

## SYMETRI – SOFTWARE LICENSE AND SUBSCRIPTION TERMS – SYMETRI PRODUCTS

### 1. General

- 1.1 These Software License and Subscription Terms (the "Terms") are applicable for all licensing of Symetri's own software products (the "Licensed Programs") by applicable Symetri company ("Symetri") to the customer ("Customer"). Each a "Party" together the "Parties".
- 1.2 These Terms do not apply to any third party software.
- 1.3 These Terms also applies for any human readable documentation in hard copy or electronic form, such as program listings, flow charts, logic diagrams, input and output forms, any present or future manuals, instructions, user guides and any other materials related to Licensed Program (the "Documentation").
- 1.4 These Terms together with any other applicable agreement, appendices and/or offers issued by Symetri constitutes the agreement between the Parties (the "Agreement").

### 2. License grant and term of license

- 2.1 Subject to the Terms hereof and the Agreement, payment of all fees and any applicable user/use limitations set forth in the Agreement, Symetri hereby grants the Customer a non-exclusive, non-transferable and non-assignable, limited license to use the Licensed Programs and any Documentation. The license granted is in all cases solely granted a) within the scope of and subject to the terms of the specific license type, b) for the specific number of permitted users according to the Agreement, c) for internal business purposes only, d) for use in the EU/EEA, and e) during the term of the Agreement.
- 2.2 The license is granted either as a *Network License*, a *Stand-alone License* or a *Server License*, as specified in the Agreement. Each license is granted for a specific permitted number of users as specified in the Agreement. If the Agreement does not specify a license type or permitted number of users, the license is granted as a Stand-alone License for one (1) permitted user. The terms for each license type are specified below. Any limitations in these Terms in relation to the Licensed Programs shall apply also in relation to the Documentation.

#### 2.3 *Stand-alone License*

Under a Stand-alone License the Licensed Programs may be installed on one (1) single computer per permitted user. The Licensed Programs may not be installed on, or operated, or otherwise accessed from or through any other computer (e.g. through a network of any kind).

The Customer may also install a single additional copy of such Licensed Programs on one (1) additional computer in accordance with above provided that (i) such additional copy of the Licensed Products is accessed solely by the same person as the primary copy; (ii) such person accesses the additional copy solely to perform work while away from that person's usual work location; and (iii) the primary version and additional copy are not accessed at the same time.

#### 2.4 *Network License*

Under a Network License the Customer may permit access to Licensed Programs on multiple computers and devices, on a networked basis, only so long as the maximum number of concurrent users does not exceed the permitted number of users or other limits specified in the Agreement or in the Documentation.

The Customer may also install the Licensed Programs on a backup server, provided that the Customer may only access the Licensed Programs on the backup server during the time period when, and solely for as long as, the primary installed copy of the Licensed Programs is inoperable and only subject to the same terms and conditions as are applicable to the primary installed copy.

#### 2.5 *Server License*

Under a Server License the Customer is allowed to use the server based Licensed Programs specified in the Agreement on one application server environment at a time.

- 2.6 The Licensed Programs may only be used by users that are employed by the Customer. Provided that the Customer assumes full liability for the use of the Licensed Programs by an individual that acts as a contractor working for the Customer (such as a consultant etc.), the Licensed Programs may also be used by such a user. The right of use is intended solely for the Customer's internal operations.
- 2.7 A license is either (a) purchased or (b) rented on a term basis, as specified in the Agreement. All license rights are granted subject to the terms and conditions of these Terms and the payment of all applicable license fees. The Customer shall pay Symetri the fees,

charges and other amounts specified in the Agreement.

### **3. Subscription and Support**

- 3.1 Subscription is included in the Customer's license of the Licensed Programs for one (1) year when the Customer has purchased the license or for the term of the Agreement when the Customer is renting the license. For the purchased license the subscription can be extended after the first year by paying an annual maintenance fee. Subscription includes free updates and new software versions and releases of Licensed Program and any Documentation.
- 3.2 Subscription also includes fixes for the standard products of the Licensed Programs and such fixes will normally be provided as part of the new versions. Any such new updates, new versions and releases are regarded as a part of the Licensed Programs. For fixes and updates to customized versions of the Licensed Programs and/or any installation or configuration work Symetri will charge the Customer according to Symetri's terms and conditions for consulting services.
- 3.3 Symetri offers support subject to separate Support Terms.

