



A) Redburst Terms of Service

Welcome to Redburst!

1. Your relationship with Redburst

1.1 Your use of Redburst's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Redburst. "Redburst" means Redburst Technologies AB., whose principal place of business is at Nybrogatan 6, SE-114 34 STOCKHOLM, SWEDEN. This document explains how the agreement is made up, and sets out the terms of that agreement.

1.2 Unless otherwise agreed in writing with Redburst, your agreement with Redburst will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 The Universal Terms, form a legally binding agreement between you and Redburst in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Redburst in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Redburst will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Redburst, or (b) you are a person barred from receiving the Services under the laws of the Kingdom of Sweden or other countries including the country in which you are resident or from which you use the Services.

2.4 Before you continue, you should print off or save a local copy of the Universal Terms for your records.

3. Language of the Terms

3.1 Where Redburst has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Redburst.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Redburst

4.1 Redburst has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Redburst itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Redburst is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Redburst provides may change from time to time.

5. Use of the Services by you

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Redburst will always be accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Redburst, unless you have been specifically allowed to do so in a separate agreement with Redburst. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with Redburst, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that Redburst has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Redburst may suffer) of any such breach.

6. Your passwords and account security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Redburst for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Redburst immediately at email: support@redburst.com.

7. Privacy and your personal information

7.1 For information about Redburst's data protection practices, please read Redburst's Privacy Policy. This policy explains how Redburst treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Redburst's privacy policies.

8. Content in the Services

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 You should be aware that Content presented to you as part of the Services, may be protected by intellectual property rights by persons or companies on their behalf. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Redburst or by the owners of that Content, in a separate agreement.

8.3 Redburst reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

8.5 You agree that you are solely responsible for (and that Redburst has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Redburst may suffer) by doing so.

9. Proprietary rights

9.1 You acknowledge and agree that Redburst (or Redburst's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Redburst and that you shall not disclose such information without Redburst's prior written consent.

9.2 Unless you have agreed otherwise in writing with Redburst, nothing in the Terms gives you a right to use any of Redburst's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

9.4 Other than the limited license set forth in Section 11, Redburst acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Redburst, you agree that you are responsible for protecting and enforcing those rights and that Redburst has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorized to do so in writing by Redburst, you agree



that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. License from Redburst

10.1 Redburst gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by Redburst as part of the Services as provided to you by Redburst (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Redburst, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Redburst, in writing.

10.3 Unless Redburst has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11. Content licence from you

11.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

11.2 You understand that Redburst, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this licence shall permit Redburst to take these actions.

11.3 You confirm and warrant to Redburst that you have all the rights, power and authority necessary to grant the above licence.

12. Software updates

12.1 The Software which you use may automatically download and install updates from time to time from Redburst. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Redburst to deliver these to you) as part of your use of the Services.

13. Ending your relationship with Redburst

13.1 The Terms will continue to apply until terminated by either you or Redburst as set out below.

13.2 If you want to terminate your legal agreement with Redburst, you may do so by (a) notifying Redburst at any time and (b) closing your accounts for all of the Services which you use, where Redburst has made this option available to you. Your notice should be sent, in writing, to Redburst's address which is set out at the beginning of these Terms.

13.3 Redburst may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, are unable to comply with the provisions of the Terms); or

(B) Redburst is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom Redburst offered the Services to you has terminated its relationship with Redburst or ceased to offer the Services to you; or

(D) Redburst is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(E) the provision of the Services to you by Redburst is, in Redburst's opinion, no longer commercially viable.

13.4 Nothing in this Section shall affect Redburst's rights regarding provision of Services under Section 4 of the Terms.

13.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Redburst have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be

unaffected by this cessation, and the provisions of paragraph 20.7 shall continue to apply to such rights, obligations and liabilities indefinitely.

14. EXCLUSION OF WARRANTIES

14.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 14 AND 15, SHALL EXCLUDE OR LIMIT Redburst'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

14.3 IN PARTICULAR, Redburst, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

14.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Redburst OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

14.6 Redburst FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

15. LIMITATION OF LIABILITY

15.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 14.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT Redburst, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH Redburst MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE Redburst WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;



15.2 THE LIMITATIONS ON Redburst'S LIABILITY TO YOU IN PARAGRAPH 15.1 ABOVE SHALL APPLY WHETHER OR NOT Redburst HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

16. Other content

16.1 The Services may include hyperlinks to other web sites or content or resources. Redburst may have no control over any web sites or resources which are provided by companies or persons other than Redburst.

16.2 You acknowledge and agree that Redburst is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that Redburst is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1 Redburst may make changes to the Universal Terms from time to time. When these changes are made, Redburst will make a new copy of the Universal Terms available for you.

