

USAGE CLOUD GENERAL TERMS AND CONDITIONS – AWS MARKETPLACE

These Usage Cloud General Terms and Conditions – AWS Marketplace (the “**Terms**”) govern DigitalRoute’s provision of Cloud Services, including associated implementation, support, and maintenance services, to the Customer. The Agreement has been executed through AWS Marketplace as a “Private Offer”. Any deviations from these Terms shall be valid and enforceable only if made in writing and signed by both Parties. By executing an Order Form referencing these Terms, made available on AWS Marketplace, Customer agrees to be bound by them, acknowledges they form an integral and enforceable part of the Agreement, and confirms that each Order Form constitutes a separate agreement governed by these Terms. Any conflicting or additional terms provided by Customer, including in purchase orders or other documents, are expressly rejected and shall have no effect.

1. AGREEMENT STRUCTURE / ORDER OF PRECEDENCE

- 1.1 These Terms take effect as of the date of each applicable Order Form. Each respective Order Form, including any thereto attached SOW, together with these Terms (jointly, the “**Agreement**”), governs Customer’s access to and use of the Procurement Objects. Each executed Order Form constitutes a separate agreement under these Terms.
- 1.2 In the event of any conflict or inconsistency between the documents comprising the Agreement, the following order of precedence applies: **(a)** the Terms prevail over any Order Form or SOW unless the relevant Order Form or SOW expressly states that it overrides a specific provision of these Terms, identifies such provision by section number, and explicitly describes the intended deviation. **(b)** An applicable SOW prevails over the relevant Order Form only with respect to the specific Professional Services expressly described in that SOW and only to the extent expressly stated in accordance with paragraph (a).

2. DEFINITIONS

- 2.1 Unless the context otherwise requires, words in the singular include the plural and vice versa. The headings in the Agreement are for convenience only and do not affect the interpretation of any provision of the Agreement.
- 2.2 The words “other,” “include,” “includes,” “including” and “in particular” do not limit the generality of any preceding words, and any words that follow them are not construed as being limited to the same class as the preceding words where a wider construction is possible.

“**Agreement Term**” has the meaning set out in Section 18.1.

“**Authorised User**” means an employee, representative, consultant, contractor or agent of the Customer who is authorized to use and benefit from the Cloud Service and that have been supplied user credentials, password, user id etc. by Customer (or by DigitalRoute at Customer’s request).

“**Cloud Services**” means the services provided by DigitalRoute under the Agreement, including the Usage Cloud, delivered using cloud computing technology.

“**Cloud Service Description**” means the document describing the features, technical characteristics, scope and operational parameters of the Cloud Services, as made available by DigitalRoute on InfoZone (or such other location notified by DigitalRoute from time to time) and referenced in the relevant Order Form.

“**Confidential Information**” means **(a)** any business or technical information of a party, including but not limited to any information relating to either party’s plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how and any information that is designated by the disclosing party as “confidential” or “proprietary”, **(b)** the terms and conditions of the Agreement, as well as the discussions related to pricing and all other information leading up to the Agreement including all information provided by the other party concerning the business and affairs of such party; **(c)** the Procurement Objects and Documentation; **(d)** Works; and **(v)** the Results.

“**Customer**” means the organization that agrees to an Order Form.

“**Customer Data**” means any data, information or material that is input by Customer into, or processed through, the Procurement Objects, or otherwise provided to DigitalRoute in connection with Customer’s use of the Procurement Objects or the provision of Services under the Agreement.

“**DigitalRoute**” means the DigitalRoute company that agrees to an Order Form.

“**Documentation**” means the instructions, specifications and information regarding the Procurement Objects made available at Infozone or provided to the Customer by DigitalRoute through other means.

“**Fees**” means the fees and charges payable to DigitalRoute under the Agreement, including but not limited to the subscription fees for the Cloud Services and fees for Professional Services.

“**InfoZone**” means DigitalRoute’s online customer portal or any successor web-based tool, currently accessible at <https://infozone.atlassian.net/jcp/iYKMQ1A3>, providing the Cloud Service Description, Documentation, and Support Services, which are incorporated by reference into the Agreement.

“**Intellectual Property Rights**” or “**IPR**” means, without limitation, any and all rights in and to inventions (whether patentable or not), patent applications, patents (including all related continuations, divisionals and extensions thereof), design rights, copyrights (including copyrights in software, source code, object code, preparatory design materials, creations, ideas, principles, logics, algorithms, functionalities, programming languages, graphical user interfaces and other similar documentation and material), proprietary technology (including the underlying software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, artificial intelligence (AI), machine learning models and associated pipelines, designs and other tangible or intangible technical material or information), trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature, whether subsisting now or in future, anywhere in the world.

“**Order Form**” means a document, using DigitalRoute’s standard order form template, including schedules and attachments, executed by Customer and DigitalRoute, specifying the Procurement Objects to be provided, related Fees, and other terms.

“**Professional Services**” means any service or support outside what is explicitly set out in the Support Service Description, e.g. on-site training, integration, consulting and other technical or professional services and that is set out in an Order Form.

“**Procurement Objects**” means the Cloud Service and/or any Services set out in an Order Form.

“**Result**” means the result of the Professional Services as defined in the Statement of Works.

“**Sanctions**” means economic or financial sanctions or trade embargoes imposed, administered or enforced by, for example: (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; or (b) the European Union (EU), Her Majesty’s Treasury of the United Kingdom or any competent authority of the EU Member States.

“**Service Commencement Date**” means such date set out in the Order Form for Cloud Services.

