

## GENERAL TERMS AND CONDITIONS – AWS MARKET PLACE USAGE ENGINE CLOUD EDITION / CLOUD SERVICES

These Terms and Conditions 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 and Conditions shall be valid and enforceable only if made in writing and signed by both Parties

By executing an Order Form that references these General Terms and Conditions, Customer agrees to be bound by the terms set forth herein and acknowledges that these General Terms and Conditions form an integral and enforceable part of the Agreement, effective without the need for any purchase order or other written confirmation. In the event of a conflict or inconsistency between any of the Agreement documents, the order of precedence set out in the Order Form shall apply.

### 1. DEFINITIONS

1.1 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.

1.2 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**" means jointly the applicable Order Form, these General Terms and Conditions, and any other documents expressly incorporated by reference in the applicable Order Form, including their related annexes, exhibits, schedules.

"**Agreement Term**" has the meaning set out in Section 19.1.

"**AI Assistant**" means the AI-powered search and generative tool provided by DigitalRoute as part of the Cloud Services, enabling Users to search, query, and generate content from DigitalRoute's official documentation and related materials.

"**AI Assistant Terms**" means the terms applicable to the Customer should it elect to use the AI Assistant available at <https://ai-assistant.digitalroute.io/>, as updated from time to time.

"**Business Day**" means a day when banks are open for general banking business in the country where DigitalRoute is located (other than for internet banking purposes only).

"**Confidential Information**" means (i) 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," (ii) the terms and conditions of this Agreement, as well as the discussions related to pricing and all other information leading up to this Agreement including all information provided by the other party concerning the business and affairs of such party; (iii) the Procurement Objects and Documentation; (iv) Works; and (v) the Results.

"**Cloud Managed Software**" means the object code version of DigitalRoute's proprietary software, enabling efficient data collection, processing, and monetization for accurate billing, revenue assurance, and digital transformation, to which Customer is granted a license and provided access to as part of the Cloud Services.

"**Cloud Provider**" means a third-party entity that offers cloud computing services, including but not limited to infrastructure, platform, and software services, which are utilized by DigitalRoute to deliver the Cloud Services under this Agreement.

"**Cloud Provider Services**" means the Cloud Services, infrastructure, software and other inputs provided by the Cloud Provider(s).

"**Cloud Services**" means the cloud-based software-as-a-service (SaaS) solution provided by DigitalRoute which includes access to and use of the Cloud Managed Software, hosted by DigitalRoute or its service providers. The Cloud Services may also include access to the AI Assistant. The Cloud Services are made available to the Customer on a subscription basis over a network.

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

"**Customer Data**" means Customer's data, information or material that is processed through the Cloud Services within the scope of Customer's use of the Cloud Services.

"**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.

"**End-User Statement**" means a statement for all export made according to Section 13, in the format provided to the Customer by DigitalRoute.

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

"**General Terms and Conditions**" means these general terms and conditions applicable to the Procurement Objects, made available on Infozone at <https://infozone.atlassian.net/wiki/spaces/DAZ/pages/672072348/General+terms+and+agreements>.

"**InfoZone**" means DigitalRoute's online /web customer portal, web portal, or any other communication solution/tool provided by DigitalRoute from time to time, currently accessible at <https://infozone.atlassian.net/l/cp/iYKMQ1A3>, that includes feature and functionality descriptions of the Procurement Objects and other information relating to the Cloud Services and the Services, which descriptions are incorporated by reference into and made part of 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 Cloud Managed 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 an order form, including its Schedules and other attachments, executed by Customer and DigitalRoute, specifying the Procurement Objects to be provided hereunder, the related Fees.

"**Permit**" means any declaration, approval, certification, authorization and/or license required prior to the export, import, supply, use, re-export and/or transfer of a Procurement Object.

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

"**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.

"**Result**" means the result of the Professional Services as defined in the Statement of Work.

"**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.

