

End User License and Upgrade and Support Service Agreement

Use of the Licensed Software and the option for Upgrade and Support Services is subject to Smartsign General Terms and Conditions. Unless otherwise stated in this End User License and Support Service Agreement, or otherwise agreed upon by the Parties in writing, the General Terms and Conditions shall apply to all of Smartsign's Licensed Software and Support Services.

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| <p>Scope of Licensed Software: See attached Product Definitions and the Product Key provided to Customer</p> | <p>Upgrade and Support Services: See attached Service Descriptions and Product Key provided to Customer</p> |
| <p>Smartsign AB, reg. no. 556539-2353, (hereinafter referred to as "Smartsign"); and the customer stated and specified in the order confirmation from Smartsign (hereinafter referred to as the "Customer") (jointly referred to as the "Parties", and each a "Party").</p> | |
| <p>Term of the Agreement: The term for the license to the Licensed Software is stated in the Product Definition. The term for the Upgrade and Support Services is stated in the Service Definition. If nothing is stated therein, the Upgrade and Support Services enter into force when Smartsign's Product Key including Upgrade and Support Service is provided and shall thereafter be valid for an initial term of 12 months, after which the Upgrade and Support Services automatically shall be renewed in terms of 12 months, unless either Party has terminated the Agreement by giving notice to the other Party 90 days before the expiry of each term.</p> | |
| <p>This Agreement is entered into by the Customer and Smartsign. The Customer approves the terms hereof by using the Product Key provided by Smartsign.</p> | |

SMARTSIGN GENERAL TERMS AND CONDITIONS

License and Upgrade Support Services

Use of the Licensed Software and Upgrade and Support Services, if applicable, is subject to these General Terms and Conditions.

1. Definitions

- 1.1 "Agreement " shall mean the End User License and Upgrade and Support Services Agreement and these Smartsign General Terms and Condition as well and any amendments thereto;
- 1.2 "Confidential Information" shall have the meaning set out in clause 12.1;
- 1.3 "Customer" shall mean the licensee being party to the Agreement as stated in the order confirmation;
- 1.4 "Licensed Software" shall mean the software licensed under the Agreement as set out in the Product Definition chosen by Customer and confirmed by Smartsign by provision of Product Key;
- 1.5 "Party/-ies" shall mean either Smartsign or the Customer, or Smartsign and the Customer;
- 1.6 "Product Definition" shall mean the specification of the License to the Licensed Software attached to this Agreement by means of Customer's selection of scope of Licensed Software and Smartsign's provision of Product Key related thereto.
- 1.7 "Product Key" shall mean the electronic key enabling use of the Licensed Software following Smartsign's acceptance of the Customer's order
- 1.8 "Service Definition" shall mean the specification of the optional Upgrade and Support attached to this Agreement by Customer's selection of scope of Upgrade and Support and Smartsign's provision of Product Key related thereto.
- 1.9 "Smartsign" shall mean Smartsign AB, its successors and assignees;
- 1.10 "Upgrade and Support Services" shall have the meaning set out in clause 4.3;

- 1.11 “Third Party Software” shall mean software to which the intellectual property rights belong to a third party.

2. Grant of License

- 2.1 During the term of the Agreement, Smartsign grants the Customer a limited, personal, non-exclusive and non-transferable license to install and use the Licensed Software on the terms and conditions set forth in the Agreement and subject to the user limitations specified in the Agreement. The scope of the license granted and other terms for use of the Licensed Software is specified in the Product Definition. The license is conditioned upon Smartsign accepting the order from Customer and providing a Product Key to the Customer.
- 2.2 The Licensed Software is only intended for the Customer’s own internal use and may only be used in accordance with the Product Definition attached to this Agreement upon Supplier’s provision of a Product Key.
- 2.3 The Customer may not itself or allow a third party to use, copy, sub-license, sell, rent, lend, distribute, transfer, assign or otherwise dispose the Licensed Software, directly or indirectly, with or without remuneration, unless explicitly permitted by the Agreement.
- 2.4 The Customer may under no circumstances, by itself or by giving permission to a third party, alter, develop or make additions to the Licensed Software. The Customer may not decompile, compile or reverse engineer the Licensed Software, or any part thereof, or by any other means recreate the source code of the Licensed Software other than as explicitly permitted by mandatory law.
- 2.5 Any proprietary rights notices on the Licensed Software, or the media by which it is made available, regarding patents, copyright, trademarks or other intellectual property rights may not be altered or removed by the Customer. Customer is solely responsible for any data or other content used or processed in the Licensed Software by Customer. The Customer is furthermore responsible for acquiring such Third Party Software which is not explicitly included in the delivery under this Agreement.
- 2.6 Customer is solely responsible for any data or other content used or processed in the Licensed Software by Customer. The Customer is furthermore responsible for acquiring such Third Party Software which is not explicitly included in the delivery under this Agreement.
- 2.7 The Licensed Software may include Third Party Software if explicitly agreed. In such case, the terms of the applicable third party provider shall apply for the Third Party Software.

