

LICENSE TERMS

These license terms are an agreement between Cryptify AB, a private limited liability company incorporated under the laws of Sweden, Reg No 556896-9090, having its registered address at, Östra Hamngatan 19, 411 10, Gothenburg, Sweden, (hereinafter referred to as “Cryptify”) and you (“Licensee”).

Cryptify and Licensee are hereinafter also jointly called “Parties” and individually referred to as “Party”.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

1 DEFINITIONS

For the purpose of this agreement capitalized terms used, whether in singular or in plural and not otherwise defined herein, shall have the following meanings:

“Documentation” means the product documentation provided by Cryptify under this License Agreement.

“Intellectual Property Rights” shall mean any and all patents, patent applications, including with respect to patents any patent rights granted upon any reissue, division, continuation or continuation-in-part applications now or hereafter filed, utility models issued or pending, registered and unregistered design rights, copyrights (including the copyright on software in any code), registered and unregistered trademarks, trade secrets and proprietary know-how, mask work, and any other similar statutory intellectual property or industrial rights, as well as applications for any such rights;

“License Agreement” shall mean this license terms agreement;

“License Certificate” shall mean the certificate issued and signed by Cryptify stating the accumulated granted license quantities and validity period for a specific Cryptify system

“Software” means the software programs provided by Cryptify under this License Agreement. Software includes software programs and updates/ upgrades thereof provided in object code and/or binary code and all copies and parts of such software programs, regardless of media used.

2 LICENSE

Cryptify hereby grants to Licensee a limited, non-assignable, non-exclusive, non-transferable, non-sublicensable right to install and use the Software in accordance with the terms in this License Agreement during the validity period and for the quantities specified in the License Certificate.

Licensee may not alter, change, modify, adapt, copy, create derivative works of or otherwise use or sub-license the Software and Documentations or any part thereof other than expressly permitted herein. Moreover, the Licensee shall not be entitled to remove any trademark, trade name, copyright notices, warning legends or other markings from the Software and Documentations and or parts thereof.

Further, the Licensee may not assign, delegate, sublicense, pledge or otherwise transfer this license, or any of its rights or obligations hereunder to any third party other than what is expressly permitted in accordance with this License Agreement.

For the avoidance of any doubt, Cryptify shall retain on behalf of itself or the original owner all right, title and interest to any Intellectual Property Rights in the Software and Documentations and title to copies of any or all media bearing the Software and Documentations or any part thereof and the Licensee acquires no rights of whatever nature under this License Agreement to any Cryptify Intellectual Property Rights or other rights other than the limited license rights expressly set forth herein.

The Licensee has the right to use the latest released Software version available at the time of purchase. The Licensee's access to any updates, upgrades, patches, maintenance releases or new versions of the Software is subject to a valid and active Software support agreement with Cryptify.

3 INFRINGEMENTS

Cryptify will defend Licensee at Cryptify's expense if any claim, litigation or other action is brought against Licensee for infringement of any patent, copyright, trademark or trade secret applicable to the proper use of the Software. Cryptify further undertakes to indemnify Licensee for any costs of defense, including reasonable attorneys' fees, and damages, which it is ordered to pay in connection with such proceedings, resulting in a final judgment. This undertaking applies only if:

- a) Cryptify is immediately notified by Licensee in writing of any claims made or legal actions instituted,
- b) Cryptify alone is allowed to control the defense of the action with counsel selected by Cryptify and has authority to make all decisions concerning settlement or other dispositions,
- c) Licensee co-operates fully with Cryptify in the defense of the action

If Licensee has complied with its obligations under this Article 3 above and an infringement is found to have been committed, Cryptify shall have the option to, at its expense:

- a) Procure for Licensee the right to continue to use the Software,
- b) Replace the Software with equivalent non-infringing software,
- c) Modify the Software so that infringement is not committed.

In such case where none of these options are technically possible Cryptify shall have the right to take back the Software and credit Licensee with a sum equivalent to license fees received by Cryptify.

