

## MABEMA AB'S SOFTWARE END-USER LICENSE AGREEMENT

### 1. Applicability of the EULA etc

- 1.1 This end-user license agreement (“**EULA**”) is an agreement between Mabema AB, Swedish corporate reg.no 556618-4510 (“**Mabema**” or the “**Licensor**”) and you, on behalf of the entity you represent or from whom you are using the Software (as defined below) (in either case the “**Licensee**”) and governs the Licensee’s use of the Software (as defined below). The Licensee may be a Partner or an End-User.
- 1.2 This EULA shall also apply to subsequent updates, upgrades and new versions (if any) of the Software provided to the Licensee, unless otherwise agreed at the time of provision of the subsequent update, upgrade or version, respectively.
- 1.3 In addition to this EULA, individual agreements between Licensee and Mabema or, if applicable, Mabema’s Partner, and/or, quotations, product descriptions and/or general terms of delivery of Mabema or, if applicable, Mabema’s Partner supplying or providing the Software (collectively the “**Terms**”) shall also apply. If the Terms and the EULA contain conflicting provisions, the provisions of the Terms shall however prevail with regard to the Software (as defined below).
- 1.4 Licensee agrees to be bound by the terms of this EULA through (a) Licensee’s installation or use of the Software (or authorizing others to do so); or (b) Licensee’s express agreement to this EULA; whichever applies first.
- 1.5 If and to the extent Licensee’s right, according to the Terms, to use the Software is time restricted and/or restricted in other ways, for example by functional restrictions, or in relation to the number of devices on which the Software may be used, the provisions of the EULA shall apply, however that all rights of Licensee in relation to use of the Software in such a situation shall be limited to the period during which such arrangement applies and/or with the applicable limitations, as set forth in and according to the Terms.

### 2. Definitions

- 2.1 “**End-User**” means (i) a legal entity that has a right to use the Software on the basis of an agreement entered into between such legal entity and Mabema or Partner, or (ii) that has rightfully acquired such right by an earlier rightful End-User pursuant to Section 3.1.2.
- 2.2 “**EULA**” is defined in Section 1.1 above.
- 2.3 “**Documentation**” means Licensor’s information manuals in printed or electronic form containing operating instructions and performance specifications in relation to the Software and that are made available to Licensee together with the Software.
- 2.4 “**Licensee**” is defined in Section 1.1 above and may be a Partner or an End-User.
- 2.5 “**Mabema**” is defined in Section 1.1 above.
- 2.6 “**OSS**” is defined in Section 5 below.
- 2.7 “**Partner**” means a partner, distributor, agent or supplier of Mabema that has entered into an agreement with Mabema under which it licenses the Software for the purpose of, i.a. delivering and transferring the license to the Software to End-Users.
- 2.8 “**Products**” means collectively the Software and Documentation.
- 2.9 “**Software**” means Mabema’s computer software product(s) in object code format.
- 2.10 “**Terms**” is defined in Section 1.3 above.
- 2.11 “**Third Party Software**” is defined in Section 5 below.

### **3. License Grant**

- 3.1 Subject to the terms and conditions the EULA and the full and timely payment of all fees and amounts related to Licensee's purchase and use of the license to the Software, Mabema and its licensors grants to Licensee a non-exclusive, non-transferable (subject to subsections 3.1.1-3.1.2 below), revocable, time-restricted or perpetual (subject to the applicable Terms), right to use the Software and Documentation provided under the Terms for Licensee's internal business use at the intended capacity levels and locations and other specified use (if any) as set forth in the Terms. Furthermore, the license granted herein shall also, if and to the extent applicable in your capacity as Licensee, include the following.
- 3.1.1 In relation to Partners, the license granted herein includes a right to transfer the aforesaid license and other parts of this EULA to Partner's customers (i.e. to End-Users), subject to the provisions herein. The Partner shall, however, regardless of such transfer of license, continue to have the right to take such actions and/or perform such work in relation to the Software as is necessary in order to fulfil its obligations to Partner's customer (i.e. the End-user(s)) under the relevant purchase and/or support agreement regarding the Software with the End-User.
- 3.1.2 In relation to End-Users, the license granted herein includes a right to transfer (but not sublicense) the right of use to subsequent owners of the Software, provided (i) that the subsequent owner agrees to this EULA in its entirety, and (ii) to the extent applicable, that the Software is transferred together with such hardware and/or other software that the earlier rightful End-User acquired by Mabema (or Partner) under the Terms, unless otherwise agreed between the End-User and Mabema. Any costs and expenses incurred by Mabema due to the license transfer and other required actions (if any) related thereto, shall be borne by the End-User.
- 3.2 Mabema shall not be obliged to provide the source code for any Software, except to the extent expressly set forth in this EULA or such obligation follows under applicable mandatory law.
- 3.3 The Licensee hereby accepts that by using the Software the Licensee permits the Licensor to use the Software to collect and process Licensee's user data processed through the Software for research, development and statistics purposes. Such data will be un-identifiable.