“**Services**” means Support Services and Professional Services, procured by Customer under this Agreement.

“**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 to such Order Form.

“**Subscription**” means a term-based subscription for the Cloud Services and Support Services as specified in an Order Form.

“**Service Commencement Date**” means such date set out in an Order Form.

“**Support Services**” means the maintenance and support services for the Cloud Services that only apply to DigitalRoute’s direct customers, as described in the Support Service Description. The applicable support level is specified in the Order Form.

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

“**Trade Control Rule**” means any customs, export, import, re-export and/or transfer formality, control, restriction, prohibition and/or Permit requirement under applicable laws and regulations.

“**Users**” means Customer’s employees, representatives, consultants, contractors or agents who are 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).

“**Works**” has the meaning set out in Section 11.2.

## 2. CLOUD SERVICES

2.1 Subject to the terms of the Agreement and Customer’s compliance with such terms, the scope of the relevant Subscription as set forth in the Order Form, DigitalRoute grants the Customer, from the Service Commencement Date and for the duration of the Agreement Term, a limited, revocable, non-exclusive, non-transferable, non-assignable, non-licensable term-based license to access and use the Cloud Services, solely to support its internal business operations within the Territory and in accordance with Documentation and the terms of the Agreement.

2.2 DigitalRoute may make updates or other changes to the Cloud Service and its functionality as long as the functionality of the Cloud Service in all material aspects remains the same. Any such updates or changes will be automatically applied.

2.3 Customer may utilise any of the Documentation as necessary to implement and use the Cloud Service in accordance with the rights granted under this Agreement, provided that Customer ensures that any copies of any Documentation includes all proprietary legends and other notices on all copies.

## 3. SUPPORT SERVICES

3.1 DigitalRoute is responsible for ensuring that the Cloud Managed Software meets the functional, content, quality, and system requirements specified in the Documentation. DigitalRoute shall monitor and report activities to Customer in respect of the Cloud Services as set out in the Support Service Description.

3.2 DigitalRoute will provide Customer with Support Services starting from the Service Commencement Date and thereafter during the Agreement Term, in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in all material respects, in accordance with the Support Service Descriptions. The level of Support Services is specified in the Order Form and further described in the Support Service Description. Customer acknowledges and agrees that the Cloud Services are not error-free and agrees that the existence of such errors do not constitute a breach of the Agreement.

3.3 Customer acknowledges and agrees that the Support Services do not include any support and maintenance in respect of the configuration, the installation, the Result, and/or the set-up of the Cloud Services.

3.4 DigitalRoute may, at its sole discretion, modify and update the Support Service Description if the changes result in an improvement to the support provided to the Customer. Any modifications that would lower the quality of the Support — such as extending response times for incidents or altering the

definition of incidents in a manner adverse to the Customer — must be mutually agreed upon in writing by the Parties.

3.5 The Support Service Description sets forth Customer’s sole remedies in respect of the availability or quality of the Cloud Services including if any guarantees set forth therein are not met.

## 4. TEST LICENSE

4.1 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 Sections 12 (Mutual Indemnification), 15 (Representations and Warranties), and 17 (Limitation of Liability). The Customer acknowledges and agrees that use of any such license is at its sole risk.