“**Services**” means the Support Services and Professional Services.

“**Statement of Work**” or “**SOW**” means a description of the nature and scope of Professional Services to be provided under an Order Form as attached thereto.

“**Support Services**” means the maintenance and support services provided by DigitalRoute to the Customer in relation to the Cloud Services, in accordance with the Support Service Description, the level of which is set out in the Order Form. Only the support explicitly described in the Support Service Description is provided.

“**Support Service Description**” means the support service description available on InfoZone.

“Work” has the meaning set out in Section 13.1.

3. CLOUD SERVICES

3.1 The Cloud Services shall conform in all material respects to the Cloud Service Description. DigitalRoute will provide the Cloud Services to Customer pursuant to the Agreement. DigitalRoute may modify the Cloud Services, software, Documentation, the Cloud Service Description, or access procedures as necessary to reflect changes in its business or technology. DigitalRoute will notify Customer of such changes, e.g. via email or Infozone). Where a change materially and adversely affects the functionality of the Cloud Services, DigitalRoute shall, to the extent practicable, inform Customer in advance and in good faith discuss reasonable mitigation measures.

4. GRANT OF ACCESS

4.1 **License grant.** Subject to Customer’s compliance with the Agreement, DigitalRoute hereby grants to the Customer, during the Agreement Term, a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Cloud Services with effect from the Service Commencement Date, solely for the Customer’s internal business purposes and strictly in accordance with the Documentation and the Agreement. Customer’s entitlements, including the number of extensions, connectors, records, usage blocks, or other usage metrics, shall be as set forth in the applicable Order Form.

4.2 Customer may use the Documentation solely as reasonably necessary to implement and use the Cloud Services in accordance with the rights granted under the Agreement, but only if Customer ensures that all copies of the Documentation reproduce, without alteration, all proprietary legends, copyright notices, and other proprietary markings appearing on the original.

4.3 **Test license.** Any test, trial, evaluation, or other non-production licenses (as specified in the applicable Order Form) are provided solely for the Customer’s internal evaluation purposes, on an “as is” and “as available” basis. DigitalRoute makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation. To the fullest extent permitted by applicable law, DigitalRoute disclaims all liability and obligations arising out of or in connection with such licenses, including without limitation any liability under Section 14 (Representations and Warranties) and Section 15.1 (DigitalRoute Indemnity). Customer acknowledges and agrees that use of any such license is at its sole risk.

5. USE OF SERVICES

5.1 **Obligations and Restrictions.** Customer will not, and will not allow its Authorized Users or any third party to: (a) sell, sublicense, rent, lease, transfer, assign, or otherwise make the Cloud Services available to anyone except as expressly permitted; (b) allow unauthorized access or use by anyone other than an Authorized User; (c) modify, create derivative works of, or interfere with the Cloud Services or Documentation; (d) use the Cloud Services to provide competing, time-sharing, outsourcing, or hosting services; (e) remove, alter, or obscure any copyright, trademark, or proprietary notices; (f) link to, frame, or mirror the Cloud Services or Documentation without DigitalRoute’s prior written consent; (g) interfere with or compromise the security, integrity, or performance of the Cloud Services or any data therein, including via unauthorized testing; (h) reverse engineer, decompile, or attempt to derive source code, except as prohibited by law; (i) access the Cloud Services to replicate, develop, or improve a competing product or service; or (j) use the Cloud Services or Documentation in a manner that is unlawful, defamatory, threatening, harassing, malicious, or otherwise unauthorized.

5.2 Customer shall not use the Cloud Services to: (a) send spam, unsolicited, or duplicative messages in violation of law; (b) send, store, or distribute infringing, obscene, threatening, libelous, or unlawful content, including material harmful to children or violating third-party rights; (c) transmit or store viruses, malware, phishing, denial-of-service attacks, or other harmful code; or (d) engage in any activity prohibited under applicable Sanctions. Customer must use reasonable security measures to access the Cloud Service, and must not, and shall ensure that no Authorized User, knowingly send, store, or use any material containing any viruses, worms, Trojan horses, or other malicious or harmful computer code, files, scripts, agents, or programs in connection with the Cloud Service. Any breach of this Section 5.2 shall be deemed a material breach of the Agreement.

5.3 **Users and User Accounts.** Customer may only enable Authorized Users to access and use the Cloud Services. Customer is responsible for all activity under its user accounts and for any third party accessing the Cloud Services through Customer. Customer shall ensure all use complies with applicable laws and regulations, including data privacy, transmission of personal data, and export control laws. Customer must maintain the confidentiality of credentials, passwords, and user IDs, promptly notify DigitalRoute of any known or suspected unauthorized access or security breach, and use reasonable efforts to prevent or stop any unauthorized use of the Cloud Services. Customer remains fully liable for all authorized and unauthorized use of the Cloud Services.

5.4 **Suspension.** DigitalRoute may, at its sole discretion and without liability, suspend or restrict Customer’s or any Authorized User’s access to the Cloud Services, in whole or in part, if: (a) Customer’s or an Authorized User’s use of the Cloud Services breaches Section 5.2 or otherwise materially breaches the Agreement; (b) such use poses, or is likely to pose, a material risk to the Cloud Services, DigitalRoute’s systems, or other customers’ data. Where reasonably practicable, DigitalRoute will provide prior notice of any suspension and will limit the scope and duration of any suspension to what is strictly necessary to address the relevant issue. DigitalRoute shall restore access to the affected Cloud Services without undue delay once the underlying issue has been remedied or is no longer present.

