and use of the Software that Digia makes generally available.

1.4 "**Email Support**" means providing an electronic mail address to which You may send messages and questions concerning the installation, use and maintenance of the Software, which questions will be answered during Digia Commerce's normal business hours in Finland.

1.5 "**Error" means** a demonstrable and repeatable event in an unmodified version of the Software which does not behave in the manner described by the Documentation and which renders the Software inoperative and/or causes reproducible failure of the Software in a production environment.

1.6 "**Error Correction**" means the use of commercially reasonable efforts to correct an Error as described in the Section entitled "Error Correction."

1.7 "**Fix**" means the repair, workaround or replacement of object or executable code versions of the Software to remedy an Error.

1.8 "**Support Term**" means the period of Your subscription license to the Software for which You purchased Support (as hereinafter defined).

1.9 "**Software**" means the software product provided by Digia via ConversionKings.com, in object code form only, and the media, Documentation and any updates provided by Digia to You and for which You are granted a license pursuant to this Agreement.

1.10 "**Term**" means the date on which You click on the below "I ACCEPT" button and continues through and until the date on which this Agreement is terminated.

3. **Grant of License.** Subject to the terms and conditions of this Agreement, Digia grants You a limited, non-exclusive, non-perpetual, nontransferable license to use during the Term the Software for lawful use on Your computers and to use the Documentation provided with the Software in support of Your authorized use of the Software. Any unauthorized distribution of the Software, including non-commercial distribution, is regarded as violation of this Agreement and entails liability in accordance with the applicable laws and regulations. A separate license shall be purchased for each new Software installation and/or as defined in the relevant Software product specifications.

4. **Restrictions.** You may not (and You agree not to permit another person to): (a) distribute, rent, lease, sell, sublicense, assign, or otherwise transfer or copy the Software or use the Software (or any portion thereof) for time sharing, hosting, service provider (including testing on behalf of third parties) or like purposes, except for the possible incorporation of the Software into a separate delivery of Your products to Your end customers subject to the terms and conditions hereunder; (b) reverse engineer, decompile, disassemble or otherwise reduce the Software to a human-readable form or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever, except to the extent that this restriction is expressly prohibited by applicable law and then only with prior written notice to Digia; (c) remove any copyright or other proprietary notices contained in or relating to the Software and/or any of its components; (d) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software. No right, title or interest in or to any trademark, service mark, logo or trade name of Digia or its licensors, suppliers or affiliates is granted under this Agreement.

5. **Ownership.** Digia does not transfer title to the Software to You; this license shall not be considered a "sale" of the Software. You agree that the Software and any parts and rights thereto belong solely to Digia, including all intellectual and proprietary rights (including without limitation the source codes), unless otherwise specified. Digia and its subsidiaries, affiliates and suppliers retain all right, title and interest in and to the Software (including, without limitation, all

patent, copyright, trademark, trade secret and other intellectual property rights) at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. You hereby acknowledge and agree that any suggestions, comments, ideas or inventions relating to the Software that You disclose to us through any means shall be the sole and exclusive property of Digia and, as such, You hereby irrevocably assign all of Your rights, title and interests in and to such suggestions, comments, ideas and inventions in perpetuity to Digia. All other rights are reserved to Digia except as expressly provided herein.

6.   **Term, Termination and Effect of Termination.**

6.1   **Term.** This Agreement is effective as of the date You click the "I Accept" button and expires on the day that the term of license for all Software licensed hereunder has expired (**the Term**).

6.2   **Termination.** Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within 30 days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.3   In addition to Section 6.2 above, Digia reserves the right to terminate this Agreement with immediate effect at any time, in case You do not abide by the terms and conditions of this Agreement.

6.4   **Effect of Termination.** Upon any expiration or termination of this Agreement, You shall immediately cease any and all use of any Software and destroy all copies thereof and so certify to Digia in writing. In case of termination, Digia shall make no refunds or any other repayments of license fees or alike whatsoever. Sections 1 (Information Security), 4 (Restrictions), 5 (Ownership), 6.4 (Effect of Termination), 9.4 (Disclaimer of Warranties), 10 (Exclusion of Incidental, Consequential, and Certain Other Damages), 11 (Limitation of Liability and Remedies), 12 (Confidential Information), and 18 (Miscellaneous) shall survive any termination or expiration of this Agreement.