## 5. RESTRICTIONS

5.1 **Limitations.** As a condition to Customer’s use of the Cloud Services, Customer shall not, and shall not allow any third party to: (i) sell, sublicense, rent, lease, transfer, assign, or otherwise make the Cloud Services (or any part thereof) available to any third party, except as expressly permitted under the Agreement; (ii) allow unauthorized access to or use of the Cloud Services by any person other than an authorized User; (iii) modify, create derivative works of, or interfere with the Cloud Services or the Documentation; (iv) use the Cloud Services to provide a competing service, time-sharing, outsourcing, or hosting services to third parties; (v) remove, modify, or obscure any copyright, trademark, or proprietary notices in the Cloud Services, Documentation; (vi) create Internet “links” to the Cloud Services, or “frame” or “mirror” any part of the Documentation on any other server, website, or internet-based device without DigitalRoute’s prior written consent; (vii) interfere with, disrupt, or compromise the security, integrity, or performance of the Cloud Services or any data contained therein; (viii) reverse engineer, decompile, disassemble, or attempt to derive the source code of any software that is part of the Cloud Services, except to the extent such restriction is prohibited by applicable law; (ix) access the Cloud Services to develop or improve a competing product or service or replicate its features, functions, or design elements; or (x) use the Cloud Services, Documentation in any manner that (a) constitutes defamation, libel, invasion of privacy, or a violation of publicity rights; or (b) is threatening, harassing, malicious, or otherwise unlawful.

5.2 Customer shall not use the Cloud Services to: (i) send spam or other unsolicited or duplicative messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or unlawful material, including content harmful to children or violating third-party privacy rights; or (iii) send or store material containing viruses, worms, Trojan horses, or other harmful code, files, scripts, agents, or programs; or (iv) engage in phishing, denial-of-service attacks, or any other malicious, fraudulent, or unauthorized activity.

5.3 Customer must not use the Cloud Services in any manner that would involve prohibited activity under any Sanctions applicable to either Party (e.g. engaging in, conducting, facilitating or enabling activities or transactions that are prohibited by the Sanctions). Notwithstanding any provision to the contrary, DigitalRoute is entitled to terminate the Agreement with immediate effect and without any notice period should Customer breach this Section 5.

5.4 In addition to any other rights to suspend the Customer’s or any User’s access to the Cloud Services under this Agreement, DigitalRoute may, at its sole discretion and without any liability, immediately suspend such access in whole or in part if (i) such use or access poses or is likely to pose a material risk to the security, integrity, or performance of the Cloud Services or DigitalRoute’s systems, or the data of other customers; (ii) Customer or any User breaches this Section 4 or uses the Cloud Services in an unlawful or fraudulent manner. To the extent reasonably practicable, DigitalRoute will limit the extent and duration of any suspension of the Cloud Services needed to mitigate the applicable risk. DigitalRoute will promptly restore the Cloud Services to Customer once the issue has been fully resolved and/or all outstanding payments have been paid (as applicable).

## 6. CLOUD SERVICE DELIVERY

**6.1 Provision of Cloud Service.** During the term of this Agreement, DigitalRoute shall provide or make available the Cloud Service to the Customer in accordance with the Agreement.

**6.2 User Accounts.** Customer may only enable Users to access and use the Cloud Service. Customer is responsible for all activity occurring under User accounts and shall abide by and ensure that all Users abide by all applicable local, national, and foreign laws, treaties and regulations in connection with Customer's use of Cloud Service, including but not limited to those related to data privacy.

Customer is responsible for maintaining the confidentiality and integrity of any credentials, password or user id and remains fully liable for any authorised and unauthorised use of the Procurement Objects. Customer must (a) promptly notify DigitalRoute of any unauthorized use of any credentials, password or user id or any other known or suspected breach of security, or of any unauthorized copying or distribution of the Documentation; (b) use reasonable efforts to stop any unauthorized use of the Procurement Objects that is known or suspected by Customer or any User; and (c) not provide false identity information to gain access to or use the Procurement Object.

**6.3 Conditions for provisions of Cloud Service.** In addition to any provisions specified in the Agreement, the following applies:

- (a) Credentials, password, user id or other user information used to access the Procurement Objects are strictly confidential. If recorded in writing by Customer or a User, they must be securely stored with at least the same level of care that the Customer applies to its own confidential or proprietary information, ensuring reasonable measures are in place to prevent unauthorized access to the Procurement Objects.
- (b) DigitalRoute is responsible for the Cloud Service only within its own network and only up to the point where it connects to a public electronic network.