6. SUPPORT SERVICES

6.1 From the Service Commencement Date and throughout the Agreement Term, DigitalRoute shall provide and maintain technical support for the Cloud Services in accordance with the Order Form and the Support Service Description, exercising the care, skill, and diligence expected of qualified professionals. The level of Support Services shall be as specified in the relevant Order Form. Customer acknowledges that Support Services exclude support for configuration, installation, and/or the Result of the Cloud Services. Defects, incidents, and availability issues in the Cloud Services shall be handled in accordance with the Support Service Description. Any service credits or other remedies provided under the Support Service Description are Customer’s sole and exclusive contractual remedies for the relevant service-level failure (and no additional credits or rebates shall apply), provided that nothing in this Section limits (a) Customer’s right to terminate the Agreement for material breach under Section 18.2, or (b) either party’s right to claim damages for such material breach, in each case subject to Section 17. For the avoidance of doubt, a service-level failure shall not constitute a material breach of the Agreement except as expressly provided in the Support Service Description.

6.2 DigitalRoute may update or enhance the Support Service Description. Any changes that would reduce the quality of support, such as extending incident response times or modifying incident definitions in a manner adverse to the Customer, require the Customer’s prior written consent.

7. PROFESSIONAL SERVICES

7.1 Customer is responsible for all activities related to configuration, implementation, or use of the Cloud Services not explicitly procured under an Order Form. If agreed in an Order Form, DigitalRoute will provide Professional Services, with scope and timing as set out therein. Customer shall provide, at its own expense, timely access, information, personnel, and assistance necessary for DigitalRoute to perform the services.

7.2 DigitalRoute shall perform the Professional Services in all material respects in accordance with the Agreement, using personnel it considers suitable and may replace, unless otherwise agreed in the Order Form, and shall manage and plan the Professional Services.

8. FEES, PAYMENT TERMS, TAXES, ETC.

8.1 **Fees and Payment.** Customer must pay all Fees set out in the Order Form in accordance with the Agreement. All payment obligations are non-cancellable and all Fees are non-refundable. Invoices are due in full within thirty (30) days of the invoice date. Payment must be made without set-off, deduction, or withholding. If Customer is legally required to withhold any amount, payment shall be grossed up so that DigitalRoute receives the full Fee.

8.2 **Purchase Orders.** If Customer requires internal purchase orders, these must be issued no later than 1 month before the start of the applicable billing period. If no purchase order is received by that time, DigitalRoute may issue an invoice directly,

and Customer remains fully obligated to pay all Fees in accordance with the Agreement.

- 8.3 **Subscription Fees.** The first subscription fee is invoiced upon execution of the Order Form; subsequent subscription fees are invoiced annually in advance. Payment obligations apply regardless of whether the Procurement Object is actively used.
- 8.4 **Professional Services.** Unless otherwise stated, Professional Services are billed monthly in arrears on a time-and-materials basis according to DigitalRoute's then-current rates. Any estimates are for budgeting only; actual fees may vary. Customer shall reimburse reasonable and verified expenses incurred in connection with Professional Services. Customer is responsible for third-party costs outside the scope of Professional Services.
- 8.5 **Taxes.** All Fees are exclusive of any taxes, levies, withholdings, deductions, or duties imposed by any taxing authority in connection with an Order Form or SOW ("Taxes"). Customer is responsible for all such Taxes. If DigitalRoute is legally required to pay or collect any Taxes for which Customer is responsible, DigitalRoute will invoice the corresponding amount to Customer, and Customer shall pay such amount unless it has provided DigitalRoute with a valid tax exemption certificate accepted by the relevant taxing authority. For AWS Marketplace purchases, taxes are applied and processed by AWS per their terms.
- 8.6 **Overages.** If Customer exceeds usage entitlements, Customer must purchase additional entitlements and pay any associated Fees. Failure to comply within 30 days after notice may constitute a material breach, permitting DigitalRoute to invoice, suspend, or terminate the Cloud Service or Agreement, as applicable.
- 8.7 **Fee Adjustment.** All Fees are subject to annual adjustment on each anniversary of the Service Commencement Date based on the 12-month change in the Harmonized Index of Consumer Prices for all EU countries (HICP) plus 2,5 %. DigitalRoute may also pass through, on a pro-rata basis, any increases in third-party fees upon 30 days' prior written notice to Customer. In addition, for any Renewal Term, DigitalRoute may revise the Fees by providing notice at least 60 days prior to the end of the then-current Agreement Term. Any such revision shall apply solely to the Fees and shall not affect the automatic renewal of this Agreement. Unless Customer notifies DigitalRoute in writing at least 30 days prior to the end of the then-current Agreement Term that it does not accept the revised Fees, the revised Fees shall apply from the start of the Renewal Term. If Customer so opts out, the Agreement shall renew on the Fees in effect immediately prior to renewal, subject to any indexation.
- 8.8 **Invoice Dispute.** Disputes must be disputed in writing no later than the due date of the invoice, specifying the reasons for the dispute. Disputing an invoice does not excuse payment of undisputed amounts. Failure to notify within this period constitutes acceptance of the invoice.
- 8.9 **Late Payment.** Overdue payments accrue interest at the higher of 3-month Euribor plus 4%, or the maximum rate permitted by law. DigitalRoute may suspend Cloud Services, seek legal remedies, or terminate the Agreement for non-payment of undisputed invoices. Customer shall reimburse reasonable collection costs, including attorney fees. Suspension does not constitute termination or entitle Customer to damages.
- 8.10 **AWS Marketplace Billing Relationship.** Where the Procurement Objects are purchased via AWS Marketplace, all invoicing and payment processing will be managed by Amazon Web Services, Inc., or its affiliates, (jointly "AWS"), as the billing and collection agent on behalf of DigitalRoute. In such cases, Customer shall pay the applicable fees directly to AWS in accordance with the AWS Marketplace terms, and such payment shall be deemed payment to DigitalRoute.
- 8.11 If, for any reason, DigitalRoute's billing relationship with AWS under the AWS Marketplace is terminated, suspended, or otherwise discontinued, the Customer shall, upon written notice from DigitalRoute, continue to be liable for payment of all outstanding and future Fees directly to DigitalRoute under this Agreement. In such case, AWS shall no longer be authorized to act as billing and collection agent on behalf of DigitalRoute, and Customer shall not make further payments to AWS in respect of the Fees. DigitalRoute will issue invoices directly to Customer for any such amounts, and Customer shall pay such invoices in accordance with the applicable payment terms set out in this Agreement. This obligation survives the termination or expiration of DigitalRoute's listing on AWS Marketplace and remains in full force for the duration of this Agreement.