17.2 You understand and agree that if you use the Services after the date on which the Universal Terms have changed, Redburst will treat your use as acceptance of the updated Universal Terms.

18. General legal terms

18.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

18.2 The Terms constitute the whole legal agreement between you and Redburst and govern your use of the Services (but excluding any services which Redburst may provide to you under a separate written agreement), and completely replace any prior agreements between you and Redburst in relation to the Services.

18.3 You agree that Redburst may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

18.4 You agree that if Redburst does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Redburst has the benefit of under any applicable law), this will not be taken to be a formal waiver of Redburst's rights and that those rights or remedies will still be available to Redburst.

18.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.6 You acknowledge and agree that each member of the group of companies of which Redburst is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

18.7 The Terms, and your relationship with Redburst under the Terms, shall be governed by the laws of the Country of Sweden without regard to its conflict of laws provisions. You and Redburst agree to submit to the exclusive jurisdiction of the courts located in the city of Stockholm, Sweden to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Redburst shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

June 1, 2010

B) Redburst Mobile Software License Agreement

BEFORE DOWNLOADING THE SOFTWARE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. BY ORDERING, DOWNLOADING OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING THE LICENSEE TO THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE, DO NOT CONTINUE WITH THE DOWNLOAD.

Redburst Technologies AB ("Redburst") grants the Licensee (the "Licensee") a non-exclusive

and non-transferable License (as hereinafter defined) for the software Redburst Mobility Server™ or other software applications or web services (the "Software"), including Documentation (as hereinafter defined). The License permits the Licensee to Use (as hereinafter defined) the Software on a single computer system or handset device, (the "System") for use only upon the terms and subject to the conditions contained herein.

1. Definitions

1.1 "Confidential Information" means this Agreement, all Software listings, Documentation, information, data drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the software, and any other proprietary information supplied to Licensee by Redburst.

1.2 "Documentation" means all online help files or written instructions regarding the use of the Software.

1.3 "Use" means utilisation of the Software by loading, transmitting or copying the same into temporary (e.g. RAM) or permanent memory (e.g. hard disk, CD-ROM or other storage device) of the System for the processing of the Software.

2. License

2.1 Redburst hereby grants the Licensee a non-exclusive, non-transferable and non-assignable right to Use the Software on one (1) System and use the Documentation in connection with Use of the Software (the "License").

2.2 The validity of the License is conditional on payment by the Licensee of a license fee for the Software in accordance with this Agreement. The Software is NOT free or shareware.

2.3 Copies of the Software made in accordance with this Agreement, are covered by the provisions of this Agreement.

3. License Restrictions

3.1 Licensee agrees that it will itself, or through any parent, subsidiary, affiliate, agent or other third party:

3.1.1 not sell, lease, rent, loan, license, sublicense, redistribute, encumber or otherwise deal with any portion of the Software or Documentation or otherwise permit anyone other than the Licensee either directly or indirectly, for payment or otherwise, to make use of or otherwise dispose of the Software or the Documentation; the making of copies of the Software or the Documentation for private use is therefore prohibited;

3.1.2 not decompile, disassemble, or reverse engineer binary portions of the Software or otherwise attempt to derive the source code from such portions, unless and to the extent required under national law;

3.1.3 not create any derivative software or any other software program from the Software or based on the Confidential Information provided by Redburst;

3.1.4 not use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis;

3.1.5 not provide, disclose, divulge or make available to, or permit use of the Software, the Documentation or the Confidential Information by persons other than Licensee's employees;

3.1.6 maintain accurate and up-to-date records of the number and location of all copies of the Software;

3.1.7 supervise and control that use of the Software and the fulfillment of the Licensee's other obligations is made in accordance with the terms of this Agreement.

4. License Fee

4.1 In consideration of the rights granted herein, the Licensee shall, if purchasing, pay Redburst the license fee indicated on the Internet site as the Licensee downloaded the Software or any other documentation or site that Redburst informs the Licensee of (the "the License Fee") before the first Use of the Software by the Licensee. In the event of overdue payment, Redburst reserves the right to charge interest on the amount due at the rate of two per cent per month until the date of payment.

4.2 If the License is prolonged for another one-year-period according to clause 6.1 below, the Licensee shall pay to Redburst the License Fee or, if applicable, the adjusted License Fee that Redburst has informed the Licensee of.

4.3 If purchasing the license, payments to Redburst according to this Agreement shall be made in accordance with Redburst's instructions on the Internet site as the Licensee downloaded the Software or any other documentation or site that Redburst informs the



Licensee of.

5. Upgrades

5.1 Upon payment to Redburst of the License Fee, the Licensee shall be entitled to receive new versions of the Software during the term of this Agreement ("Upgrades"). Upgrades form a part of the Software and this Agreement shall apply to such Upgrades.