**6.4 Service Limitations.** If the use of the Cloud Service causes, or poses a risk of causing, harm to DigitalRoute or the Cloud Service, or if emergency maintenance is required, DigitalRoute is entitled to limit access to the Cloud Service. Any such action shall be proportionate to the circumstances. The Customer shall be notified of access limitations at least two (2) Business Days in advance, provided the situation reasonably allows for such notice.

DigitalRoute reserves the right to take any measures reasonably necessary to ensure the security and continuity of the Cloud Service. This may include identifying, blocking, or filtering Users whom DigitalRoute, at its sole discretion, deems to pose a security or operational risk or to be in violation of this Agreement. In addition, DigitalRoute is entitled to remove or limit access to Cloud Service for excessive use.

## 7. SPECIAL CLOUD PROVISIONS

**7.1** The Cloud Services comprise Cloud Provider Services provided by Cloud Providers. DigitalRoute is responsible for managing these Cloud Providers and Cloud Provider Services and ensuring that the Customer is provided with a single business-facing point of contact from DigitalRoute in respect of the Cloud Services.

**7.2** Customer acknowledges and agrees that the Cloud Provider Services are governed by the Cloud Provider's terms of service, including referenced documents, as outlined on the Cloud Provider's platform and updated periodically. Customer further acknowledges and agrees that the Cloud Services' availability depends on Cloud Provider Services and their service levels. DigitalRoute is not liable for delays or failures caused by Cloud Provider Service outages, provided that it follows the Cloud Provider's documentation, guidance, and best practices.

**7.3** DigitalRoute has no liability to Customer if DigitalRoute is prevented or delayed in providing the Cloud Services or performing its other obligations to the extent the cause of such is due to a suspension or termination of a Cloud Provider agreement as a result of the acts and omissions of Customer.

**7.4** The parties acknowledge and agree that Cloud Providers may make unilateral changes to Cloud Provider Services ("Cloud Provider Changes"). Should a Cloud Provider Change adversely affect the Cloud Services, DigitalRoute will use commercially reasonable efforts to maintain compliance with the Agreement. If DigitalRoute believes that it will incur costs, the parties must, in good faith,

discuss and agree whether to (i) adjust the requirements set out in the Agreement to enable the Cloud Provider Change to take effect without violating the Agreement, or (ii) increase the Fees to cover DigitalRoute's costs of the necessary changes to the Cloud Services.

## 8. CUSTOMER NETWORK

**8.1** Customer is responsible for maintaining the security of its internal network and the integrity of its IP addresses and protecting these from unauthorized access or misuse, including through the Internet and will have a pre-defined network security policy governing the acceptable use of its network resources.

**8.2** Customer is responsible for implementing and maintaining backups of all information, data or documents that it uses in conjunction with the Procurement Objects and accepts that DigitalRoute is not responsible or liable for any loss of such information, data or documents.

## 9. CUSTOMER DATA, ANONYMIZED DATA, AND PERSONAL DATA

**9.1** Customer represents and warrants that it has obtained and will obtain whenever required, all necessary rights, consents, authorizations, and has provided all required notices and disclosures to enable the lawful provision of Customer Data to DigitalRoute. This includes any use, access, processing, or transmission of Customer Data by DigitalRoute as necessary for the performance of its obligations under this Agreement, including any access or disclosure to third parties authorized by the Customer. Customer further warrants that such provision and use of Customer Data will not violate any applicable laws, regulations, or third-party rights.

**9.2** As between the parties, Customer owns all rights, title, and interest in and to all Customer Data and Customer has sole responsibility for the legality, reliability, integrity, accuracy, and quality of such Customer Data. Customer grants DigitalRoute a non-exclusive, royalty-free, perpetual, transferrable, and sub-licensable, and non-exclusive license to use Customer Data for the purpose of providing the Procurement Objects. DigitalRoute shall maintain the integrity of Customer Data processed as a result of the Cloud Services and grant the Customer a right to at all times access such Customer Data.