3. Smartsign's obligations

- 3.1 Smartsign undertakes to provide the Licensed Software and, if the Customer has acquired supplementary Upgrade and Support Services, the Upgrade and Support Services in accordance with the Agreement and the conditions set forth therein during the term of the Agreement.
- 3.2 Smartsign shall be entitled to engage subcontractors for the performance of the Smartsign's undertakings in accordance with the Agreement. Smartsign is liable for the performance of the contractual obligations performed by the subcontractor as if they were performed by Smartsign.

4. Upgrade and Support Service

- 4.1 This clause 4 only applies if the Customer has acquired and paid for Upgrade and Support Services as stated in Service Definition ordered by Customer and confirmed by Smartsign by provision of the Product Key.
- 4.2 New versions and updates of the Licensed Software are developed based on customer projects or otherwise in accordance with demands from the market at Smartsign's choice and decision. To the extent new versions of the standard Licensed Software as generally marketed by Smartsign are developed, the Customer will have access to such version and updates according to clause 4.3 below.
- 4.3 If the Customer has acquired Upgrade and Support Services, Smartsign shall, unless otherwise agreed, provide the Upgrade and Support Services set out below. The content of Upgrade and Support Services may be adjusted by Smartsign during the term by giving the Customer at least 90 days prior notice.
- 4.4 The Upgrade and Support Services include the following:
 - a) Free access to new versions of the Licensed Software. New versions of the Licensed Software shall mean versions remedied for defects or developed versions.
 - b) Reasonable support by telephone during Smartsign's opening hours.
 - c) Smartsign AB commences remedying of defects within one week from when the defect is detected and can be recreated. The defect shall, as detailed as possible be reported to support@smartsign.se.
- 4.5 Upgrade and Support Services do not include other obligations than those set out in section 4.4. above. For example, Smartsign is not obligated to provide the following:
 - a) Troubleshooting the Customer's own installation or otherwise in the Customer's premises.

- b) Testing or installation of the Licensed Software or other adjustments to the Customer's installations.
 - c) Warranty and/or support of hardware on which the Licensed Software is running, which is the responsibility of the third party hardware provider.
 - d) Defects or other problems caused by Customer's actions or alterations of the Licensed Software or use of the Licensed Software with other products which are not approved or instructed by Smartsign.
 - e) Defects or other problems otherwise caused by Customer's non-fulfilment of the Customer's obligations under the Agreement.
 - f) Support matters caused by Customer not following the obligations of the Customer set out in clause 5.
- 4.6 Work which is not included in the Upgrade and Support Services is charged at Smartsign's from time to time applicable hourly rates.
- 4.7 Upgrade and Support Services are provided only for the two latest versions of the Licensed Software. In case a defect can be remedied by upgrading to the latest version, Smartsign is entitled to request such upgrade and Upgrade and Support Services shall no longer be provided for previous versions.
- 4.8 Any intellectual property, including, but not limited to, copyright, patent and design right, or other rights to software, systems, documentation, or other data, additions or amendment in the Licensed Software or Upgrade and Support Services arising from or in relation to Smartsign's provision of Upgrade and Support Services shall, unless otherwise agreed in writing, belong to Smartsign and is subject to a license to the Customer equivalent to the license granted to the Licensed Software hereunder.