### **4. License restrictions**

- 4.1 To the extent permissible under applicable mandatory law, Licensee agrees not to:
- 4.1.1 decompile, disassemble or reverse engineer the Software;
- 4.1.2 modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software or Documentation;
- 4.1.3 merge the Software with any other software except, if and to the extent applicable, as expressly set forth in the Documentation and/or the Terms;
- 4.1.4 use, copy (save for such copies as are necessary in order to use the Software for its intended purpose and/or back-up copies of the Software for internal purposes) sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by this EULA;
- 4.1.5 distribute, disclose, or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties;
- 4.1.6 enable any Software features or capacity which Licensor licenses as separate products without Licensor's prior written consent; and/or
- 4.1.7 permit or encourage any third party to do any of the foregoing.

4.2 The restrictions set forth in Section 4.1 shall, for the avoidance of doubt, not prevent Licensee's integration of the Software with other software (owned by Licensee) to the extent necessary in order to use the Software for its intended purpose or, if applicable, to the extent set forth in the Terms.

4.3 To the extent that the Licensee is expressly permitted by applicable mandatory law to undertake any of the activities listed in Section 4.1, Licensee shall at all times maintain any copyright notices provided on the Software, Documentation and associated packaging and any copies thereof. Licensee shall ensure that any permitted copy of the Software is produced only for Licensee's own benefit, that it is clearly marked on the copy that such copy is subject to copyright and confidentiality, and that a written list is maintained of the number of copies and place of storage.

## 5. Source code examples

5.1 Notwithstanding what is set out in Section 4, if and to the extent Mabema provides source code examples attributable to the Software to the Licensee, such source code examples may freely be modified by the Licensee. Source code examples are provided "as is" and without any warranties or other undertakings with regard to specific performance, stability, degree of functionality or other features. Mabema's liability for defects or otherwise under Sections 10 - 11 shall therefore not in any case apply in relation to any source code examples.

## 6. Third party software

6.1 The Software may include technology or elements that is provided by third parties, including open source software ("OSS") (collectively referred to as "Third Party Software"). Third Party Software is subject to the license terms accompanying such Third Party Software ("Third Party Software License Terms"). In case of discrepancies in this EULA and any of the Third Party Software License Terms, the possibly more restrictive regulations shall apply, with the following exception: to the extent the provider of Third-Party Software explicitly permits or demands the activities otherwise prohibited pursuant to section 4.1 hereof, the terms of use of the Third-Party Software shall prevail over this EULA.

6.2 To the extent the Licensee's right to use the Software or parts thereof are subject to OSS license terms, Licensee's rights to use such OSS shall in no way be restricted by the terms under this EULA. Mabema shall and will inform the Licensee about the use and the terms of use of the OSS and provide the terms of use if so required. Furthermore, if applicable OSS license terms require the source code to the OSS to be provided, Mabema shall provide it upon Licensee's written request (as the case may be against payment of delivery and administration cost) and subject to Mabema's actual possession of or availability to access such source code.

## 7. All Rights Reserved

7.1 The Licensee has no and does not gain any ownership rights in the Software (or any intellectual property rights contained therein), but only license rights according to the License set out in this EULA.

7.2 Except for the limited license granted in this EULA, Licensor and its licensors reserves all rights in the Software and Documentation and any modifications thereto, including title, ownership rights, intellectual property rights, trade secrets and any other rights and interests.

7.3 This EULA does not grant the Licensee any rights in the trademarks or service marks of Mabema, all of which remain the exclusive property of Mabema and its affiliates. The Licensee may not alter or remove trademarks, service marks or other markings from the Software or the Documentation or their associated packaging.

## 8. Audit and remote access

8.1 At Licensor's request and upon reasonable notice, Mabema will have the right to inspect and audit Licensee's compliance with the license terms of this EULA during normal business hours, but no more than once annually. Licensee will cooperate with the audit and will grant assistance and access to applicable records, materials, equipment, and personnel. If an audit reveals that the Licensee possesses or at any time possessed any unlicensed copies of the Software or Licensee has made use of the Software beyond the licensed features

or capacity restrictions, Licensee will pay Mabema the applicable license fees immediately upon request and an administrative mark-up of thirty (30%) of the earlier underpayment amount. Should such non-authorized use be considered to be intentional or grossly negligent or if the underpaid license fee is calculated to exceed SEK 50,000, or equivalent amount in the currency set out in the Terms, Mabema may, in its sole discretion, elect to apply any other available remedies under this EULA or applicable law, including immediate termination of this EULA and compensation claims for actual loss or damage incurred.