**9.3** DigitalRoute shall have the right to anonymize all data used in the Cloud Service or related system. The Customer grants to DigitalRoute a royalty-free, perpetual, non-exclusive license to retain, store, analyse, aggregate and use any anonymized Customer Data for the purposes of training, improving and developing DigitalRoute's products and services.

**9.4** The parties will comply with the DigitalRoute Data Processing Agreement (DPA) available on Infozone at <https://infozone.atlassian.net/wiki/spaces/DAZ/pages/672661544/Data+processing+agreement>, as updated from time to time by DigitalRoute and/or AWS Marketplace, which is incorporated into this Agreement, unless otherwise set out in the DPA.

## 10. PROFESSIONAL SERVICES

**10.1** Customer is responsible for all activities connected to the configuration, implementation etc. of the Cloud Managed Software that are not expressly procured by the Customer under an Order Form and further described in a SOW. If requested by Customer and agreed in an Order Form, DigitalRoute will provide Professional Services. The scope and timing of the Professional Services will be set out in the Order Form.

**10.2** Customer agrees to, at its own expense, comply with its obligations under the Agreement and to provide the relevant information and background material regarding Customer's operations, access to Customer's premises, personnel and equipment, and all other forms of assistance as specified in the Order Form or SOW, or as otherwise reasonably required by DigitalRoute for the satisfactory and timely performance of the Professional Services. The Customer must provide this in a timely manner and in accordance with the timing requirements of the project plan or other timing requirements that may be specified in the Order Form or SOW.

**10.3** DigitalRoute shall: (a) perform the Professional Services in all material respects and in accordance with the Agreement, (b) use the personnel that it deems suitable for the performance of the Professional Services and may freely replace personnel, unless otherwise agreed in the Order Form, and (c) be responsible for the management and planning of the Professional Services.

**10.4** Customer agrees that DigitalRoute will not be considered to be in breach of the Agreement if it is unable to complete any Professional Services or to otherwise fulfil

its obligations thereunder in due time if such inability is caused by Customer's failure to provide the co-operation and/or resources reasonably required by DigitalRoute in a timely manner.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Notwithstanding anything to the contrary, nothing in the Agreement, any Order Form, SOW, or otherwise between the Parties shall be construed as transferring or assigning any ownership or title to, or in, any IPR. For the avoidance of doubt, any transfers or assignments of ownership to any IPR in any Order Form or similar shall be null and void.

11.2 DigitalRoute or its licensors is and remains the exclusive owner of all right, title, and interest, including all related IPR, in and to the Procurement Objects, the Documentation, the Results, any DigitalRoute technology, and any other literary works or other works of authorship created under the Agreement, including manuals, training materials and documentation (collectively "**Works**").

11.3 Customer has no rights in or to the Works other than the right to use them in accordance with the terms of the Agreement. Customer must not act in a way which is inconsistent with or undermines DigitalRoute's (or its licensor's) right of ownership, for example by seeking to register rights in the Works in its own name or by seeking revocation of any of DigitalRoute's (or its licensor's) registered rights in the Works. Customer must carry out all acts as are desirable or necessary to give effect to this.

11.4 Customer may, at its election, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Procurement Objects or the Documentation ("**Feedback**"), provided however, that Feedback does not include any IPR of Customer or Customer's Affiliates or any Customer Data. DigitalRoute may, at its sole discretion, use and incorporate Feedback in DigitalRoute's products and services without compensation or accounting to Customer, provided that neither DigitalRoute nor its use of the Feedback identifies Customer as the source of such Feedback. Feedback is not confidential to Customer. Customer will have no obligation to provide Feedback, and all Feedback is provided by Customer "as is" and without warranty of any kind.

11.5 Subject to the terms of the Agreement and the fully payment of any Fees related to the Professional Services, DigitalRoute grants to Customer a perpetual, non-exclusive, assignable, royalty-free, fully paid up (upon payment of all fees) license to the Result.

