

ExOpen Systems AB

General Terms and Conditions for SaaS Services

These General Terms and Conditions for SaaS Services (the "GTC") apply to the services provided by ExOpen Systems AB ("ExOpen") to the customer ("Customer"). The GTC, together with the documents listed below, constitute the "Agreement".

- (i) Order Specification
- (ii) Product Specification
- (iii) Price List
- (iv) The GTC
- (v) Data Processing Agreement

In the event of any conflicts between the contractual documents, the documents shall take precedence in the order presented above. The Data Processing Agreement will however always take precedence over any other document forming part of the Agreement in regard to any data processing activities.

1. Definitions

"Confidential Information" means any and all information (whether in written or oral form), including without limitation the existence and content of this Agreement, information of each Party's business or operations, financial information, trade secrets, information concerning any third party (e.g. Company's customers), customer lists, Personal Data and other information except information which the receiving Party can demonstrate:

- (i) is or becomes common knowledge otherwise than as a result of a breach of this Agreement;
- (ii) was in the receiving Party's possession before receiving such information from the other Party; and,
- (iii) was not obtained, directly or indirectly, by or as a result of a breach of a confidentiality obligation.

"Customer Data" means all content, data or information processed and/or submitted directly or indirectly by Customer or on Customer's behalf (with or without Customer's permission) in relation to Customer's use of the Service.

"Data Processing Agreement" means the data processing agreement between ExOpen and Customer governing ExOpen's processing of Customer's Personal Data.

"Data Protection Laws" means the from time to time applicable laws and regulations in respect of processing of Personal Data, including but not limited to, the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as well as supervisory authority's binding decisions, regulations and

recommendations and supplementary local adaptations and regulations in respect of data protection.

"Effective Date" means the date both Parties have signed (whether electronically or manually) the Agreement.

"Intellectual Property Rights" means patents, trademarks, service marks, , logotypes, copyright including neighbouring rights, typography rights, domain names, database rights, registered designs and unregistered design rights, inventions, trade secrets, Confidential Information, know-how and other proprietary information, including but not limited to algorithms, machine learning models and methods used for and/or within software, and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of them which may subsist anywhere in the world, including any improvement, enhancement, derivative work of the foregoing, as well as any application for, license, sub-license or right to use any of the aforementioned and any rights to apply for registration of such right.

"Order Specification" means the order specification provided by ExOpen detailing Customer's purchase of the Services.

"Party" means ExOpen and the Customer individually and "Parties" means ExOpen and the Customer jointly.

"Personal Data" means any information that, directly or indirectly, can identify a living natural person.

"Price List" means ExOpen's price list applicable from time to time.

"Product Specification" means the specification detailing the technical and operational functions and requirements of the Services.

"Services" means the data warehouse services provided by ExOpen in accordance with this Agreement.

"Term" means the term stated in the Order Specification.

"Territory" means the country or countries specified in the Order Specification.

"Third-Party Applications" means online, web-based applications and offline software products or services that are (i) provided by third parties, (ii) interoperate with the Services, and (iii) may be either separate or conjoined with the Services and whether or not such are indicated by ExOpen as being third-party applications.

2. License

Subject to Customer's compliance with the terms and conditions of this Agreement, Customer is granted a non-exclusive, non-transferable and limited right to use the Services in its internal business operations in the Territory. The license is granted for the number of data points and business systems agreed in the Order Specification. Within reasonable time after entering into this Agreement, ExOpen shall provide Customer with access to the Services.

If Customer wishes to increase Customer's volume of data points or business systems connected to the Services, Customer shall notify ExOpen to agree on the terms for such additional volume or capacity. ExOpen shall accept any request from Customer concerning additional volume or capacity unless ExOpen can show reasonable grounds to deny Customer's request.

ExOpen reserves the right to make improvements, additions and changes, or to remove functions of the Services at ExOpen's sole discretion provided that such improvements, additions or changes do not adversely affect Customer's use of the Services. Upon the Parties' agreement, ExOpen may provide consulting services. Such services shall be governed by ExOpen's terms for consulting services applicable from time to time.

3. The Customer's Use of the Services

Customer shall only use the Services in accordance with the Agreement and shall not:

- (i) access the Services in violation of any law or regulation;
- (ii) access the Services in any manner that may (a) compromise, break or circumvent any of ExOpen's technical processes or security measures associated with the Services, (b) affect the security vulnerability of ExOpen's systems, servers or networks, or (c) in any other way that may affect the integrity or operation of the Services, ExOpen's servers or networks;
- (iii) access the Services in order to replicate, distribute, disclose or compete with the Services;
- (iv) attempt to reverse engineer or otherwise derive source code, trade secrets or know-how of the Services; or
- (v) attempt to use the Services in a manner that exceeds rate limits or constitutes excessive or abusive usage.