8.2 Mabema's audit rights set out in Section 8.1 above, may be exercised either through site visits on the relevant Licensee's site where data and documentation for review is available or, if Mabema so requests, via remote access. The Licensee undertakes to set up a remote communication facility (via internet) to the relevant Licensee installation(s) of the Software as to enable and facilitate Mabema's execution of its audit rights in this EULA.

## **9. Infringements**

9.1 Subject to the limitations set forth in this Section 9, Mabema shall pay those direct costs (including reasonable costs for external legal counsel) and damages finally awarded against the Licensee in connection with any claim of a third party, based on infringement of copyright or other intellectual property rights existing at the time of delivery of the Software to Licensee, resulting from Licensee's rightful use of the Software, and the reasonable costs of defense incurred by the End User in connection therewith.

9.2 Mabema's liability under Section 9.1 shall only apply to the extent:

9.2.1 Licensee without delay notifies Mabema in writing of any such claim which Licensee receives;

9.2.2 Licensee permits Mabema to assume and control the defense and settlement of any such action or claim, at Mabema's expense;

9.2.3 Licensee does not prejudice the defense of the action or claim nor makes any admission as to liability or compromise or agree to any settlement of any such action or claim without the prior written consent of Mabema; and

9.2.4 Licensee provides Mabema with such assistance, documents, authority and information as Mabema may reasonably require in relation to the action or claim and defense or settlement thereof.

9.3 Notwithstanding the foregoing, Mabema shall not be liable for any claim in respect of an alleged or actual infringement which:

9.3.1 arises out of any unauthorized use, reproduction or distribution of the Software or a corresponding violation of applicable Third Party Software License Terms;

9.3.2 arises out of any modification or alteration of the Software by anyone other than Mabema (including, for avoidance of doubt, any modification or alteration by Licensee or anyone other than Mabema of source code examples as set forth in Section 5);

9.3.3 arises out of the use of the Software in combination with any other software or equipment not provided by Mabema or otherwise approved in writing by Mabema (including such general instructions/recommendations from Mabema as equipment/software compatible with the Software);

9.3.4 arises from any experimental and/or non agreed or foreseen use of the Software (not approved in writing by Mabema)

9.3.5 is based on claims that, in whole or in part, are based upon allegations that the Software infringes national or international patents or patent applications; or

9.3.6 would have been avoided by use of the then-current release of the Software (if such has been recommended to the Licensee by Mabema) or if the Licensee had followed Mabema's reasonable earlier instructions with regard to implementation of any other later version of the

Software (provided that Licensee's adherence to such instructions does not significantly adversely affect Licensee's agreed use of the Software).

- 9.4 If an infringement of intellectual property rights occurs and Licensee has complied with its undertakings under section 9.2, Mabema shall, within a reasonable time, in its sole discretion be entitled to: (i) provide for Licensee the right to continue to use the infringing Software, (ii) change the Software so that the infringement ceases (but maintain the agreed functionality of the Software), (iii) replace the infringing Software with other Software having an equivalent function, the use of which does not result in an infringement, or (iv) if neither of the above can be achieved after the exercise of commercially reasonable efforts, terminate this EULA and refund to the Licensee the agreed price for the Software actually paid by the Licensee to Mabema, less an amount reasonably equal to depreciation of the license from the date of purchase of the License until termination date.
- 9.5 With regard to Third Party Software, Mabema's responsibility for possible infringement claims in relation to Licensee shall correspond and be limited to the third party licensor's liability towards Mabema for such claims.
- 9.6 Except as expressly stated in this section 9, Mabema shall have no liability towards Licensee for any infringement of third parties' rights caused by Licensee's use of the Software.