11.6 Customer understands and agrees that DigitalRoute's know-how is used for achieving the Results and the Procurement Objects and nothing in this Agreement shall prevent DigitalRoute from using its know-how for other projects or other parties. No exclusivity to the Results, know-how, workflows, processes, procedures, models or otherwise is granted to Customer under this Agreement.

11.7 Any breach of the terms in this Section 11, or any use of the IPR in the Works outside the scope of the Agreement, may cause irreparable loss and damage to DigitalRoute and/or its licensors that owns such IPR for which monetary damages may not be an adequate remedy. In addition to any other rights and remedies otherwise available, DigitalRoute and any relevant licensor are entitled to seek equitable relief, including an injunction, in the event of such breach.

## 12. MUTUAL INDEMNIFICATION

12.1 **DigitalRoute indemnity.** DigitalRoute shall indemnify and hold Customer and its officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) finally awarded or settled in such suit arising out of or in connection with claims alleging that the Cloud Services directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party.

12.2 **Customer indemnity.** Customer shall indemnify and hold DigitalRoute, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (b) any violation by Customer of Sections 5, 11, or 13.

12.3 **Exclusions from indemnity.** Section 12.1 does not apply to, and the Customer shall indemnify DigitalRoute for (a) any claim where the alleged

infringement is the result of a modification, adaption or derivative of the Cloud Service made by Customer or a third-party which has not been authorized by DigitalRoute in advance in writing; (b) any claim where the alleged infringement results from the use of hardware, software or other materials provided by the Customer or a third party; (c) any claim where the alleged infringement is related to any third party software; (d) any claim arising from DigitalRoute's compliance with Customer's specifications, designs or instructions (in each case including any specifications provided by a third-party on behalf of Customer); and (e) any claim attributable to possession, use, development, modification or maintenance of the Cloud Service by Customer other than in accordance with the terms of the Agreement; or (g) any claims related to any infringement arising from the combination of the Cloud Services with any of Customer products, software, service, hardware or business processes. DigitalRoute has no obligations in respect of (a) to (g) of this Section 12.3.

12.4 **Procedure.** The indemnity obligations above apply only if the indemnified party: (a) promptly after becoming aware of a claim or a potential claim, provides written notice of the claim to the indemnifying party; (b) grants the indemnifying party sole and full authority to defend and settle the claim, provided that (i) any settlement is solely for a monetary payment by the indemnifying party to the indemnified party and will not, without the prior written approval of the indemnified party, (ii) the settlement does not impose any obligation or liability on the indemnified party without its prior written consent, including any determination or admission regarding the indemnified party's interest, (iii) the indemnifying party may not settle or defend any claim unless the settlement unconditionally releases the indemnified party from all liability and such settlement does not adversely affect the indemnified party's business; (c) provides the indemnifying party with all available information and assistance to the indemnifying party, at the indemnifying party's request and expense; and (d) has not, without the indemnifying party's prior written consent, made any admission that could prejudice the defense, nor taken any action regarding such claim, nor compromised or settled such claim.

12.5 In DigitalRoute's defence or settlement of a claim, DigitalRoute may, at its sole discretion: (a) obtain for Customer the right to continue using the infringing part of the Cloud Service; or (b) replace or modify the infringing part of the Cloud Service so that it becomes non-infringing, while substantially performing in the same manner. Customer agrees that if such remedies are not reasonably available, DigitalRoute may terminate the Agreement and refund any unearned parts of fees paid in advance by Customer for the Cloud Service.

12.6 THIS SECTION 12 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.

## 13. EXPORT CONTROL AND ANTI-CORRUPTION

13.1 **Export Control.** The supply of any Procurement Object subject to export control is contingent upon DigitalRoute obtaining all necessary export Permits from relevant authorities in the country of supply.