7.   **Support and Support Terms and Conditions.**

7.1   **Support.** If You have chosen the Support – option in the applicable product card and paid the applicable Supprt fees, Digia's general Support terms and conditions set forth below in Section 7.2 apply for the period for which Support has been paid.

7.2   **Support Terms and Conditions.**

7.2.1   **Coverage.** Digia shall provide Support services described in this Section 7.2.1 ("**Support**") to You for the Software during the Support Term. Support includes Error Correction, Email Support, and providing updates of the Software if and as made generally available to Support customers of Digia.

7.2.2   **Your Obligations.** In connection with an Error Correction, You shall upon request describe and demonstrate how the Error occurs. Your representative shall, upon reasonable request by Digia, be available during the performance of the Error Correction services. Unless otherwise agreed in writing, You shall be responsible for the installation of Fixes as well as Software updates.

7.2.3 **Error Correction.** Digia shall exercise commercially reasonable efforts to correct any Error reported by You. Error Correction may also take place by providing You with written instructions to bypass the Error if this can take place without additional costs or substantial inconvenience to You.

In the event of an Error, Digia shall reasonably and promptly commence the following procedures:

(a) assign personnel to correct the Error;

(b) provide You with periodic information on the status of the corrections;

(c) make reasonable efforts to provide You with a Fix within fourteen (14) business days of notice thereof;

(d) devise a plan to resolve the error if a Fix cannot be established within fourteen (14) business days; and

(e) exercise commercially reasonable efforts to include the Fix in the following updates and upgrades of the Software.

7.2.4 **Exclusions.** The following are excluded from Digia's Support obligations: (a) Software that is used on or in conjunction with hardware or software other than as specified in the Documentation; (b) altered or modified Software, unless altered or modified by Digia; (c) defects in the Software due to accident, hardware malfunction, abuse or improper use, or use in a manner not permitted by the Agreement; (d) any version of the Software for which Support services have been discontinued by Digia; (e) Possible software provided at no charge; and (f) any Software sold separately by Digia, including, without limitation, consulting code, unless generally made available to Digia's Support customers at no additional charge for the applicable Software. Support is provided for the current release of the Software and the immediately prior sequential release. Digia shall be entitled to charge You for other services and error corrections not covered by the Support in accordance with Digia's then current price list.

7.2.5 **Upgrades.** Digia provides its' Support customers upgrades free of charge during the Support Term.

8. **Professional Services.** You are responsible for the installation and configuration of the Software. Digia shall not be responsible for the performance of any professional consulting services ("**Professional Services**"), including installation or configuration, unless agreed separately in writing with Digia. If so agreed by the Parties, all such Professional Services will be performed at Digia's standard time and materials rates. You will reimburse Digia for reasonable travel and lodging expenses as incurred. You shall have a license right to use anything delivered as part of the Professional Services subject to the terms of its license to use the Software. However, Digia shall at all times retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Digia (or its agents).

9. **Limited Warranty and Disclaimer.**

9.1 **Limited Warranty.** Digia warrants to You that for a period of ninety (90) days from the Effective Date (the "**Warranty Period**"), the Software shall operate in substantial conformity with the Documentation. Digia does not warrant that Your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented

by the Software will not have inherent limitations. Digia's sole liability (and Your exclusive remedy) for any breach of this warranty shall be, in Digia's sole discretion, to use commercially reasonable efforts to provide You with an error-correction or work-around which corrects the reported non-conformity, or if Digia determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the Software. Digia shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

9.2 **Money Back Guarantee.** All extensions, modules and assets sold via ConversionKings.com shall carry a 14 - day Money Back Guarantee. The Money Back Guarantee shall be valid and applicable in case the module sold by Digia at ConversionKings.com deviates to a material extent from the Software product specification. In such cases, Digia undertakes to refund the purchase price for the relevant Software, in case Digia cannot correct the Error or defect notified to Digia within 14 days from the purchase within a reasonable time period. Any possible services, including Professional Services, provided by Digia, such as implementation support, shall not covered by the Money Back Guarantee set forth herein.