9. CUSTOMER DATA

- 9.1 Customer represents and warrants that it has obtained, and will obtain as required, all rights, consents, and authorizations, and has provided all notices and disclosures necessary to allow the lawful provision of Customer Data to DigitalRoute. This includes any use, access, processing, or disclosure of Customer Data by DigitalRoute, including to authorized third parties, for performance of its obligations under the Agreement. Customer further warrants that such provision and use of Customer Data will comply with all applicable laws, regulations, and third-party rights.
- 9.2 Customer owns all Customer Data and is solely responsible for its legality, integrity, accuracy, and quality. Customer grants DigitalRoute a non-exclusive, royalty-free, worldwide license to access, store, process, and use Customer Data solely to the extent necessary for: **(a)** operating, maintaining, and delivering the Procurement Objects; **(b)** troubleshooting, incident resolution, and support; **(c)** security monitoring, investigations, and vulnerability management; **(d)** testing, debugging, and improving the Procurement Objects, including through the use of Customer configuration and related technical data, excluding Customer usage data; and **(e)** monitoring Customer's compliance with this Agreement. Such use may include the use of automated or AI-assisted tools, and disclosure of limited Customer Data to service providers acting on DigitalRoute's behalf, in each case to the extent necessary for these purposes and subject to appropriate confidentiality and security safeguards. DigitalRoute shall ensure that access to Customer Data is limited to authorised personnel, appropriate technical and organisational measures are applied to protect its security, confidentiality, and integrity, and Customer Data is not disclosed to any third party except as expressly permitted under this Agreement.
- 9.3 For the avoidance of doubt, DigitalRoute's rights under Section 9.2(a) through (e) do not extend to any Customer Usage Data. DigitalRoute may only access, store, process, or use such Usage Data for the purposes set out in Section 9.2(a) through (e) where Customer has provided its prior written consent on a case-by-case basis. For the purposes of this Section 9, "**Usage Data**" means the transactional records and event data that Customer submits to, or that is generated by Customer's end users through, the Cloud Services for the purposes of metering, rating, or billing, including consumption events, transaction records, and any data reflecting the activity or behaviour of Customer's end users, but excluding Configuration Data. "**Configuration Data**" means data relating to the setup, operation, and administration of the Cloud Services, including stream definitions, node parameters, flow topology, processing rules, error logs, and system metadata.
- 9.4 Customer is responsible for implementing and maintaining backups of all data, including Customer Data, used in connection with the Procurement Objects and taking reasonable measures to protect its network and systems from unauthorized access. DigitalRoute is not liable for any loss of such data. DigitalRoute shall, where technically feasible, assist Customer in restoring Customer Data from available backups, and may charge reasonable time-and-materials fees for such assistance.

10. CONFIDENTIALITY

- 10.1 Each party shall, during the term of the Agreement and for 5 years thereafter **(a)** treat the other party's Confidential Information as strictly confidential; **(b)** use it only to perform obligations under the Agreement; **(c)** protect it with at least the same degree of care it uses for its own confidential information, but not less than a reasonable standard of care; **(d)** permit access only to employees, affiliates, representatives, consultants, or subcontractors who need it to perform the Agreement and are bound by similar confidentiality obligations; and **(e)** promptly notify the other party of any unauthorized access, use, or disclosure and take reasonable steps as requested to mitigate any breach.
- 10.2 The obligations in Section 10.1 do not apply to information that: **(a)** is or becomes public other than through a breach of the Agreement; **(b)** was known to the receiving party prior to disclosure or obtained from a third party entitled to disclose it; **(c)** must be disclosed by law, regulation, court order, or stock exchange rules; or **(d)** is necessary to enable legal, accounting, tax, or technical advisors to perform work required under the Agreement.
- 10.3 Where a party is required to disclose Confidential Information pursuant to Section 10.2(c), such party shall, to the extent permitted by law, provide prompt notice to the other party, allow it to seek protective measures, limit disclosure to what is legally required, and use reasonable efforts to ensure the information remains confidential.

11. DATA PROTECTION AND INFORMATION SECURITY

11.1 DigitalRoute provides the Cloud Services in accordance with the DigitalRoute's Data Processing Agreement ("DPA") located on AWS Marketplace or on Infozone, currently at <https://infozone.atlassian.net/wiki/spaces/DAZ/pages/672661544/Data+processing+agreement>, which is hereby incorporated herein by reference. DigitalRoute may update the DPA from time to time to reflect changes in applicable data protection laws, its subprocessors, or the Cloud Services, provided that such updates do not materially reduce the level of protection for personal data. Material updates will be notified to Customer via Infozone or email.