Customer is solely responsible for obtaining and maintaining all necessary import Permits from the competent authorities in the countries of delivery or use. DigitalRoute shall provide the Customer with reasonable assistance, including technical information—particularly relating to the encryption capabilities of the Procurement Objects—to support the Customer's compliance with such requirements.

Customer undertakes not to export or re-export any Procurement Object in violation of applicable Trade Control Rules, including without limitation the Trade Control Rules of the countries of export, re-export, and import. Customer shall not, directly or indirectly, export or re-export any Procurement Object without first obtaining all required Permits from the competent authorities in accordance with the applicable Trade Control Rules and the prior written consent of DigitalRoute and, if relevant, the Swedish Inspectorate of Strategic Products (*Sw: Inspektionen för strategiska produkter*). Customer further agrees not to export or re-export any Procurement Object to any country, end-user, or for any end-use that is prohibited under applicable Trade Control Rules, unless explicitly authorized by the relevant authorities. This includes, but is not limited to, any export or re-export of dual-use Procurement Objects from the EU, which shall require the Customer to obtain all necessary EU export authorizations in advance.

Customer shall, upon request by DigitalRoute, provide a duly signed End-User Statement in the form provided by DigitalRoute. Without limiting the foregoing, if DigitalRoute determines that the Customer's location, ownership, end-use, or any

other relevant factor may require export control compliance, Customer shall provide such End-User Statement upon execution of the applicable Order Form or at any later time upon request. No supply, delivery, or access to any Procurement Object shall occur unless and until DigitalRoute has received a duly signed End-User Statement in accordance with this clause.

If the Customer re-exports any Procurement Object to a third party in accordance with the obligations set forth above, the Customer shall, prior to such re-export, obtain a duly signed End-User Statement from the ultimate end-user. Customer shall retain a copy of the End-User's statement and provide it to DigitalRoute immediately upon the Customer's receipt thereof.

Customer expressly certifies and warrants that the Procurement Objects and any related items shall not be used for any purpose associated with the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of chemical, biological, or nuclear weapons, or for the development of missiles capable of delivering such weapons. Customer acknowledges that compliance with the foregoing obligations constitutes a material condition of the relevant order. Any breach of this clause shall be deemed a material breach, entitling DigitalRoute to suspend further deliveries, terminate the Agreement, and pursue any other remedies available under law or equity.

Customer shall indemnify, defend, and hold harmless DigitalRoute, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) the Customer's breach of this Section 13; (b) any unauthorized export, re-export, transfer, or use of the Procurement Objects or Cloud Services in violation of applicable export control laws or regulations, including any use associated with weapons of mass destruction or missile technology; or (c) any investigation, enforcement action, or penalty imposed by a governmental authority due to the Customer's non-compliance with applicable Trade Control Rules. This indemnification obligation shall survive the expiration or termination of the Agreement.

**13.2 Anti-Corruption Provisions.** Each party will not make any payments, gifts or offers, directly or indirectly, to any government agent or official, political candidate or political party or make any other political contributions. Each party agrees that providing any gifts or gratuities under the Agreement is prohibited.

**13.3 Statement of Compliance.** Each party agrees to fully cooperate with any inquiries related to anti-corruption, anti-bribery or export control; and promptly complete, sign and return any necessary documents related to compliance with this Section 13 requested by the other party. Neither party has any knowledge of any ongoing or impending investigation, and no charges or claims are pending against itself, relating to anti-corruption, anti-bribery, export control or tariff laws, statutes or regulations, and neither party is aware of any acts of such party (past or present) that could give rise to claims of violation of any anti-corruption, anti-bribery, export control or tariff laws, statutes or regulations.

## 14. FEES, CHARGES AND PAYMENT TERMS

**14.1** Customer must pay the Fees set out in the Order Form in accordance with the terms and conditions set out in the Agreement.

