

- 1. Software License Agreement**
- 2. AVC Patent Portfolio License Notice**
- 3. Data Protection Notice**

1. Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE **BYSTRONIC SALES PRESENTOR SOFTWARE ("SOFTWARE"). BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL AND/OR USE THE SOFTWARE.**

IMPORTANT NOTE: To the extent that this Software may be used to reproduce materials, it is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. If you are uncertain about your right to copy any material, you should contact your legal advisor.

Title and intellectual property rights in and to any content displayed by or accessed through the Software belong to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. Except as otherwise provided in this License, this License does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you.

By using the Software, you agree that Oy CDQ Solutions Ltd may collect, maintain, process and use diagnostic, technical, usage and related information (Diagnostic and Usage Data), including but not limited to information about your device, system and application software and presentation content and use, that is gathered periodically to improve the Software as well as the quality of presentations and presentation content, facilitate the provision of Software updates, product support and other services to you (if any) related to the Software. Oy CDQ Solutions Ltd. may use this information for the purposes described above. The administrator of a specific presentation package has access to the statistical usage data and user activity in the presentations and other content.

To the extent that you upload any content through the use of the Software, you represent that you own all rights in, or have authorization or are otherwise legally permitted to upload, such content and that such content does not violate any terms of service applicable to the Software.

You agree that the Software contains proprietary content, information and material, including but not limited to any Digital Materials, that is owned by Oy CDQ Solutions Ltd., the site owner and/or their licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary content, information or materials other than for permitted use of the Software or in any manner that is inconsistent with

the terms of this License or that infringes any intellectual property rights of a third party or Oy CDQ Solutions Ltd. No portion of the Software may be reproduced in any form or by any means.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Software, in any manner, and you shall not exploit the Software in any unauthorized way whatsoever, including but not limited to, using the Software to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Software in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Oy CDQ Solutions Ltd. is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive.

LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the Software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. OY CDQ SOLUTIONS LTD. GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, OY CDQ SOLUTIONS LTD. EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM OY CDQ SOLUTIONS LTD., AND OY CDQ SOLUTIONS LTD.'S SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the Software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law. It also applies even if Oy CDQ Solutions Ltd. knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

2. AVC PATENT PORTFOLIO LICENSE NOTICE

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://www.mpegla.com)

3. DATA PROTECTION NOTICE TO **BYSTRONIC SALES PRESENTOR ("Software") USERS**

Oy CDQ Solutions Ltd acts as a controller for the personal data register of the **Bystronic Sales Presentor** ("Software") user data as referred to in the EU General Data Protection Regulation (2016/679) . In case the customer organisation (corporate client) has been granted admin rights to the Software, the customer acts as a processor of their own personnel's user data as referred to in the GDPR (2016/679).

USER DATA COLLECTED BY THE SOFTWARE

Upon installing the Software the user provides their e-mail address. Data may be collected, maintained, processed and used for diagnostic, technical, usage and related information (Diagnostic and Usage Data), including but not limited to information about your device, system and application software and presentation content and use, that is gathered periodically to improve the Software as well as the quality of presentations and presentation content, facilitate the provision of Software updates, product support and other services to you (if any) related to the Software. Data is collected and stored for statistical purposes only. No personal data is used for marketing or for any other purpose.

PERSONAL DATA STORAGE AND RIGHTS

The personal data is stored on a SSL-protected server. The data on the server is password-protected and it can only be accessed by authorised server admins. If a corporate client representative has been granted admin rights to the Software, that person has access solely to their own company's user data. No personal data can be used for marketing or any other purpose.

CHECKING AND REMOVING PERSONAL DATA

The user always has the right to check their personal data stored on the register. In order for Oy CDQ Solutions Ltd. to verify the identity of the user, all requests for checking and/or removing user data must be forwarded by the contact person of the customer organisation. The requests are to be sent by e-mail to: contact@presentor.fi. All requests for checking and removing personal data will be handled as quickly as possible, at the latest 30 days from the arrival of the request.