11.2 In connection with the provision of the Cloud Services, DigitalRoute shall implement and maintain appropriate technical and organizational measures, internal controls, and information security procedures, including a management system for information security aligned with ISO/IEC 27001 and SOC 1 and SOC 2 Type II (or any successor or substantially equivalent standards). Such management system shall include documentation of security-critical administrative and technical processes based on a formal framework where roles, responsibilities, governance, administration, and authorities are clearly defined with respect to information security, to protect data against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. Customer remains responsible for properly configuring and using the Cloud Services and for taking appropriate measures to secure, protect, and back up its data, including the Customer Data.

12. EXPORT CONTROL

12.1 The Parties shall comply with all applicable export control, Sanctions, and trade control laws and regulations ("Trade Control Rules"). The Procurement Objects and Documentation are controlled items, including dual-use items subject to applicable export and re-export restrictions, and their supply is contingent upon compliance with all applicable export and re-export control requirements. DigitalRoute shall not be obliged to deliver, enable access to, or perform any Procurement Object or Documentation in violation of applicable Trade Control Rules.

12.2 Customer is solely responsible for obtaining and maintaining all required import, end-use, local, and onward export or re-export authorisations, including approval from the Swedish Inspectorate of Strategic Products (ISP) or other competent authority. Customer shall not, directly or indirectly, export, re-export, transfer, or otherwise make available any Procurement Object or Documentation (or any part thereof) to any country, end user, or for any end use that is prohibited under applicable Trade Control Rules.

12.3 Customer expressly represents and warrants that the Procurement Objects, Documentation, and any related items will not be used for the design, development, production, stockpiling, operation, or use of chemical, biological, or nuclear weapons, missiles capable of delivering such weapons, or any other use prohibited under applicable Trade Control Rules. Compliance with this Section is a material condition of the Agreement.

12.4 If DigitalRoute reasonably determines that Customer's use of the Procurement Objects may be in breach of applicable Trade Control Rules, DigitalRoute may suspend or limit performance of the affected Procurement Objects to the extent necessary to comply with such rules and shall promptly notify Customer where legally permitted. If the relevant concern cannot be resolved without violating applicable Trade Control Rules, DigitalRoute may terminate the affected Procurement Objects upon written notice.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 DigitalRoute and its licensors retain all right, title, and interest, including all intellectual property rights, in and to: (a) the Procurement Objects, including any underlying configuration, design, or technical architecture; (b) Documentation; (c) Results; (d) DigitalRoute technology; and (e) any other works created under the Agreement (together, the "Works"). Nothing in the Agreement, any Order Form, or SOW transfers ownership or title to any intellectual property rights; any purported transfer is void. Customer's rights are limited to the licenses expressly granted herein or in applicable Order Forms; all other rights are reserved to DigitalRoute and its licensors. Customer acknowledges that DigitalRoute's know-how, workflows, processes, procedures, and models are used to deliver the Procurement Objects, Results, and Services, that no exclusivity is granted, and that DigitalRoute may use its know-how for other projects or customers.

13.2 Subject to full payment of all Fees for the relevant Professional Services, Customer is granted a perpetual, non-exclusive, non-transferable, royalty-free license to use, modify, and reproduce any Result delivered under an Order Form solely for internal business purposes. This license does not extend to those parts of the Results that are incorporated into or form part of DigitalRoute software or services.

13.3 Customer may from time to time provide suggestions, comments, or other feedback regarding the Procurement Objects ("Feedback"). Customer hereby grants to DigitalRoute, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, modify, make, have made, distribute, sell, offer for sale, display, perform, create derivative works, permit unmodified binary distribution, and otherwise exploit such Feedback..

13.4 Any breach of this Section or any use of the Works or underlying IPR outside the scope of the Agreement may cause irreparable harm to DigitalRoute and/or its licensors for which monetary damages may be inadequate. In addition to any other rights and remedies, DigitalRoute and any relevant licensor are entitled to seek equitable relief, including injunctive relief, in respect of such breach.

14. REPRESENTATION AND WARRANTIES

14.1 **Mutual Warranties.** Each party represents and warrants that (a) it has the legal power and authority to enter into and perform the Agreement, (b) the person(s) signing the Agreement on its behalf has been properly authorized and empowered to enter into the Agreement, (c) it will comply with all applicable international, national, state, and local laws, regulations, and orders, as amended from time to time, in connection with its performance under the Agreement.

14.2 **DigitalRoute.** DigitalRoute represents and warrants that (a) it will use reasonable technical means to screen for and detect disabling devices, viruses, Trojan horses, and other computer programming routines designed to damage or detrimentally interfere with software or data; and (b) Procurement Objects will be provided and performed using all reasonable skill and care and in accordance with good industry practice and will function in all material respects in conformance with the Agreement.

14.3 **Disclaimers.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT: (A) DIGITALROUTE AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, REGARDING THE PROCUREMENT OBJECTS, THE DOCUMENTATION, OR ANY OTHER MATTER UNDER THE AGREEMENT; AND (B) DIGITALROUTE AND ITS LICENSORS DO NOT WARRANT THAT THE PROCUREMENT OBJECTS OR THE DOCUMENTATION WILL BE ERROR-FREE, UNINTERRUPTED, MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY PARTICULAR RESULTS, OR OPERATE IN COMBINATION WITH NON-DIGITALROUTE SYSTEMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITALROUTE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. CUSTOMER HAS NO RIGHT TO MAKE OR PASS ON TO ANY THIRD PARTY ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF DIGITALROUTE.