Cryptify shall not be liable to Licensee for infringement claims if:

- a) Any breach by the Licensee of this License Agreement, or
- b) Software has been used without a by Cryptify issued valid license key, or
- c) The infringement is arising from combination of Software with a third party or a Licensee product, or
- d) Software has been altered or used contrary to Cryptify's specifications, or
- e) Usage of other than the two (2) most recent versions of the Software,

Licensee will indemnify Cryptify for any liability or damage, including costs of defense and reasonable attorneys' fees, incurred by Cryptify as a result of any such infringement.

Cryptify's liability to Licensee under this Article 3 is limited to the remedies specified herein.

4 WARRANTY DISCLAIMER

Cryptify expressly disclaims any warranty for the Software and Documentations. The Software and Documentations are provided 'AS IS' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, or fitness of a particular purpose.

Cryptify does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software and Documentations.

Cryptify offer optional Software support agreements. During the validity period of such Software support agreement Cryptify warrants that the Software will perform in accordance with its Documentation.

5 LIMITATION OF LIABILITY

IN NO EVENT SHALL CRYPTIFY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE TO LICENSEE OR ANY THIRD PARTY IN ANY RESPECT FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE THE SOFTWARE AND DOCUMENTATIONS INCLUDING WITHOUT LIMITATION ANY ACTUAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THIS LICENSE AGREEMENT OR TO THE SOFTWARE AND DOCUMENTATIONS OR TO THE USE OR INSTALLATION OF THE SOFTWARE AND DOCUMENTATIONS. HOWEVER THE HERE ABOVE PROVISIONS SHALL NOT APPLY TO ANY LIABILITY OF EITHER PARTY ARISING OUT OF ANY CLAIM BASED UPON ANY THIRD PARTY IPR INFRINGEMENT ACCORDING TO ARTICLE 3 ABOVE.

6 INTELLECTUAL PROPERTY RIGHTS

All service marks, logos, trade names, trade dress, and trademarks of Cryptify (collectively "Marks") incorporated into the Software and Documentations are the exclusive property of Cryptify, or Cryptify's suppliers, and nothing in this License Agreement shall grant the Licensee a license to use such Marks. All intellectual property rights in the Software and Documentations, including without limitation all computer code, audio, graphics, multimedia, images, sounds, and text incorporated into the Software and Documentations, are owned exclusively by Cryptify, or Cryptify's suppliers, and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any unauthorized use or appropriation of the intellectual property embodied in or incorporated into the Software and Documentations is expressly prohibited by law and may result in severe civil and criminal penalties.

7 CONFIDENTIALITY

All disclosure of information, orally, visually or otherwise, under this License Agreement will be deemed to be confidential and proprietary unless specifically designated as non-confidential at the time of disclosure or by nature obviously is non-confidential or non-proprietary.

The Licensee specifically acknowledges and agrees the Software and Documentations and any and all parts thereof are of utmost confidential and importance to Cryptify, and that any disclosure thereof by Licensee to unauthorized persons and or any use of the

Software and Documentations and or parts thereof in conflict with the terms and conditions of this License Agreement could subject Cryptify to substantial and irreparable harm.

8 TERM AND TERMINATION

Either Party may terminate this License Agreement by notice in writing to the other Party on the occurrence of any of the following events:

- a) If the other Party has committed a material breach of this License Agreement, and not rectified the same within a thirty (30) days time period after receipt of a written notice from the other Party specifying the breach.
- b) If the other Party shall pass a resolution, or any competent court shall make an order, that the other Party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed and such order/appointment is not revoked within thirty (30) days or if it otherwise is reasonably likely that the other Party is insolvent.
- c) In the case of any breach by the Licensee of Article 2 (LICENSE) or Article 7 (CONFIDENTIALITY) above.

Upon termination of this License Agreement, the license granted hereunder shall immediately terminate and any and all parts of the Software and Documentations shall as soon as possible be destroyed and Licensee shall certify in writing to Cryptify, that such return and or destruction has occurred.

9 SUCCESSORS AND ASSIGNS

All references in this License Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this License Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

10 NO IMPLIED WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this License Agreement regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this License Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11 GOVERNING LAW AND DISPUTES

This License Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law rules.

The English language shall be used in all documents and correspondence related to this License Agreement.

12 SEVERABILITY

Whenever possible, each provision of this License Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this License Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.