Customer is fully responsible for maintaining the security of Customer's IT environment, such as the operating environment, networks and applications. Customer is further always responsible for ensuring safe management of login details such as usernames and passwords for the Services and is always liable for any acts or omissions to act via Customer's user account(s). If Customer becomes aware of unauthorized use of Customer's user account, Customer must immediately inform ExOpen.

If Customer's use of the Services jeopardizes the Services, ExOpen's systems, servers, networks or other customers' use of the Services, ExOpen is at its sole discretion entitled to suspend the Services until remedied by Customer or terminate the Agreement

with immediate effect and claim compensation from Customer.

4. Third-Party Applications

Customer acknowledges that ExOpen may include Third Party Applications to provide the Services. ExOpen's liability for such Third-Party Applications is limited to any damages and remedies available to ExOpen under the agreement with the provider of the Third-Party Application. Third Party Applications will be charged separately from the Services.

5. Fees and Payment

Customer shall pay the fees applicable to the Services as set out in the Order Specification from the Effective Date of this Agreement. If no fees are specified in the Order Specification, the prices in the Price List shall apply.

All prices are exclusive of VAT. ExOpen may on a yearly basis, beginning on the first anniversary following the Effective Date, adjust the fees according to the changes in the Statistics Sweden's (Swe. *Statistiska Centralbyrån*) Labour Cost Index for non-manual workers (LCI non-man) preliminary index, SNI 2007 class J (Information- and communication companies).

All payments are due thirty (30) days from the invoice date. If Customer fails to make full payment on time, ExOpen is entitled to interest on overdue payment in accordance Swedish law, a reasonable late payment charge and/or debt collection fee according to applicable laws.

In addition to any other remedies available under the Agreement, if full payment is not received within ten (10) days from the date a written reminder was sent by ExOpen, ExOpen may immediately suspend the Services and/or terminate the Agreement with immediate effect pursuant to section 12.

6. Intellectual Property Rights

Any and all Intellectual Property Rights in and to the Services shall remain vested in ExOpen and/or its licensors. This includes any changes to the Services regardless of whether such have been initiated and/or paid by Customer or ExOpen. Nothing in this Agreement shall be interpreted as a transfer of such rights, or part thereof, to Customer. Customer shall not remove or alter any proprietary markings of ExOpen or its licensors in the Services.

Customer's Intellectual Property Rights, as well as any materials provided by Customer to ExOpen under this Agreement and Customer Data, shall vest and remain vested in Customer and/or its licensors, as applicable.

Neither Party shall be entitled to use the other Party's Intellectual Property Rights unless explicitly granted in this Agreement or agreed with the other Party's written consent. Notwithstanding the above, ExOpen is entitled to use Customer's name and logo in promotional material provided that such use is in accordance with good practice.

7. Intellectual Property Rights

Infringements

If the Services infringes on any third party Intellectual Property Right, ExOpen will either procure the right to continue using the Services as agreed or modify or replace the infringing part of the Services with a non-infringing equivalent with the same functionality. If neither is possible, the fees shall be reduced to a level corresponding to the level of functionality of the Services without the infringing part of the Services.

What is stated in this section 7 is Customer's sole remedy in case of Intellectual Property Rights infringements and do not apply to the extent the infringement is caused by (i) a modification of the Services by or on behalf of Customer without prior consultation of ExOpen, or (ii) by Customer's use of the Services in violation of the provisions of this Agreement.

8. Support

ExOpen provides first line support via telephone (+46 8 586 138 00) and e-mail (support@exopen.se) during the support hours applicable from time to time. At the time of entering into this Agreement, the support hours are Monday to Friday 9.00 am – 5 pm (CET) with the exception of official holidays in Sweden.

Upon Customer's reporting of a support issue, ExOpen shall register a support matter and notify Customer of the status of the support matter within 24 hours during applicable support hours.

9. Data Protection

Customer acknowledges that Customer is the data controller for any Personal Data processed by ExOpen on behalf of Customer in relation to the Services and that ExOpen is the data processor of such data. ExOpen's processing of Personal Data is further detailed in the Data Processing Agreement, which shall remain effective independently of the Agreement otherwise for as long as ExOpen processes Personal Data on behalf of Customer.

10. Limitation of Liability

Neither Party shall be liable under this Agreement to compensate the other Party for any indirect damages, including loss of profit or business. Neither Party shall be liable towards the other Party for any damage or loss caused by fraud, misrepresentation or similar action or omission committed by any third party.