14.4 CUSTOMER ACKNOWLEDGES THAT THE CLOUD SERVICES ARE A TECHNICAL CONDUIT AND RELY ON THE INTERNET AND OTHER ELECTRONIC COMMUNICATIONS, WHICH MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS BEYOND DIGITALROUTE'S CONTROL. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS CONFIGURATION AND USE OF THE CLOUD SERVICES, FOR THE INPUT DATA AND CONFIGURATION IT PROVIDES, AND FOR OBTAINING AND MAINTAINING THE REQUIRED NETWORK AND INTERNET CONNECTIVITY, AND SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT ITS DATA AND OPERATIONS. CUSTOMER FURTHER ACKNOWLEDGES THAT IT, AND NOT DIGITALROUTE, IS RESPONSIBLE FOR HOW IT USES OR RELIES ON ANY CALCULATIONS, REPORTS, ANALYSES, PRICING MODELS, BILLING OUTPUTS, DATA, OR OTHER INFORMATION GENERATED FROM THE CLOUD SERVICES. TO THE EXTENT ANY INCORRECTNESS IN SUCH OUTPUTS IS CAUSED BY A DEFECT IN THE CLOUD SERVICES, DIGITALROUTE'S SOLE OBLIGATION SHALL BE TO REMEDY SUCH DEFECT IN ACCORDANCE WITH THE SUPPORT SERVICE DESCRIPTION. EXCEPT FOR SUCH OBLIGATION, DIGITALROUTE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM CUSTOMER'S USE OF OR RELIANCE ON SUCH

OUTPUTS, OR FROM DELAYS, DELIVERY FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS THAT ARE NOT CAUSED BY DIGITALROUTE'S FAILURE TO COMPLY WITH THIS AGREEMENT.

15. INDEMNITIES

- 15.1 **DigitalRoute Indemnity.** DigitalRoute shall indemnify, defend, and hold harmless the Customer and its officers, directors, employees, attorneys, and agents from and against any third-party claim alleging that the Cloud Services, as provided by DigitalRoute and used in accordance with the Agreement, directly infringe any copyright, any patent issued as of the Effective Date, or any trademark (each, a "Claim"). This indemnity shall apply only to damages and costs finally awarded by a court of competent jurisdiction, or expressly agreed in a written settlement approved by DigitalRoute, to the extent arising from such Claim.
- 15.2 DigitalRoute shall have no obligation to indemnify the Customer, and no liability, for any Claim under this Section 15 to the extent the Claim arises from (each an "Excluded Claim"), and the Customer shall indemnify, defend, and hold harmless DigitalRoute from and against any such Excluded Claim, including related costs and expenses: **(a)** any unauthorised modification or derivative of the Cloud Service; **(b)** use of the Cloud Service with any hardware, software, data, or materials not provided or approved by DigitalRoute; **(c)** any third-party software or components; **(d)** DigitalRoute's compliance with Customer-provided specifications or instructions; **(e)** use or operation of the Cloud Service other than in accordance with the Agreement; or **(f)** any combination of the Cloud Service with any Customer product, system, or business process. DigitalRoute shall have no obligations in respect of any Excluded Claim.
- 15.3 In connection with any Claim, DigitalRoute may, at its sole discretion: **(a)** procure for the Customer the right to continue using the affected portion of the Cloud Service; or **(b)** modify or replace the affected portion of the Cloud Service so that it becomes non-infringing, provided that such modified or replacement service substantially performs the same functions. If DigitalRoute determines that the foregoing remedies are not commercially or technically reasonable, DigitalRoute may terminate the Agreement in respect of the affected Cloud Service and refund to the Customer any prepaid and unused Fees attributable to such Cloud Service.
- 15.4 **Customer Indemnity.** Customer shall defend, indemnify and hold harmless DigitalRoute, its Affiliates, and their respective directors, officers, employees and subcontractors from and against all damages, losses, claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with: **(a)** Customer Data or other content provided or made available by or on behalf of Customer and processed through the Procurement Objects; **(b)** Customer's or any Authorised User's use of the Procurement Objects or Documentation in breach of the Agreement or in violation of applicable law.
- 15.5 **Procedure.** Each Party's respective defence and indemnity obligations under Section 15.1 or Section 15.4 are subject to the indemnified party: **(a)** providing the indemnifying party with prompt written notice upon becoming aware of any claim or potential claim; **(b)** granting the indemnifying party sole control over the defence and settlement of the claim, provided that no settlement shall, without the indemnified party's prior written consent, **(i)** impose any liability or obligation on the indemnified party, **(ii)** include any admission or determination affecting the indemnified party's rights or interests, or **(iii)** fail to include an unconditional release of the indemnified party from all liability, or otherwise materially adversely affect the indemnified party's business; **(c)** providing such reasonable information and assistance as the indemnifying party may request, at the indemnifying party's expense; and **(d)** refraining, without the indemnifying party's prior written consent, from making any admission, taking any action, or compromising or settling the claim in a manner that could prejudice the defence.
- 15.6 THIS SECTION 15 CONSTITUTES THE ENTIRE LIABILITY OF DIGITALROUTE, AND THE EXCLUSIVE REMEDIES OF CUSTOMER, WITH RESPECT TO ANY PROCEEDINGS OR CLAIMS ON OR RELATED TO A THIRD-PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16. ANTI-CORRUPTION