## **10. Defects in the Products**

- 10.1 The Software and the Documentation are provided to the Licensee "as is" and shall materially conform to Mabema's specifications and instructions in relation to the same, including the Documentation. Mabema does not warrant that the Software is error-free or can be used uninterrupted. All other warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and noninfringement are hereby disclaimed. Any warranties (if any) made by Mabema according to the Terms as applicable for Licensee's purchase/use of the Product, shall remain unaffected and continue to apply notwithstanding the above limitation in relation to the Software.
- 10.2 Any support and maintenance of the Software (i.a. technical assistance, remedy of defects, provision of updates, upgrades, new versions and/or modifications), will be provided by Mabema in accordance with the Terms. If and to the extent the Terms does not include any responsibility for defects in the Software, Mabema's responsibility for defects in the Software shall be exclusively governed by this Section 9.
- 10.3 Licensor shall, to the exclusion of all other remedies available at law or otherwise, remedy defects in the Software from the date when the Software is received by Partner or End-User from Mabema and for a period of ninety (90) days after the End-User's reception of the Software from Mabema or Partner, unless otherwise set out in the Terms. Mabema shall however have no liability whatsoever for any defects that are minor or insignificant for Licensee's use of the Software or otherwise do not result in any actual operational effects for the Licensee. Licensee shall provide Mabema with written notice of any defect in the Software (containing a description of the defect and, if possible, how it is manifested or reproduced) without undue delay after Licensee became aware of the circumstances giving rise to the defect or the date when it ought reasonably to have become so aware and not, in any case, later than ninety (90) days after Licensee's reception of the Software. If no such notice is provided by Licensee, Mabema shall have no responsibility for defects in the Software. For the avoidance of doubt, Mabema's obligation to remedy defects in accordance with this Section 10.3, does not include any obligation towards any subsequent owner of the Software, as provided for under Section 3.1.2, unless otherwise expressly agreed between Mabema and such subsequent owner.
- 10.4 Mabema exclusively decides how and where to rectify a defect in the Software however to a reasonable extent taking into account the relevant circumstances at the time for Licensee's defect notice, including the actual operational effects of the Defect for the Licensee. Rectification can either be made by redelivery, reprogramming, bypassing or in any other way eliminating or materially reducing the consequences of defects in the Software, provided however that the Software always shall correspond to the applicable specification. If Mabema does not remedy a defect in the Software within a reasonable time considering the circumstances, the Licensee may, by notice in writing to Mabema, specify a final period – which shall not be less than thirty (30) days - for rectification. If Mabema fails to remedy the Software within such final

period, the Licensee may terminate this EULA and return the Software to Mabema and thereupon, be entitled to a refund of any license fee paid to Mabema hereunder. Licensee's right to terminate the EULA and to receive a refund of the license fee, subject to the agreed limitations under the Terms, shall constitute full and final compensation for Mabema's liability for all and any defects in the Software and the consequences thereof.

- 10.5 Mabema shall not have any liability to remedy defects in the Software where such defects arise as a result of any defect, non-compliance or non-agreed use of the Software by the Licensee with respect to the EULA. To the extent any defects in the Software occur (i) as a consequence of any modifications of the Software made by the Licensee (or any third party upon Licensee's request or instructions),(ii) due to defects in third party products not provided by Mabema, or (iii) due to the use of the Software in combination with any other software or equipment not approved in writing by Mabema (including such general instructions/recommendations from Mabema as equipment/software compatible with the Software) Mabema shall have no liability or responsibility for any direct or indirect adverse effects of such modifications or defects. If the Licensee has notified Mabema of a defect, and no defect for which Mabema is responsible is found or can be reproduced, Mabema shall be entitled to reasonable compensation for work performed and costs and expenses incurred as a result of such notice from Licensee.
- 10.6 Unless otherwise expressly agreed between the parties, Mabema's obligation to remedy defects in the Software in accordance with this Section 9 is conditional upon that Mabema has access to the Software by means of remote access or that the remedial work otherwise can be performed by Mabema at Mabema's premises.
- 10.7 Mabema will not be obligated under this EULA to provide a remedy for old versions of the Software, if remedy for a defect already exists in newer versions of the Software. The Licensor does not guarantee that the Software can be used without disruption, that provided remedies can be used without disruption or reductions of the Software's performance or capacity, or that all problems will be solved.
- 10.8 Except as stated in this section 10, all express or implied conditions, representations and warranties written or oral, including, without limitation any implied warranty or condition of merchantability or fitness for a particular purpose, satisfactory quality or arising from a course of dealing, law, usage or trade practice are hereby excluded to extent allowed by law.