5. Customer's obligations

- 5.1 The Customer undertakes to: (i) pay all fees on time and in accordance with the Agreement; (ii) make backup copies of the data entered into the Licensed Software; (iii) take any measures which are the obligation of the Customer according to the Agreement; (iv) make sure that the data entered into the Licensed Software is in the agreed upon format and virus-free, and not in any other way capable of damaging or negatively affecting Smartsign's system or the Licensed Software; (v) immediately hand over any information or documentation regarding the Licensed Software which Smartsign requires; (vi) follow Smartsign's instructions for the use of the Licensed Software; (vii) reasonably assist Smartsign and in any other respects take any necessary actions that are reasonably required in order for Smartsign to fulfill its obligations under the Agreement; and (viii) not to publish, or otherwise distribute, content or information through the Licensed Software that infringes or is in breach of third party rights, applicable laws or regulations, or that may be considered as abusive or offensive.

5.2 The Product Key provided to the Customer by Smartsign shall be kept in a secure manner by the Customer in accordance with clause 12 (Confidential Information) below. The Customer is responsible for login information and that any other instructions are only distributed to duly authorized users. The Customer undertakes to immediately notify Smartsign if an employment ceases for an employee holding login information or other instructions or if anyone else has or is suspected to have unauthorized access to login information or other instructions. The Customer is fully responsible for its users' use of the Licensed Software.

5.3 The Customer is aware that the Licensed Software and Upgrade and Support Services are only to be used in accordance with this Agreement and applicable law and the Customer undertakes to indemnify and hold Smartsign, its licensors and business partners, harmless from and against any and all cost, damages, liabilities, expenses (including reasonable attorney's fees) and claims from any third party regarding the Customer's use of the Licensed Software, Upgrade and Support Services or the use of the Licensed Software or Upgrade and Support Services by any person using the Customer's user name and/or password, including but not limited to claims regarding infringement of third parties' intellectual property rights. The Customer warrants that it has obtained the necessary rights to use any third party content.

6. Fees and payments

6.1 License Fee and fees for Upgrade and Support Services shall be paid in advance for the time period set out in the Product Definition or Service Definition.

6.2 Invoices which are not paid in advance are to be paid within 30 days from the invoice date.

6.3 If the Customer is in delay with the payment of the fees, Smartsign is entitled to withhold its performance under the Agreement until full payment is made. Furthermore, clause 14 (Term of Agreement and Termination) applies. Smartsign is entitled to interest from the Customer on overdue payments in accordance with the Interest Act (1975:635), starting from the due date.

6.4 If, during the term of the Agreement, there are any changes in applicable laws, regulations, decisions of authorities, decisions on new or changed taxes or public fees or if the practice of the courts in any respect affects the Licensed Software, Smartsign is entitled to adjust the fees in order to cover Smartsign's increased costs.

7. Warranties

7.1 The Licensed Software is provided As-Is. The Customer's use of the Licensed Software provided by Smartsign is at the Customer's own risk. Smartsign does not warrant or represent, in any way, that the Licensed Software is fit for any

intended purposes, provided uninterrupted or free from mistakes, errors, viruses or defects.

7.2 Smartsign warrants that the Upgrade and Support Services provided by Smartsign hereunder are carried out in a professional manner in accordance with generally accepted industry standards. Smartsign makes no other warranties, express or implied, regarding the Upgrade and Support Services provided. In case of breach of the aforementioned warranty, the Smartsign's sole responsibility is to use reasonable commercial efforts to remedy the defective Upgrade and Support Service. The customer shall not be entitled to any compensation or other remedy under this section 7.2.

8. Intellectual Property Rights

8.1 Smartsign and/or Smartsign's licensor retains all ownership and holds all rights, including all intellectual property rights, to the Licensed Software and therein included materials, or other data, including but not limited to patents, copyrights, design rights and trademarks. Nothing in this Agreement shall be interpreted as a transfer of such rights, or part thereof, to the Customer.

