

StyleLight 2

TERMS AND CONDITIONS

This document sets out the Terms and Conditions under which Annual Maintenance and Support licenses hereinafter referred to as "the License" are provided by race display by Hagardzon AB and is in specific relation to the 'purchase' of "the License".

race display by Hagardzon AB is hereinafter referred to as "race display" and the Purchaser is hereinafter referred to as "the Customer".

"You" or "your" sets forth the terms and conditions under which race display agrees to provide to the Customer, and the Customer agrees to acquire from race display maintenance and product support for race display's "StyleLight 2" device ("the Device").

The Device shall NOT under any circumstances be used on a vehicle that is in motion.

The vehicle key shall NOT under any circumstances be located inside the vehicle or within one meter from the vehicle when the Device is connected to the vehicle.

Maintenance and Product Support

Annual maintenance and product support must be purchased for each Devices owned by the Customer.

Subsequent Annual Maintenance and product support (the License) shall be renewed for successive one-year periods unless terminated by either party with written notice to the other at least thirty (30) days before the relevant anniversary of the effective date of annual renewal.

The maintenance and product support fee shall be non-refundable. If you have purchased and paid for maintenance or product support, race display will provide you with these terms for the corresponding purchased License level:

S.1 GOLD License Terms

- Online firmware repository access containing the latest firmware for a licensed Device.
- Online access to documentation, FAQs, and release notes.

S.2 CARBON License Terms

- Technical support by email, acknowledge (email response) within five business days.
- Online access to documentation, FAQs, and release notes.

S.3 TITANIUM License Terms

- Online firmware repository access containing the latest firmware for a licensed Device.
- Technical support by email, acknowledge (email response) within five business days.
- Online access to documentation, FAQs, and release notes.

"The License" does not include the following:

- Support for the design, development, and/or creation of any specific solutions and/or the creative use of the Device to solve specific issues.
- On-Site support
- Training
- Infrastructure related issues
- Third-party software or software not expressly mentioned in this Agreement.

Upon detection of any error in the Device, the Customer agrees to provide race display with a listing of output and any other relevant data, including for example VIN (vehicle identification number), model, model year and/or logs that race display reasonably may request in order to reproduce operating conditions similar to those present when the error was detected.

Invoices

race display shall invoice the Customer for "the License" fee prior to the relevant anniversary of the Effective Date every year thereafter. All payments shall be due prior to the anniversary, or thirty (30) days from the date of the invoice whichever is the earlier. The provision of "the License" to the Customer is subject to the settlement of invoiced amounts when due. Payments on amounts not received when due shall accrue interest at

<i>Address</i>	<i>Email</i>	<i>Org.nr.</i>	<i>Bankgiro</i>	<i>Bank</i>
race display by Hagardzon AB	info@racedisplay.se	556811-0059	640-2176	Swedbank AB
Smedmästaregatan 2		VAT no:		BIC/SWIFT
SE-44234 KUNGÄLV		SE556811005901		SWEDSESS
SWEDEN				IBAN
				SE8780000810599148514624

the lesser of one and one half (1.5) percent or the highest interest rate permitted by law, per month until paid. In addition, in the event that any payment due is not paid, race display reserve the right to withhold or suspend the supply of the License immediately.

Should "the License" not be renewed within thirty (30) days after the anniversary for any reason, then the License shall be deemed as terminated. Should the Customer wish to reinstate the License after this event, then race display reserve the right to apply a reinstatement fee.

Termination shall not relieve the Customer from its obligations to remit payment for all outstanding invoice payments including accrued interest, and collection costs, and including legal fees necessarily incurred by race display in the pursuit of the debt. All payments under this Agreement are exclusive of any central government or local government taxes that may be applicable at the time. All Sales taxes due shall be paid by the Customer.

Limited Warranties

The Device has a hardware warranty period of twelve (12) months from the date of shipment. Firmware or Software for the Device has a warranty period of one (1) month from the date of shipment. Customers are responsible to pay for any transportation cost incurred for repair of the Device during or after the warranty period. race display warrants that the Device or License provided shall be performed in a professional and workmanlike manner and in accordance with the description set forth herein. To the maximum extent permitted by applicable law, race display disclaims and excludes any and all other express, implied and statutory warranties and representations regarding any maintenance or product support provided, including, without limitation, warranties against infringement, and warranties of merchantability or fitness for purpose. race display does not warrant that any maintenance or product support provided will satisfy the Customers requirements or are without defect or error or that the operation of any of its enhancements provided will be uninterrupted. race display does not assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

Limitation of Liability

In no event will race display, nor any of its officers, directors, employees, shareholders, or other representatives, be liable for any special, incidental, direct, indirect or consequential damages whatsoever, including without limitation, cost of component wear, damages for loss of profits, revenue, data, use, goodwill, or other consequential losses suffered by the Customer or others, even if the possibility of such damages was disclosed or could have been reasonably foreseen.

The Device shall NOT under any circumstances be used on a vehicle that is in motion. When the Device is no longer connected to a vehicle, the Customer must make a complete system check on the vehicle to ensure all systems are fully operational before it can be used.

This limitation of liability applies regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranties, infringement of intellectual property, or failure of essential purpose or otherwise.

Governing Law

Any claim, action, suit, proceeding or dispute arising out of the Agreement shall in all respects be governed by, and interpreted in accordance with the substantive laws of the Sweden, without regard to conflicts of laws provision. The venue for any actions arising shall vest exclusively in the Courts of the general jurisdiction of the Sweden.

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Smedmästaregatan 2
SE-44234 KUNGÄLV
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