## **11. Limitation of liability**

- 11.1 In no event shall either party be liable for any indirect, consequential, incidental, special, or punitive damages or losses of any kind arising under any theory of liability (including tort), including without limitation damages or losses for loss of profits, loss of production or anticipated savings, business interruption, loss or corruption of business data or digital information, or other monetary loss, even if the breaching party has been advised of the possibility of such loss or damage.
- 11.2 Except for Mabema's indemnification obligation hereunder with regard to infringement of certain third-party intellectual property rights and in case of breach of the confidentiality obligations hereunder, Mabema's maximum aggregate liability under this EULA (regardless of the form of action, whether in contract, tort, due to breach of warranty or otherwise) shall be limited to direct damages not to exceed the amount of SEK 100,000 or the equivalent amount in the currency set out in the Terms, for all and any incidents or breaches of this EULA during the term of this EULA and thereafter. Further, in relation to the Licensee Mabema assumes no liability of any kind to US or Canadian companies, corporations, individuals or other entities or direct or indirect claims from end users based upon applicability of any laws in the United States of America or Canada.
- 11.3 Licensee forfeits its right to bring a claim in damages or compensation for loss where a written claim is not made within three (3) months after the Licensee became, or should reasonably have become, aware of the basis for the claim.
- 11.4 The foregoing limitations, exclusions and disclaimers set forth in this EULA shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. The limitations above shall however not apply in case of intentional misconduct or gross negligence from the breaching party. For

avoidance of doubt, however, Licensee's obligation to pay the license fee for the Software or any other amount payable to Mabema, as agreed in this EULA or under the Terms, shall not be limited or excluded by this limitation of liability.

## **12. Export control**

- 12.1 Licensors performance of its obligations under this EULA or the Terms may be subject to export control licenses. If any such export control license requires signed end user certificates or any other Swedish or foreign governmental approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents.
- 12.2 Licensors shall make reasonable efforts to obtain the necessary export control licenses, but the parties acknowledge that the issuance of export control licenses is at the sole discretion of the relevant authorities. If any necessary export control license is delayed, denied or revoked, Licensor shall notify Licensee thereof in writing without delay, and Mabema shall be entitled to a corresponding extension of the time for provision of the Software, including, if any, associated Products, other equipment and possible services.
- 12.3 Should the Software be subject to any export control licenses or any other Swedish or foreign governmental restrictions, Licensee undertakes to conform to and apply the – from time to time – valid terms of such export control licenses or restrictions.

## **13. Term and termination of license**

- 13.1 Unless expressly agreed otherwise, the granting of the license is subject to and conditional upon Licensee's payment of the agreed license fee and other amounts payable (if any) to Mabema. The EULA is concluded for the term contractually agreed upon or specified in the product description in accordance with the Terms.
- 13.2 This EULA may be terminated:
  - 13.2.1 by either party if the other party commits a breach of any material obligation of the EULA or the Terms (where Licensee's non-payment or non-timely payment of any license fees or any other agreed amount under the Terms shall constitute a material breach by Licensee) and which (in the case of a breach capable of being remedied) has not been remedied within thirty (30) days of a written request to remedy the same;
  - 13.2.2 by either party if the other party is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets;
  - 13.2.3 by Mabema if Mabema in its reasonable opinion in accordance with Section 9.4 has determined that neither of its other options in Section 9.4 is available;
- 13.3 Upon termination, Licensee will, if applicable, immediately pay all outstanding license fees (including applicable termination charges), cease use and delete installed Software, return all copies of the Software in Licensee's possession, and certify compliance with all of the obligations in this paragraph to Licensor in writing.
- 13.4 All provisions relating to confidentiality, intellectual property rights, nondisclosure and limitation of liability shall survive any termination of this EULA.

## **14. Miscellaneous**

- 14.1 Licensee acknowledges that Third Party Software may be included with the Software and that such third parties are beneficiaries to this EULA and are entitled to enforce their respective rights.
- 14.2 Licensee acknowledges that the Software and Documentation are regarded as confidential by Licensor and its licensors and suppliers ("**Confidential Information**") and Licensee agrees at all times to protect and preserve in strict confidence the Software and Documentation. The Licensee agrees not to permit or

authorize access to, or disclosure of the Software and Documentation to any person or entity other than employees of Licensee or on site sub-contractors who have agreed in writing to be bound by the terms of this EULA and have a need to access the Software and Documentation for the benefit of the Licensee.

14.3 If any provision shall be deemed by any court to be invalid, illegal, or unenforceable, such provision will be enforced to the maximum extent permissible by law, and the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired.

14.4 If any provision of this EULA or part thereof shall to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary and reasonable adjustment of the EULA in order to secure the vital interests of the parties and the main objectives prevailing at the time of execution of the EULA. Failing an agreement between the parties on adjustments of the EULA, such adjustments shall be made by arbitrators in accordance with the provisions of the arbitration clause in this EULA.

## **15. Governing law and disputes**

15.1 This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

15.2 Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The language to be used in the arbitral proceeding shall be English and the place for such proceeding shall be Linköping, Sweden.