8.2 Smartsign agrees to indemnify the Customer from any claims by a third party based on the Customer's use of the Licensed Software, or part thereof, within Sweden and any other countries agreed upon by the parties in writing, infringing any such third party's intellectual property rights. Smartsign's obligations in accordance with this clause 8 are subject to the Licensed Software being used in accordance with the terms and conditions set forth in the Agreement and applicable law.

Smartsign is under no obligation to indemnify the Customer against third party claims of infringement based upon (i) use of any other version than the latest updated and upgraded version of the Licensed Software provided by Smartsign, at its own discretion, in unaltered condition, unless the infringing part also forms part of the latest updated, and upgraded version of the Licensed Software; (ii) use of the Licensed Software together or in combination with hardware, program software, data, documentation or other equipment that has not been provided by Smartsign, if the infringement had been avoided if such use of the license object together with or in combination with hardware, program software, data, documentation or other equipment not delivered by Smartsign had not taken place, or (iii) the Licensed Software has been altered or used in a way deviating from its construction.

8.3 Smartsign's obligation to indemnify under clause 8 only applies provided that the Customer (i) without undue delay notifies Smartsign in writing of the claims brought against the Customer; (ii) allows Smartsign to control the defence and solely to decide in all related settlement negotiations; and (iii) acts in accordance with the Smartsign's instructions and cooperates with and assists Smartsign to the extent reasonably requested by Smartsign.

- 8.4 Subject to the conditions under clauses 8.1-8.3, Smartsign shall indemnify the Customer for such damages, liabilities, costs or expenses awarded in a final judgment or settlement which has been approved in writing by Smartsign.
- 8.5 If an intellectual property infringement due to the use of the Licensed Software for which the Licensor is liable is finally established, Smartsign shall at its own discretion: (i) procure for the Customer the right to continue using the affected Licensed Software; (ii) modify the affected Licensed Software so that it does not infringe; (iii) replace the affected Licensed Software with functionally equivalent software that does not cause any infringement; or (iv) revoke the Licensed Software and cancel Agreement, and repay the fees that Customer has paid for the Licensed Software without interest with deduction of any reasonable benefit the Customer might have had from the Licensed Software.
- 8.6 Clause 8 constitutes the Customer's exclusive remedy with respect to any claim for infringement in a third party's intellectual property rights.
- 8.7 The Customer warrants that it has obtained sufficient rights to use the data processed in the Licensed Software and to any Third Party Software or other equipment or material needed for the use of the Licensed Software.

9. Personal Data

- 9.1 Upon usage of the Licensed Software and other systems provided by Smartsign under the Agreement, the Customer is deemed data controller responsible for the processing of personal data in accordance with the General Data Protection Regulation (EU) 2016/679 and applicable data protection legislation. To the extent Smartsign processes personal data on behalf of the Customer, the Parties shall enter into the Data Processing Agreement ("DPA") attached as Schedule [x] to this Agreement.

10. Limitation of Liability

- 10.1 In no event shall Smartsign be liable for indirect damages, including, but not limited to, the loss of profit, revenue, savings or goodwill, losses due to service outages or loss of data, computer failure or malfunction, the Customer's obligation to compensate a third party, or any other related or consequential damage of any kind arising out of or in connection with the Licensed Software.
- 10.2 Smartsign's aggregate and total liability under this Agreement in respect to one or more events or series of events (whether related or unrelated and including both the Licensed Software and Upgrade and Support Services, if any) shall under no circumstances exceed an amount equal to 50 % of the License Fee paid during the 12 months immediately prior to the event that gave rise to the damage.

10.3 The Customer shall, in order to not lose his right, make claims for damages no later than three (3) months after the Customer discovered or should have discovered the basis for the claim.

11. Force Majeure

11.1 If the performance of an undertaking of any of the Parties according to the Agreement is prevented or effected due to circumstances beyond the control of a Party, such as changes in legislation, labor disputes, mobilization or military call-up of larger scope, government regulations, restrictions on driving force, goods and energy, massive power failure, or failure or delay in deliveries from subcontractors due to circumstances that are specified here, this shall constitute a ground for relief of obligations and exemption from sanctions provided that the Party that is unable to fulfill its obligations immediately notifies the other Party thereof. If the fulfillment of obligations is prevented more than six (6) months, either party may terminate the Agreement.

