

END USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY:

This **End User License Agreement ("Agreement")** constitutes a valid and binding agreement between Intelligent Software, SIA, (together with its affiliates, successors and assigns "Supplier") and you ("you", "your" or "Person") for the use of the Supplier Software, as the term is defined below. You must enter into this agreement in order to install and use Supplier Software.

BY INSTALLING AND USING THE SUPPLIER SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SUPPLIER SOFTWARE.

1. License Grant

Subject to the terms of this Agreement, Supplier hereby grants you a limited, non-exclusive, nonsublicensable, non-assignable license to download, install and use a single copy of the Supplier Software, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "Supplier Software"), onto computer workstation for your sole use to install, interact with and utilize the Supplier Software, including the content and features contained therein. This license may not be used concurrently on different computer workstations or servers. This license is for a perpetual term, except as otherwise provided in this Agreement.

2. License Restrictions

(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the Supplier Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the Supplier Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Supplier Software, including, without limitation, through sublicense, to any other entity without the prior written consent of Supplier; (iv) export or re-export the Supplier Software in violation of Latvia, United States or any applicable foreign country export laws; or (v) use the Supplier Software to, or in any way that would violate any applicable law, regulation or ordinance; Furthermore, you may not use the Supplier Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Supplier Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people.

(b) The Supplier Software contains confidential and trade secret information owned or licensed by Supplier, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.

(c) The Supplier Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to Supplier to enforce any of your rights. All modifications or enhancements to the Supplier Software remain the sole property of Supplier. Supplier reserves the right to add additional features or functions to the Supplier Software. When installed on your computer, the Supplier Software periodically communicates with Supplier servers. You acknowledge and agree that Supplier has no obligation to make available to you any subsequent versions of its software applications.

3. Proprietary Rights

The Supplier Software contains proprietary and confidential information of Supplier, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the Supplier Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of Supplier and its Suppliers, and except for the limited non-exclusive license granted to you, Supplier reserves all right, title and interest in and to the Supplier Software. You shall not take any action to jeopardize, limit or interfere with Supplier' ownership of and rights with respect to the Supplier Software. You acknowledge that any unauthorized copying or unauthorized use of the Supplier Software is a violation of this Agreement and copyright laws and is strictly prohibited.

4. Terms and Termination.

(a) This Agreement will be effective as of the date you accept this Agreement, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until terminated by either party as set forth below.

(b) You may terminate this Agreement at any time provided you cease all use of the Supplier Software AND destroy or remove from all hard drives, networks, and other storage media all copies of the Supplier Software in your possession. Supplier may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the Supplier Software.

(c) Upon termination of this Agreement for any reason (i) all licenses and rights to use the Supplier Software shall terminate and you must remove the Supplier Software from your computer equipment and dispose of all originals and copies of the Supplier Software in your possession, and (ii) Sections 2, 3, 4(b), and 5 through 12 shall survive such termination.

5. Your Representations and Warranties

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the Supplier Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the Supplier Software to defeat or overcome any encryption and/or other technical protection methods implemented by Supplier with respect to the Supplier Software and/or data transmitted, processed or stored by Supplier or other users of the Supplier Software, (iv) you will not take any steps to interfere with or in any manner compromise any of Supplier' security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by Supplier, and (vi) you will only use the Supplier Software on a computer on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the Supplier Software, except to remove the Supplier Software from a computer of which you are an owner or authorized

user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the Supplier Software. Supplier reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) If Supplier has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, Supplier may terminate this license, deny any or all use of the Supplier Software, and pursue any appropriate legal remedies.

6. Indemnity

You agree to indemnify, hold harmless and defend Supplier and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Supplier arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the Supplier Software.

7. Warnings

Functionality Limitations. The Supplier Software, documentation and services are commercial professional tools intended to be used by trained professionals only. Particularly in the case of commercial professional use, the Supplier Software, documentation and services are not a substitute for your professional judgment or independent testing. The Supplier Software, documentation and services are intended only to assist you with design, analysis, simulation, estimation, testing and/or other activities and are not a substitute for your own independent design, analysis, simulation, estimation, testing, and/or other activities, including those with respect to product stress, safety and utility. Due to the large variety of potential applications for the Supplier Software, documentation and services, the Supplier Software, documentation and services have not been tested in all situations under which they may be used. Supplier will not be liable in any manner whatsoever for the results obtained through use of the Supplier Software, documentation and services. Person using the Supplier Software, documentation and services are responsible for the supervision, management, and control of the Supplier Software, documentation and services and the results of using the Supplier Software, documentation and services. This responsibility includes, without limitation, the determination of appropriate uses for the Supplier Software, documentation and services and the selection of the Supplier Software, documentation and services and other computer programs and materials to help achieve intended results. Person using the Supplier Software, documentation and services are also responsible for establishing the adequacy of independent procedures for testing the reliability, accuracy, completeness, and other characteristics of any output of the Supplier Software, documentation and services, including, without limitation, all items designed with the assistance of the Supplier Software, documentation and services. You further acknowledges and agrees that the Software form part of your total unique hardware and software environment to deliver specific functionality, and that the Supplier Software, documentation and services provided by Supplier may not achieve the results you desires within your design, analysis, simulation, estimation, and/or testing constraints.

8. Support

All levels of technical support are provided directly to you by Supplier (within 48 hours and only by e-mail vent@akson-vent.com). Technical support is provided free of charge for one year after purchasing the Product.

9. Disclaimer of Warranties

(a) THE SUPPLIER SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY SUPPLIER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUPPLIER SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SUPPLIER FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SUPPLIER SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SUPPLIER WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SUPPLIER SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) WHEN THE SUPPLIER SOFTWARE IS DISTRIBUTED BY THIRD PARTIES WHICH ARE UNRELATED TO SUPPLIER YOU ACKNOWLEDGE THAT INSTALLATION OF THE SUPPLIER SOFTWARE WILL ALLOW THIRD PARTIES WHO ARE NOT AFFILIATED WITH SUPPLIER THE ABILITY TO COMMUNICATE WITH YOUR COMPUTER ("OUTSIDE PARTIES"). YOU AGREE THAT SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS STATED IN PARAGRAPH 9(a) ABOVE, RESULTING FROM ANY ACTIONS OR OMISSIONS OF THE OUTSIDE PARTIES.

10. Limitation of Liability

(a) IN NO EVENT SHALL SUPPLIER, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION, REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY, IN ADDITION, THE LIABILITY OF SUPPLIER AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY SUPPLIER'S SOFTWARE, DOCUMENTATION OR SERVICES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU FOR SUCH SUPPLIER'S SOFTWARE, DOCUMENTATION OR SERVICES, RESPECTIVELY) ARISING OUT OF THE USE OR INABILITY TO USE THE SUPPLIER SOFTWARE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by Supplier to download and/or install the Supplier Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You

acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SUPPLIER SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

12. General Provisions

Supplier reserves all rights not expressly granted herein. Supplier may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at www.akson-vent.com. Your continued use of the Supplier Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and Supplier. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of Supplier at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with Latvian laws without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of the Latvia, Riga and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the Supplier Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. Supplier may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE SUPPLIER SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO SUPPLIER THE RIGHTS SET FORTH HEREIN.