### **4. Access to Licensed Programs and Delivery**

- 4.1 Symetri will make the Licensed Programs and any Documentation available to the Customer, e.g. by download.
- 4.2 The Licensed Programs are delivered when made available to the Customer for download.
- 4.3 Installation and setup of the Licensed Programs and any Documentation may only be provided by Symetri subject to a separate written agreement between Symetri and the Customer.
- 4.4 Symetri is not responsible for obtaining or maintaining any export license(s) that may be required for delivery.

### **5. Restricted use of the Licensed Programs**

- 5.1 The Customer shall only use the Licensed Programs for the agreed and intended use and in accordance with any Documentation and other instructions from Symetri.
- 5.2 The Customer shall not use or permit or encourage a third party to use the Licensed Programs in violation of these Terms and shall be liable for any of its user's use of the Licensed Programs. Especially the Customer shall not;

- (a) let any person other than the permitted users use the Licensed Programs;
- (b) itself or with the assistance of third parties, examine, copy, reproduce, translate, decompile, repair, reverse engineer or modify the Licensed Programs or any Documentation except to the extent required to obtain interoperability with other independently created software or as otherwise permitted by mandatory law;
- (c) merge (in whole or in part), bundle or distribute the Licensed Programs or any Documentation together with other software.

- 5.3 The number of permitted users may never be exceeded. The Customer shall immediately report to Symetri if the Customer needs to expand the number of permitted users.
- 5.4 Should the Customer not comply with the provisions of this clause 5, Symetri assumes no responsibility or liability whatsoever for such adverse effects in relation to the Licensed Programs which actually or potentially occur as a consequence of such breach of the Customer's obligations under these Terms. Furthermore, Symetri shall not assume any responsibility for any adverse effects in relation to the Licensed Programs resulting due to the Customer itself or with the assistance of third parties exercises its legal rights as mentioned in clause 5.2(b) above.

### **6. Fees and Payment**

- 6.1 The Customer shall pay Symetri the fees, charges and other amounts specified in the Agreement. If the Parties have not agreed about any price in writing for a specific service or product Symetri's from time to time applicable standard fees and prices shall apply.
- 6.1 The prices are adjusted annually, as from the start of a new calendar year, in accordance with the changes in the applicable index as stated on Symetri's website, see <https://www.symetri.com/about-symetri/terms-and-conditions/> if not informed otherwise by Symetri.
- 6.2 Symetri may at any time adjust any prices subject to changes in regulations, taxes, fees or similar circumstances beyond Symetri's control. Symetri may also adjust any prices for third party products or services in case such third party adjusts its prices. Any such price adjustment shall have effect one (1) month after the date Symetri's notice was sent.
- 6.3 Any prices are exclusive of a) VAT and other applicable taxes and duties (which shall be paid by the Customer in the manner and at the rate prescribed by law), and b) delivery, packaging, packing, shipping, carriage, insurance, travel, hotel and subsistence costs of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

6.4 Payment shall be made within thirty (30) days of the date of invoice. In case of late payment Symetri may, without prejudice to any other right or remedy available to Symetri, charge interest on the unpaid amount and collection charges in accordance with the applicable statutory rate. Symetri shall also have the right to a) decline to supply any products and services to the Customer, b) cancel the Agreement or treat the Agreement as having been cancelled by the Customer, and c) claim compensation for any loss or damage of any kind due to such late payment and/or cancellation of Agreement.

## 7. Audit

7.1 Symetri shall have the right, at any time during the term of the Agreement and for a period of one (1) year thereafter, to have an independent audit firm selected by Symetri perform an audit to determine and verify that the Licensed Programs and any Documentation are used in compliance with the Agreement including these Terms. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with the Customer's normal operations.

7.2 The audit will be conducted at Symetri's expense, unless the audit reveals an underpayment of license fees for the relevant period in which case the Customer shall reimburse Symetri for all reasonable costs and expenses incurred by Symetri in connection with such audit, together with any applicable license fees. The Customer shall cooperate with any audit firm selected by Symetri and, inter alia, grant such audit firm access to the Customer's premises.

## 8. Confidentiality

8.1 The content of the Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent not to be unreasonable withheld).

8.2 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement nor be disclosed by it to any third Party without the prior written consent of the other Party (such consent not to be unreasonable withheld).

8.3 The restrictions in clause 8.1 and 8.2, respectively, shall not apply to information:

- (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under that Agreement;
- (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by the Agreement;
- (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
- (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or
- (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place.

The Party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

## 9. Use of Data

9.1 Under this agreement Symetri has the right to collect and use technical information gathered from the Customer and/or its users in order to facilitate the functionality, identify support needs and improve the Licensed Programs. The technical information collected by Symetri may in some instances contain personal data. Symetri only process personal data in accordance with applicable data protection laws, and only to the extent necessary to fulfil the purposes of the collection.