9.3 **Exclusions.** The warranty set forth herein shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by You or any third party; (c) to defects in the Software due to accident, abuse or improper use by You; or (d) items provided on a no charge or evaluation basis.

9.4 **Disclaimers of Warranty.** EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE IN SECTION 9.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGIA AND ITS LICENSORS AND SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF USE OR PERFORMANCE, OF THE SOFTWARE, REMAINS WITH YOU.

10. **Exclusion of Incidental, Consequential, and Certain Other Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIGIA OR ITS LICENSORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, 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 OF OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF DIGIA OR ANY OF ITS AFFILIATES, EVEN IF DIGIA OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

11.   **Limitation of Liability and Remedies.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF DIGIA AND ANY OF ITS LICENSORS, SUPPLIERS AND AFFILIATES UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO FIFTEEN PERCENT (15%) OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.   THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. DIGIA SHALL NOT BE LIABLE FOR THE SOFTWARE PROVIDED AT NO CHARGE OR FOR EVALUATION PURPOSES.

12.   **Confidential Information**. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.   Any software, documentation or technical information provided by Digia (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Digia without any marking or further designation.   The fact that You are a customer of Digia shall not be Confidential Information.   The Receiving Party only may use the Confidential Information of the Disclosing Party to perform its obligations or to exercise its rights expressly set forth in this Agreement.   Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party.   The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).   The Receiving Party acknowledges that disclosure of Confidential Information of the Disclosing Party would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

13.   **Audit Rights**. Upon Digia's written request, You shall certify in a signed writing that Your use of the Software is in full compliance with the terms of this Agreement (including any copy and user limitations).   Such request may also be for the names and contact information of the individuals using the Software. With prior reasonable notice of at least 10 days, Digia may audit the copies of the Software in use by You provided such audit is during regular business hours; You are responsible for such audit costs only in the event the audit reveals a discrepancy, of 5% or greater, on Your part.

14.   **Export Administration**. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). Without limiting the generality of the foregoing, You will not, and You will require Your representatives not to, export, direct or transfer the Software, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls. You warrant that it is not located in, under the control of, or a national or resident of any country which is subject to export restrictions of the United States or on any United States prohibited party list.   The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States.

15. **Questions.** Should You have any questions concerning this Agreement, or if You desire to contact Digia for any reason, please find contact details from http://www.digia.com.

16. **Successor Agreements.** This Agreement may change in the future. In such case, and when appropriate, Digia will obtain Your acceptance prior to the revised version of this Agreement going into effect. You agree that after receipt of any revised version of this Agreement, You will be deemed to have accepted this revised version unless and until Digia receives written notice from You informing Digia that You do not accept the revised version of the Software and that You have removed the Software from Your computer. Failure to remove and destroy the Software from Your computer will be deemed an acceptance of the revised version of this Agreement. Except as provided in this Section, this Agreement may not be revised except in writing signed by all relevant parties.

17. **Trademarks.** "Digia" and "Conversion Kings" are trademarks of Digia Commerce Oy Ab and this Agreement does not provide you with any right to use in any manner such trademarks, or any other trademarks of Digia.

18. **Miscellaneous.** This Agreement is governed by and construed in accordance with the laws of Finland, without regards to its principles of conflicts of law. Any dispute, controversy or claim arising out of or in relation thereto shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitral tribunal shall consist of one (1) arbitrator and the language of the proceedings shall be English. The place of arbitration shall be Helsinki, Finland. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicenseable by You except with Digia's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE CAREFULLY READ AND REVIEWED THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, (3) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU OR THE ENTITY OF WHOM YOU WILL BE USING THE SOFTWARE AND, (4) BY SO CLICKING, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

I ACCEPT   **I DO NOT ACCEPT**