5.2 Upgrades will be made available at the same Internet site as the Licensee downloaded the Software or any other site that Redburst informs the Licensee of.

6. Term and Termination

6.1 This Agreement shall become effective on the first date on which the Licensee Uses the Software (the "Effective Date") and will expire one (1) year from the Effective Date ("the Expiry Date"), unless terminated earlier as provided in this Agreement. This Agreement will be automatically prolonged for an additional one-year-period from the Expiry Date unless the Licensee has terminated it not later than one (1) month before the Expiry Date.

6.2 Notwithstanding any provisions contained herein, this Agreement may be terminated by Redburst after a 30 days period for rectification upon written notification, if Licensee substantially fails to fulfill the Licensee's obligations according to this Agreement.

6.3 The Licensee may terminate this License at any time by destroying the Software, Documentation and all copies thereof.

6.4 Upon termination, the Licensee shall (i) immediately return to Redburst all Confidential Information and (ii) pay to Redburst any and all amounts outstanding under this Agreement.

6.5 The termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination. The Licensee shall not be entitled to any refund of fees and other sums paid to Redburst.

6.6 Clauses 7, 13 and 14 shall survive termination of this Agreement.

7. Intellectual Property Rights

7.1 The Licensee acknowledges that any and all trademarks, copyrights, patents and other intellectual property rights, owned by Redburst, used or embodied in or connected with the Software and the Documentation, shall be and remain the exclusive property of Redburst.

7.2 This License does not entail the transfer to the Licensee of Redburst's rights in the form of, among other things, copyright or, where appropriate, patent rights or any other intellectual property rights to the Software or the Documentation. The Licensee does not include a special patent license, and the Licensee may not, therefore, make use of any actual patent.

8. Warranty and Limitation of Liability

8.1 THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8.2 Redburst DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE (INCLUDING, WITHOUT LIMITATION; FREE FROM VIRUS ETC.) OR THAT SUCH ERRORS WILL BE CORRECTED, AND THE LICENSEE IS SOLELY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH RECTIFICATION, LOSS OF DATA, REPAIR OR DAMAGE CAUSED BY SUCH ERRORS.

8.3 Redburst SHALL NOT BE LIABLE TO THE LICENSEE OR TO ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS LICENSE, THE SOFTWARE, ITS USE OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE LAWFULLY EXCLUDED UNDER THE APPLICABLE LAW.

8.4 NOTWITHSTANDING THE GENERALITY OF CLAUSE 8.3 ABOVE, Redburst EXPRESSLY EXCLUDES LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE HOWSOEVER CAUSED EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.5 IN THE EVENT Redburst INCURS ANY LIABILITY WHATSOEVER, SUCH LIABILITY IS LIMITED TO THE LICENSE FEE PAID BY THE LICENSEE FOR THE SOFTWARE (EXCEPT FOR DEATH OR PERSONAL INJURY ARISING FROM Redburst's NEGLIGENCE).

9. The Licensee's Liability

The Licensee agrees to indemnify Redburst and hold Redburst harmless against and from any claim, proceeding, loss, liability, fine, cost and expense (including court costs and reasonable fees for attorneys and other professionals) incurred as a result of (i) the Licensee failing to fulfill the Licensee's obligations or breaching the terms of this Agreement when using the Software, (ii) any failure of the Licensee to pay for, or to have all necessary rights, approvals and licenses required should the Software be interfaced with third party software and/or hardware, and (iii) any use or combination of the Software or any part thereof with any other programs or materials if such use or combination infringes any intellectual property rights of third parties.

10. Severability

In the event that any terms, conditions or provisions contained in this Agreement or any part thereof are found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavour to agree such amendments, which shall in as far as possible effect the intentions expressed therein. In default of such agreement, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11. Assignment

Neither this Agreement nor any rights granted by virtue of it, or resulting from it, may be assigned by the Licensee to others without Redburst's prior written consent.

12. Benchmarks

The Licensee may publish results of any benchmark or comparison tests run on the Software, only after discussions with Redburst and that a copy of such results is sent to Redburst, as well as the actual class files or any other files used, or information needed, to perform the benchmarks or tests. Such results shall include information about the hardware used to run the benchmarks or tests.

13. Confidential Information

13.1 The Licensee shall treat all proprietary and/or Confidential Information as strictly confidential. The Licensee hereby agrees that all terms and conditions of this Agreement shall be treated as confidential and shall not be disclosed to others without Redburst's prior written consent. This confidentiality undertaking shall not apply to any part of the proprietary and/or Confidential Information of which the Licensee can prove (i) was known to it prior to being furnished to it hereunder (as evidenced by written record predating such disclosure), (ii) was or became public knowledge through no fault or breach of the terms of this Agreement by the Licensee, (iii) was received by the Licensee from a third party in good faith and not in breach of any agreement, or (iv) was independently acquired by the Licensee as a result of work carried out by an employee of the Licensee to whom no disclosure of this proprietary and/or Confidential Information was made.