9.2 When Symetri provides a license to the Customer and process personal data as described in clause 9.1 Symetri will not process personal data as a processor. When Symetri is processing personal data on behalf of the Customer, a separate Data Processing Agreement shall be agreed.

## 10. Intellectual Property Rights

10.1 Any and all intellectual property rights to the Licensed Programs and any Documentation are owned by Symetri and, as the case may be, Symetri's suppliers. Except only as expressly stated herein, the Customer

is not granted any license, right or franchise with respect of the Licensed Programs or any part thereof.

10.2 Unauthorized use or copy of the Licensed Programs constitutes unlawful infringement of intellectual property rights and may lead to liability for damages and other remedies in accordance with the legislation in force and/or the Agreement including these Terms.

## 11. Infringement of Intellectual Property Rights

11.1 Subject to the limitation of liability defined in Clause 13, Symetri undertakes to defend, indemnify and hold harmless the Customer from and against any and all damages, costs and expenses payable by the Customer incurred as a result of any claim, suit or proceeding brought against the Customer based on the allegation that the use of the Licensed Programs constitutes an infringement of any intellectual property rights; provided that Symetri has been notified without undue delay in writing of such claim, suit or proceeding and given authority, reasonable information, and assistance (to a reasonable extent by the Customer and at Symetri's expense) to settle the claim or control the defence of any suit or proceeding. In the event and to the extent Symetri does not initiate and proceed with a defence in a professional manner, the Customer may take all necessary steps, at the expense of Symetri, to defend and settle the claim, in which case the Customer will inform Symetri in writing of any such legal actions taken. Before the Customer takes any such action it shall inform Symetri in writing and ensure Symetri is given time to initiate a defence.

11.2 If the Licensed Programs becomes, or in Symetri's opinion is likely to become, the subject of any such claim, suit or proceeding as referred to in clause 11.1, Symetri shall, at its option and expense, either:

- (a) procure for the Customer the right to continue to use the Licensed Programs in accordance with the Agreement;
- (b) replace the allegedly infringing parts of the Licensed Programs with non-infringing equivalents;
- (c) modify the Licensed Programs so that it becomes non-infringing without detracting from function or performance; or
- (d) if in Symetri's opinion none of the possibilities set out above are commercially feasible, terminate the Agreement and take back the infringing Licensing Programs and reimburse the license fee to the Customer, with a deduction of a reasonable sum in respect of the Customer's use of the Licensed Programs to the date of termination.

11.3 The obligations set forth in clauses 11.1 and 11.2 shall not apply if the claim is caused by, or results from:

- (a) the Customer's combination or use of the Licensed Programs with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or non-modified or independent use of the Licensed Programs;
- (b) modification of the Licensed Programs according to Customer's specification or by anyone other than Symetri if the third party claim would have been avoided by use of the unmodified Licensed Programs;
- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
- (d) the Customer uses or has used the Licensed Programs in a manner not in accordance with the Agreement or Symetri's written instructions.

11.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in clause 11.1

11.5 The Customer shall indemnify and hold harmless Symetri from and against any and all damages, costs and expenses (including reasonable fees of attorneys and other professionals) incurred as a result of any claim, suit or proceeding brought against Symetri based on the allegation that the Customer's use of the Licensed Programs constitutes an infringement of any third party rights, including but not limited to, if such claim results from:

- (a) the Customer's combination or use of the Licensed Programs with software, services, or products developed by the Customer or third parties or based on the Customer's specification, if the claim would have been avoided by the non-combined or non-modified or independent use of the Licensed Programs;
- (b) modification of the Licensed Programs according to Customer's specification or by anyone other than Symetri if the third party claim would have been avoided by use of the unmodified Licensed Programs;
- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
- (d) the Customer uses or has used the Licensed Programs in a manner not in accordance with the Agreement or Symetri's written instructions.