Each Party represents and warrants that, in connection with the Agreement, it will conduct its business in an ethical and lawful manner and comply with all applicable anti-corruption, anti-bribery and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, and will maintain reasonable policies and procedures to support such compliance. Each Party further represents and warrants that it has not and will not offer, promise, give, or accept any improper payment or benefit to secure an improper advantage, including in relation to any public official, and that payments made under the Agreement are not derived from unlawful activities

17. LIMITATION OF LIABILITY

- 17.1 **Exclusions of Indirect Damages.** To the maximum extent permitted by applicable law, neither party, nor its respective Affiliates, shall be liable under or in connection with the Agreement for any indirect, consequential, special, exemplary or incidental cost, loss or damage, or for any loss of profits, revenue, production, business opportunity, or loss of anticipated savings, goodwill or reputation, or loss or corruption of data, howsoever arising, even though the Parties may be aware of the possibility or likelihood of such cost, and regardless of the form of action or whether arising in contract, tort, negligence, by statute or otherwise.
- 17.2 **Limitation.** Each party's maximum, cumulative and total liability for all claims arising out of or relating to the Agreement, whether for breach of contract, breach of warranty, or in tort (including negligence) or otherwise, shall be limited to the lesser of: **(a)** the total Fee actually paid by Customer to DigitalRoute under the Agreement in the 12-month period immediately preceding the event giving rise to the liability, and **(b)** EUR 500,000.
- 17.3 **Special Aggregate Cap.** With respect to **(a)** DigitalRoute's obligations under Section 15.1 (DigitalRoute Indemnity), and **(b)** any material breach of a party's obligations under the DPA, each party's total aggregate liability shall not exceed 3 times the amounts specified in Section 17.2. This cap applies in place of, and not in addition to, in the cap in Section 17.2.
- 17.4 **Exceptions to Liability Cap.** The limitations and exclusions in this Section 17 do not apply to **(a)** any unauthorised use of the Cloud Services or infringement of the other party's IPR, **(b)** Customer's breach of Section 12 (Export Control), **(c)** death or personal injury, or **(d)** breach of confidentiality, **(e)** Fees due under any applicable Order Forms and Statements of Work, or **(f)** any other liability that cannot be excluded by law.
- 17.5 **Notice.** Should either party be entitled to forward a claim for damages under or in connection with the Agreement, the claiming Party must notify the other party in writing within 3 months of becoming aware of the event giving rise to such claim, and in any event no later than 12 months from the date on which the event giving rise to such claim occurred.
- 17.6 The parties acknowledge that the remedies provided in the Agreement are exclusive and that the Fees and limitations of liability in this Section constitute a fair and reasonable allocation of risk for non-conformity of the Procurement Objects, considering the potential risks and damages arising from a breach by either party.
- ## 18. TERM AND TERMINATION
- 18.1 **Term.** Unless otherwise agreed in the relevant Order Form, the Agreement is effective as of its date of signature and remains valid and in effect for a minimum period of 3 years from the Service Commencement Date ("**Initial Term**"). Upon the expiry of the Initial Term, the Agreement will automatically renew for successive periods of 12 months (each such successive period a "**Renewal Term**") unless terminated by either Party in writing no later than 6 months prior to the expiration of the Initial Term or the current Renewal Term, as applicable. Initial Term and Renewal Term(s) are hereinafter jointly referred to as the "**Agreement Term**".
- 18.2 **Termination for cause.** Either party may terminate the Agreement, in whole or in part, for cause: **(a)** upon 30 days' written notice of a material breach if such breach remains uncured at the end of that period; or **(b)** if the other party becomes subject to a bankruptcy petition or any insolvency, receivership, liquidation, or assignment-for-benefit-of-creditors proceeding that is not dismissed within 90 days. In addition, DigitalRoute may terminate the Agreement, in whole or in part, without liability if the use or delivery of the Procurement Objects under the

Agreement is prohibited under applicable government, embargo, or Trade Control Rules.

- 18.3 **Effect of Termination or Expiry.** On termination or expiry of the Agreement: **(a)** Customer shall immediately cease all use of the terminated Procurement Objects and Documentation; **(b)** all licenses and use rights granted by DigitalRoute are immediately revoked; and **(c)** Customer shall destroy or return all copies of installation products, backups, and related materials, and upon request, certify in writing that no copies remain in its possession.
- 18.4 **Accrued Rights and Survival.** Termination or expiry does not release a party from liability accrued prior to termination or expiry. Provisions intended by their nature to survive shall remain in effect
- 18.5 **Payment Upon Termination.** If DigitalRoute terminates the Agreement under Section 18.2, Customer shall immediately pay all Fees owed, including Fees that would have accrued for the remainder of the Agreement Term. DigitalRoute is not obliged to continue delivery of Procurement Objects after termination.
- 18.6 **Customer Data.** Upon written request, DigitalRoute shall provide Customer with a copy of Customer Data within 90 days. Such service will be provided on a time-and-material basis in accordance with DigitalRoute's then-current professional services rates. DigitalRoute may, at its sole discretion, extend this period.