12. Confidential Information

12.1 The Customer is aware that the Agreement and the Licensed Software may contain business or trade secrets or information that is subject to confidentiality according to applicable law ("Confidential Information"). The Customer therefore agrees to not make the Agreement or Licensed Software available to a third party without Smartsign's prior written consent and to take all reasonable measures to ensure that Confidential Information are not divulged, disclosed or otherwise furnished, directly or indirectly, to any third party.

12.2 A Party is also liable for employee's respective compliance with the provisions stipulated herein and shall through confidentiality obligations or other appropriate measurements ensure that the confidentiality obligation hereunder is observed by its employees.

12.3 The Customer's undertaking of confidentiality in accordance with this clause 12 shall not apply to Confidential Information which (i) is already known by the Customer when received, (ii) is or has become public knowledge other than by breach of this confidentiality obligation (iii) the Customer has received in a permissible way from a third party which is under no obligation of confidentiality in relation to Smartsign; or (iv) the Customer is obliged to make publicly available due to a court order, a decision by a public authority or as otherwise required by mandatory law.

12.4 The Customer agrees to impose on its employees and consultants, in an appropriate manner, the above obligations regarding the use of the Licensed Software in clause 2 and the confidentiality undertaking in this clause 12. The Customer shall be liable in relation to Smartsign for its employees and consultants and for their compliance with the Agreement and shall through a confidentiality obligation or other appropriate measurements ensure that the

confidentiality obligations hereunder are observed by the employees and consultants.

- 12.5 The Customer's undertakings of confidentiality under clause 12 shall be valid during the term of the Agreement, and survive for a period of five (5) years after expiration or termination of the Agreement, regardless of the reason therefore.

13. Audit

- 13.1 The Customer shall keep a register of all, as applicable, licensed users, units or Uniquely Identified Units. The Customer shall as soon as possible after Smartsign's request thereof, but no more than twice (2) a year, provide Smartsign with an updated copy of the register of, as applicable, all licensed users, units or Uniquely Identified Units.
- 13.2 Smartsign may appoint an independent third party to conduct an audit during the Customer's normal working hours to determine and verify that the Licensed Software is used in compliance with the terms and conditions established in the Agreement. Such third party shall be allowed to commence the audit, within reasonable time after Smartsign's written request, which in no event shall exceed fourteen (14) days from when the Customer receives the written request.
- 13.3 The Customer shall cooperate with Smartsign and promptly grant Smartsign access to the Customer's premises. The audit shall be restricted in scope, manner and duration as deemed necessary to achieve its purpose and not disrupt the Customer's normal operations. The Customer shall be liable to promptly remedy any breaches of the Agreement, including but not limited to underpayment of the fees revealed during the audit. If the audit reveals an underpayment of fees in relation to the number of licenses being used the Customer shall reimburse Smartsign for such underpayment with a five (5) percent premium and also bear the cost of the audit.

14. Term of Agreement and Termination

- 14.1 This Agreement shall be in effect during the term stated in the Product Definition and, if applicable, Service Definition and as stated in the End User License and Support Services Agreement.
- 14.2 In addition to what is established in the Agreement, Smartsign has the right to, by giving written notice to the other party, terminate the Agreement in advance with immediate effect: (i) if the Customer has committed a material breach of the Agreement, and has not fully rectified the same within thirty (30) days after written notice thereof; or (ii) if the Customer is declared bankrupt, enters into liquidation or reorganisation of the company, suspends its payments or if otherwise can be deemed to be insolvent.
- 14.3 Customer has the has the right to, by giving written notice to the other party, terminate the Agreement regarding Upgrade and Support Services in advance

with immediate effect: (i) if Smartsign has committed a material breach regarding the Upgrade and Support Services, and has not fully rectified the same within thirty (30) days after written notice thereof; or (ii) if Smartsign is declared bankrupt, enters into liquidation or reorganisation, suspends its payments or if otherwise can be deemed to be insolvent. The Licensed Software can also be terminated in accordance with clause 8.5.