13.2 The Licensee approves Redburst, when marketing the Software, giving public the fact that the Licensee is a user.

14. Force Majeure

Neither the Licensee nor Redburst shall be liable for breach of any of the provisions of this Agreement in case of force majeure. Force majeure shall include, but shall not be limited to, inability to supply the Software, material breakdown of its equipment, labour disputes of whatever nature or cause, and any other circumstances reasonably beyond the control of the party claiming that this provision shall apply.

15. Applicable law and arbitration

15.1 This Agreement shall be construed under and governed by the laws of Sweden.

15.2 Any dispute concerning the interpretation and/or application of this Agreement shall be settled by arbitration under the Rules of the Stockholm Chamber of Commerce. Arbitration proceedings shall be held in Stockholm, Sweden. The proceedings shall be conducted in the English language.

15.3 Notwithstanding the provision in clause 15.2, Redburst may, in its sole choice and discretion, institute proceedings concerning the recovery of any fees and rates unpaid under this Agreement in any court having jurisdiction over the Licensee and also in the District Court of Stockholm, Sweden, the jurisdiction of which the Licensee hereby expressly and irrevocably submits to.

June 1, 2010

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info@redburst.com

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www.redburst.com

VAT No.
SE556672770601



C) Redburst Privacy Policy

At Redburst we recognize that privacy is important. This Privacy Policy applies to all of the products, services and websites offered by Redburst Technologies AB ("Redburst") or its subsidiaries or affiliated companies; collectively, Redburst's "services".

In order to provide our full range of services, we may collect the following types of information:

- Information you provide – When you sign up for a Redburst Account or other Redburst service or promotion that requires registration, we ask you for personal information (such as your name, email address and an account password). We may combine the information you submit under your account with information from other Redburst services or third parties in order to provide you with a better experience and to improve the quality of our services. For certain services, we may give you the opportunity to opt out of combining such information.
- Cookies – When you visit Redburst, we send one or more cookies – a small file containing a string of characters – to your computer or other device that uniquely identifies your browser. We use cookies to improve the quality of our service, including for storing user preferences, improving and tracking user trends. We may set one or more cookies in your browser when you visit a website.
- Log information – When you access Redburst services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.
- User communications – When you send email or other communications to Redburst, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- Gadgets – Redburst may make available third party applications through its services. The information collected by Redburst when you enable a gadget or other application is processed under this Privacy Policy. Information collected by the application or gadget provider is governed by their privacy policies.
- Location data – Redburst offers location-enabled services. If you use those services, Redburst may receive information about your actual location (such as GPS signals sent by a mobile device) or information that can be used to approximate a location (such as a cell ID).
- Links – Redburst may present links in a format that enables us to keep track of whether these links have been followed.
- Other sites – This Privacy Policy applies to Redburst services only. We do not exercise control over the sites displayed as search results, sites that include Redburst applications, products or services, or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Redburst only processes personal information for the purposes described in this Privacy Policy. In addition to the above, such purposes include:

- Providing our services, including the display of customized content;
- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network;
- Protecting the rights or property of Redburst or our users; and
- Developing new services.

Redburst processes personal information on our servers in Sweden and in other countries. In some cases, we process personal information on a server outside your own country.

Choices for personal information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Privacy Policy, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other

than those described in this Privacy Policy, unless we have obtained your prior consent.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some Redburst features and services may not function properly if your cookies are disabled.

You can decline to submit personal information to any of our services, in which case Redburst may not be able to provide those services to you.

Information sharing

Redburst only shares personal information with other companies or individuals outside of Redburst in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against harm to the rights, property or safety of Redburst, its users or the public as required or permitted by law.

If Redburst becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will ensure the confidentiality of any personal information involved in such transactions and provide notice before personal information is transferred and becomes subject to a different privacy policy.

Information security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Redburst employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data integrity

Redburst processes personal information only for the purposes for which it was collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve our services or as otherwise permitted under this Policy. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and updating personal information

When you use Redburst services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort.

Enforcement

Redburst regularly reviews its compliance with this Privacy Policy. Please feel free to direct any questions or concerns regarding this Privacy Policy or Redburst's treatment of personal



information by writing to us at: support@redburst.com

When we receive formal written complaints at this address, it is Redburst's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Redburst and an individual.

Changes to this Privacy Policy

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent, and we expect most such changes will be minor.

Regardless, we will notify you about any Privacy Policy changes.

If you have any additional questions or concerns about this Privacy Policy, please feel free to contact us any time through our web site or via email: info@redburst.com

July 1, 2009