19. MISCELLANEOUS

- 19.1 **Subcontractors.** DigitalRoute may engage qualified subcontractors at its discretion and remains fully responsible for their work.
- 19.2 **No Work for Hire.** Nothing in the Agreement or any provision of Procurement Objects shall be deemed a "work for hire" under 17 U.S.C. §201(b) or similar law.
- 19.3 **Force Majeure.** Neither party shall be liable for any delay or failure to perform obligations under the Agreement to the extent caused by events beyond its reasonable control, including, without limitation, acts of God, fire, flood, war, riots, embargo, sanctions, pandemic, government acts, delays in permits or visas, or failures of carriers or third-party infrastructure. The affected party shall notify the other party in writing promptly upon becoming aware of such an event, providing reasonable details of the nature of the event, its expected duration, and its anticipated impact on performance. The affected party shall use reasonable endeavours to mitigate the impact of the event and resume performance as soon as reasonably practicable. If such an event continues, or is reasonably expected to continue, for 90 days or more, either party may terminate the Agreement with immediate effect and without liability. This clause does not relieve either party of its obligation to pay amounts due under the Agreement.
- 19.4 **Notices.** All notices must be in writing to the addresses in the Order Form (Customer) or Section 20 (DigitalRoute) or updated addresses notified in writing. Notices are effective: **(a)** registered/certified mail: 5th Business Day after posting; **(b)** hand/courier: on delivery; **(c)** electronic transmission: on dispatch if receipt is confirmed or provable.
- 19.5 **Amendments.** Any change to the Agreement must be in writing and signed by both parties.
- 19.6 **Assignment.** No party may assign, sublicense, or otherwise transfer (by operation of law or otherwise) the Agreement, or any of a party's rights or obligations under the Agreement, to a third party without the other party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that DigitalRoute may assign or otherwise transfer the Agreement (and all rights and obligations thereunder), in whole or in part, without such consent, to an Affiliate. Any assignment or delegation in violation of this clause shall be null and void. For purposes of the Agreement, a change of control of a party does not constitute an assignment, provided that the party remains the same legal entity and continues to be bound by the terms of the Agreement.
- 19.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 19.8 **Invalid Terms.** If any provision is invalid or unenforceable, the remainder of the Agreement remains effective. The parties shall replace invalid provisions with commercially equivalent terms reflecting the original intent.

19.9 **No Partnership.** Nothing creates a joint venture, partnership, employment, or agency relationship between the Parties.

19.10 **Trademarks and Marketing References.** Customer agrees that DigitalRoute and/or its Affiliates may disclose the existence of the Agreement and use Customer's name, logo, or branding in marketing materials, press releases, website announcements, and customer references, in accordance with the Customer Marketing Policy available on InfoZone. Any use outside the scope of that Policy requires Customer's prior written consent.

19.11 **No Waiver.** Failure to enforce any right or provision does not constitute a waiver unless agreed in writing.

19.12 **Purchase Order Terms.** Any terms on Customer purchase orders, invoices, or other documents are void and do not modify or supplement the Agreement.

19.13 **Entire Agreement.** The Agreement is the complete and exclusive statement of the parties' agreement on its subject matter and supersedes all prior communications, representations, or arrangements. Customer confirms it has not relied on any representations not embodied herein.

20. GEOGRAPHICALLY DEPENDENT PROVISIONS (INCL. PARTIES, APPLICABLE CURRENCY, APPLICABLE LAW, DISPUTE RESOLUTION, NOTICES)

If Customer is domiciled in:	DigitalRoute means:	Notices to DigitalRoute shall be sent to:	Governing Law	Dispute Resolution
The United States of America	Digital Route Americas Inc., a Georgia corporation, with registered address 8000 Avalon Blvd, Suite 200 Alpharetta, GA 30009, USA (P.O Box 344, Alpharetta, GA 30009, USA)	Attn: Legal Department Digital Route AB Fleminggatan 18, SE-112 26 Stockholm, Sweden Always with a copy to legal@digitalroute.com	The laws of the State of New York	Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof shall be exclusively brought in the state courts and the federal courts located in State of New York. The Parties hereby consent to the personal jurisdiction and venue of these courts. The Parties agree to waive jury trial with respect to any disputes under the Agreement
Sweden, Norway, Denmark, Finland	Digital Route AB, a Swedish corporation, with registered address Fleminggatan 18, SE-112 26 Stockholm, Sweden	Attn: Legal Department Digital Route AB Fleminggatan 18, SE-112 26 Stockholm, Sweden Always with a copy to legal@digitalroute.com	The laws of Sweden	Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. This contract shall be governed by the substantive law of Sweden. The parties agree that any arbitral proceedings conducted under this Agreement shall be kept strictly confidential. This obligation covers all information disclosed in the course of such proceedings, including any decision or award made or declared during the proceedings. No information covered by this confidentiality obligation may be disclosed in any form to any third party without the prior written consent of the other party. For the avoidance of doubt, a party's financial advisors, legal advisors, and insurers shall not be considered third parties for this purpose, provided that such persons are bound by confidentiality obligations no less strict than those set out in this section.
Rest of the World	Digital Route AB, a Swedish corporation, with registered address Fleminggatan 18, SE-112 26 Stockholm, Sweden	Attn: Legal Department Digital Route AB Fleminggatan 18, SE-112 26 Stockholm, Sweden Always with a copy to legal@digitalroute.com	The laws of England and Wales	Each party submits irrevocably to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with the Agreement and waives any objection to proceedings in such courts on the forum non conveniences grounds.

Notwithstanding the above, DigitalRoute may at its sole discretion take proceedings in another jurisdiction to recover any sums owed by Customer to DigitalRoute.

The above-referenced laws shall apply in each case without giving effect to any choice of law or conflict of laws principles that would result in the application of the laws of any other jurisdiction.