14.4 In the event of termination of the Agreement as set out in clause 14.2 above, the Customer shall not be entitled to a refund of excess fees paid in advance for the time after the termination of the Agreement.

14.5 If the Customer has committed a material breach of the Agreement, the Customer shall compensate Smartsign for its damages, costs, or loss, regardless of whether Smartsign chooses to terminate the Agreement under this clause 14 or not. If the material breach consists of the Customer making unauthorised copies of the Licensed Software, or parts thereof, the Customer shall be obliged not only to pay the License Fee for the unauthorised copies but also to compensate Smartsign for any damages caused due to the breach. The unauthorised copies of the Licensed Software shall, by Smartsign's own choice and request, be returned to Smartsign or destroyed in accordance with what is established in clause 15.1 below.

15. Return of the Licensed Software

15.1 Upon termination of the Agreement, regardless of the reason, the Customer shall immediately cease and desist from using the Licensed Software and, in accordance with the Smartsign's instructions, return or destroy all copies of the Licensed Software, and, whenever applicable, the media on which the Licensed Software has been made available to the Customer. The Customer shall at the same time certify in writing to Smartsign that such return or destruction has occurred and that the Customer, neither directly nor indirectly, in whole or in part, holds nor disposes the Licensed Software or any copy thereof.

16. Notifications

16.1 Termination or other notifications shall be made by messenger, registered letter, fax or electronic message to the Parties' appointed e-mail address or other address.

16.2 The notification shall be deemed to have reached the recipient: (i) if delivered by messenger: at the time of delivery; (ii) if sent with registered mail: two (2) days after delivery by post; (iii) if sent by fax; by the receipt when the fax message has reached the fax of the recipient subject to the fact that the sending party also has sent the fax message by mail the same day; or (iv) if sent as electronic message; upon the receipt when the electronic mail has reached the electronic address of the recipient.

17. Miscellaneous

- 17.1 In case of any inconsistency between these General Terms and Conditions and the End User License and Upgrade and Support Services Agreement, the End User License and Support Services Agreement and, if applicable, its appendices shall prevail.
- 17.2 The Agreement forms the Parties' entire understanding of all the questions in the Agreement. All written or oral representations or warranties prior to the Agreement are replaced by the Agreement.
- 17.3 Any amendment or modification to the Agreement shall be issued in writing and signed by both Parties in order to be binding.
- 17.4 The Customer may not assign the Agreement to a third party without Smartsign's prior written approval. Smartsign is entitled to assign the Agreement and its rights and obligations therein to a third party within the same company group as Smartsign.
- 17.5 Smartsign may use information about the Customer's use of the Services, and the Customer's units, including the IP address and software registration information, for the purposes of operation, maintaining and/or improve Customer's use of the Licensed Software and identification and authentication of Customer's use of the Licensed Software. Furthermore, for the purpose of developing, providing, operating, maintaining and/or improving its products and services, the Customer acknowledge and agree that Smartsign may use device information and cookies and other commonly used data gathering tools to collect, compile, analyze, copy and distribute statistical data, trends and usage information regarding the Licensed Software. In addition, Smartsign has the right to publicize information regarding the Customer's company name and use of the Licensed Software (e.g. on Smartsign's website and in promotional material).

18. Disputes and Governing Law

- 18.1 The Agreement shall be governed by and construed in accordance with Swedish law, with exclusion of its conflict of law rules.
- 18.2 Any dispute, controversy or claim arising out of the Agreement shall be settled by the court where Smartsign has its legal domicile.
- 18.3 If any disagreements arise between the Parties regarding the Licensed Software under the Agreement the Parties may submit the matter to the decision of the Swedish Association of Licensed Software Industry (SPI), a specially appointed committee for mediation. If the matter has been referred to the board by either Party, the Parties are precluded for a period of two (2) months from the referral to try the issue elsewhere. The costs of mediation shall be divided equally between the parties.

18.4 Smartsign shall, without prejudice to paragraph 18.1 above, at its own option be entitled to apply to general court or enforcement service for the recovering of overdue claims for remuneration for which the other party has not raised a written complaint within seven (7) days from the due date for the current claim.

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