The liability of each Party under this Agreement shall be limited to, per calendar year, the amount corresponding to the fees paid during such calendar year.

11. Confidentiality

The Parties hereby agree not to, without the other Party's prior written approval, publish or otherwise disclose to a third party any Confidential Information, with the exemption for;

- (i) information that is or becomes publicly known, except through a breach of this Agreement by the receiving Party;
- (ii) information that is public to the receiving Party from third party without obligation of confidentiality;

- (iii) information that was known to the receiving Party prior to receipt from the disclosing Party, without obligation of confidentiality; or
- (iv) the disclosure or use of information is required by law, regulations or any other regulatory body.

Information which a Party has classified as confidential shall always be treated as Confidential Information. ExOpen will not modify or disclose Customer Data except where the Agreement permits or requires such disclosure nor will ExOpen access any Customer Data, except as required to provide the Services, to prevent or address service or technical problems or at Customer's request in connection with Customer support matters.

Each Party is liable for that their subcontractors, consultants and employees respect this confidentiality clause. The confidentiality obligation set forth in this section 0 shall remain in effect during the term of this Agreement and for a period of three (3) years after the expiration of the Agreement.

12. Term and Termination

This Agreement shall apply from and including the Effective Date and during the Term. The Agreement will automatically renew with the term stipulated in the Order Specification, unless a Party terminates the Agreement no later than two (2) months prior to the expiration of the current Term.

Either Party is entitled to terminate the Agreement with immediate effect where the other Party has committed a material breach of the Agreement and does not fully rectify such breach within thirty (30) days of the other Party giving written notice thereof or where the other Party is declared insolvent, is subject of an application or order for bankruptcy or company reorganisation, suspends payments or otherwise can be presumed to be insolvent.

In addition, ExOpen is entitled to terminate the Agreement with immediate effect where:

- (i) a third-party supplier or subcontractor terminates an agreement with ExOpen and as a consequence it is not commercially reasonable for ExOpen to continue providing the Service under the Agreement; or
- (ii) upon Customer's breach of Customer's payment obligation under section 5.

13. Consequences of Termination

Upon termination of the Agreement (completely or partially) (i) Customer shall immediately cease Customer's use of the Services, (ii) the Parties shall promptly return, destroy or delete Confidential Information and other material submitted by the Party in accordance with the other Party's instructions, and (iii) each Party shall cease all use of the other Party's Intellectual Property Rights. If the termination only relates to a certain part of the Services, this section 13 shall apply only for the part of Service which has been terminated.

Upon prior written request made within thirty (30) days after the termination of the Agreement or suspension of the Services, ExOpen will allow Customer to retrieve

Customer Data currently in ExOpen's possession through the Services in the format made available by ExOpen from time to time. Subject to agreement between Customer and ExOpen, ExOpen may offer assistance in retrieving Customer Data. Such assistance will be charged on a time and material basis according to ExOpen's price list applicable from time to time. ExOpen is entitled to request payment in advance in order to perform such services. After such applicable period of time, ExOpen will have no obligation to maintain or provide any of Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession, unless legally prohibited. For the avoidance of doubt, ExOpen is not responsible for the extraction, or for any loss of data, decreased quality of the data, migration to other format or similar in connection with the extraction or data migration in accordance with Customer's instructions.

arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute, or if obliged to do so by law or pursuant to any order of court or other competent authority or tribunal or required by any applicable stock exchange regulations or the regulations of any other recognized market place.

14. Miscellaneous

ExOpen is entitled to engage subcontractors for the performance of its obligations under this Agreement. ExOpen is responsible for the subcontractors' work as for its own work with the exception of Third-Party Applications as set out in section 4 above.

The Agreement forms the Parties' entire understanding of all the questions related to the Services. All written or oral representations or warranties prior to the Agreement are replaced by the Agreement.

The Agreement may not be assigned to a third party without the other Party's prior written approval. ExOpen is however entitled to assign the Agreement to a third party in connection with a transfer of ExOpen's business or a part thereof and to companies within the same group as ExOpen.

15. Notices

All notices under this Agreement shall be made in writing by e-mail to Customer at the e-mail address listed in Customer's user account and to ExOpen at info@exopen.se (with the exception of support issues as set out in section 8 above.) Notices shall be deemed to have been received by a Party on the day of delivery.

16. Governing Law and Dispute

Resolution

This Agreement shall be governed by and construed in accordance with Swedish substantive law.

Any dispute concerning or arising out of this Agreement shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"), unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the SCC 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 seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this