## 12. Limited Warranty

- 12.1 Symetri warrants for a period of one (1) year after delivery to the Customer, that the Licensed Programs, when used in accordance with any Documentation and in accordance with Symetri's instructions, will operate and perform substantially in accordance with any provided specification and any Documentation.
- 12.2 In case of defects for which Symetri is liable Symetri shall at its own option, either a) provide an update, new version or rectify the defect in accordance with clause 3, b) replace the Licensed Programs with non-defect software; or c) refund the license fee received from the Customer for the defect Licensed Program. In order to be valid, claims for defects shall be made in writing as soon as the defect is discovered and at latest as stipulated in a separate support agreement between the Parties.
- 12.3 Symetri is not liable for defects that are wholly or partly caused by the Customer, its personnel, or the computer environment used by the Customer, or wholly or partly a result of incorrect or altered conditions for the Licensed Programs or any Documentation.
- 12.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of any breach of warranties as referred to in this clause 12.
- 12.5 The Customer assumes full responsibility for its use of the Licensed Programs and any information entered, used and stored therein as well as for ensuring that data is not inadvertently modified, deleted, destroyed or disclosed, and for the accuracy and integrity of the results of using the Licensed Programs. Symetri assumes no responsibility for the Customer's negligence or failure to take adequate measures to protect data from modification, deletion, destruction or disclosure.
- 12.6 The Customer is solely responsible for determining the appropriateness of using the Licensed Programs and any Documentation and assumes any risks associated with its exercise of permissions under this license.

## 13. Limitation of Liability

- 13.1 Either Party shall in no event be liable for (i) any indirect, incidental, special, consequential, punitive or tort damages, nor (ii) for any loss of use or data, or production or for lost profits, savings or revenues of any kind (whether direct, indirect or consequential); no matter what theory of liability, even if the Party has been advised of the possibility of such damages. In addition, in no event shall Symetri's total liability for all damages, losses and causes of action exceed an amount equivalent to the lowest of a) the amount paid or payable by Customer to Symetri for the type of service or product causing the damage, loss or

cause of action during one (1) year preceding the time of the event causing such damage, loss or cause of action, and b) EUR 100 000.

- 13.2 Any claim for compensation of any kind towards Symetri shall be notified to Symetri without undue delay and at latest three (3) months after the relevant service or product was delivered by or from Symetri, unless a specific warranty given prescribe a longer period.
- 13.3 The limitation of liability set forth herein does not apply in case of willful misconduct or gross negligence.

## 14. Force Majeure

If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably expected to have taken into account at the time the Agreement was entered into, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

## 15. Term and Termination

- 15.1 The Agreement and the license rights granted thereunder shall be effective as follows.

*When the Customer is renting the license:* an initial term of one (1) year unless otherwise is agreed between the Parties in writing. Unless terminated by either Party giving the other Party at least three (3) months written notice, the Agreement shall thereafter continue in effect until further notice with the same notice period.

*When the Customer has purchased the license:* as long as the Customer uses the Licensed Product.

- 15.2 Symetri may terminate the Agreement with immediate effect if the Customer fails to comply with any terms and conditions of the Agreement, including these Terms.
- 15.3 If the Agreement is terminated any rights granted to the Customer pursuant to the Agreement shall automatically cease and the Customer shall cease any and all use of the Licensed Programs.
- 15.4 Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:
- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to

remedy such breach or non-performance within 30 days after receipt of written notice; or

- (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

- 15.5 The provisions contained in the Agreement that are express or by their sense and context are intended to survive the termination of the Agreement, shall so survive, including but not limited to clauses 8 (Confidentiality) 13 (Limitation of liability) and 17 (Disputes and governing law) in these Terms.

## 16. Miscellaneous

- 16.1 Symetri's waiver of any of its rights or remedies under the Agreement must be in writing and duly executed by Symetri. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.
- 16.2 The Customer may not assign any of its rights or obligations under the Agreement without Symetri's prior written consent. Symetri may assign any of its rights or obligations under the Agreement without the Customer's prior consent, including Symetri's right to receive payment under this Agreement.
- 16.3 Symetri is entitled to sub-contract a third party to perform any of its obligations under the Agreement without the Customer's consent.
- 16.4 Changes and additions to the Agreement, including to this Clause 16.4, must be in writing and duly executed by the Parties.
- 16.5 The Agreement contains the entire Agreement between the Parties with respect of the subject matter thereof, and supersedes all prior or contemporaneous Agreements or understandings, whether oral or written.
- 16.6 All correspondence and notifications pursuant to the Agreement shall be in writing.

## 17. Disputes and Governing Law

- 17.1 Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of

Commerce. The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitration proceeding shall be English (unless otherwise is agreed by the disputing parties).

- 17.2 All arbitral proceeding conducted pursuant to Clause 17.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award, nor be disclosed to any third part without the prior written consent of the Party which the information relates.
- 17.3 Notwithstanding the foregoing, Symetri may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The Parties do hereby accept that the jurisdiction of such court shall apply for such purpose.
- 17.4 The Agreement, including this Clause 17.4, shall be governed by and construed in accordance with Swedish law.