**14.2** 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. For all other purchases made directly from DigitalRoute, Customer shall pay the Fees set out in the applicable Order Form in accordance with the terms of this Agreement.

**14.3** Unless otherwise expressly agreed in the applicable Order Form, all payment obligations are non-cancellable and all fees are non-refundable. Invoices issued by DigitalRoute are due and payable in full in the currency set out in the Order Form no later than thirty (30) days from the date of invoice. Customer is not entitled to refuse or delay payment due to the absence of a purchase order number. For AWS Marketplace purchases, payment terms and currency are governed by AWS's applicable terms and conditions.

**14.4 Subscription Fee.** Unless otherwise set out in the Order Form, for direct sales, DigitalRoute will invoice the first subscription fee upon execution of the Agreement. Subsequent subscription fees will be invoiced annually in advance. Customer's obligation to pay the annual subscription fee applies regardless of

whether the Subscription is being actively used or not. For AWS Marketplace subscriptions, billing and payment terms are governed by AWS's applicable terms and conditions and may follow monthly, usage-based, or otherwise as specified in the AWS Marketplace listing.

**14.5 Professional Services.** Unless otherwise set out in an Order Form, Professional Services will be charged on a time-and-materials basis monthly in arrears in accordance with DigitalRoute's then-current standard price list, with expenses charged in addition. Any estimated total amount provided in an Order Form is for budgeting purposes only, and the final fees may be higher or lower. For AWS Marketplace, payment terms for Professional Services are governed by AWS's applicable terms and conditions.

**14.6 Costs.** Customer must reimburse DigitalRoute for reasonable and verified expenses and costs incurred in connection with Professional Services. Customer is responsible for all third-party costs and other additional charges outside the scope of the Professional Services. For AWS Marketplace, payment terms for costs are governed by AWS's applicable terms and conditions.

**14.7 Taxes, etc.** All Fees set out in an Order Form are exclusive of all value added tax, sales, use and any other similar or equivalent taxes, levies, or duties imposed by tax authorities. Customer is responsible for payment of all such taxes, levies, or duties. If Customer is required to withhold a certain amount (withholding tax) from any Fees to DigitalRoute, Customer must gross up the payment so that DigitalRoute receives the full fee amount. The Parties will cooperate in good faith to recover withheld sums, which will be refunded to Customer if successfully recovered. For AWS Marketplace purchases, taxes are applied and processed by AWS per their terms.

**14.8 Fee adjustments.** All Fees are subject to annual price adjustments on each anniversary of the Service Commencement Date ("**Annual Adjustment Date**"). The price adjustment will increase the Fees by the percentage change in the Harmonized Indices of Consumer Prices for all EU countries (HICP) for the 12-month period ending on the last day of the month falling three (3) clear months prior to the month in which the applicable Annual Adjustment Date occurs [for example if the Annual Adjustment Date is in July the 12 month period shall be measured as to 31<sup>st</sup> March].

If a third-party supplier (including software vendors) increase their fees to DigitalRoute, DigitalRoute may pass through such increases with thirty (30) days' notice and supporting documentation.

**14.9 Disputed invoices.** For purchases invoiced directly by DigitalRoute, any dispute in relation to an invoice must be made in good faith and Customer must notify DigitalRoute in writing of any invoice disputes within fifteen (15) days of the invoice date and specify and explain the reason for disputing the invoice. Such dispute and claim will not affect DigitalRoute's right to payment of undisputed amounts or the relevant parties' obligations to perform under the Agreement. DigitalRoute's invoice will be deemed valid and undisputed if Customer fails to provide DigitalRoute with a timely notification as set out above. AWS Marketplace purchases must be addressed pursuant to AWS's dispute resolution process.

**14.10 Late payment and Remedies.** Customer shall not withhold, offset, or make deductions from any payment due under this Agreement. Overdue payments will accrue interest at the higher of (i) 3-month Euribor plus 4% or (ii) the maximum rate permitted by law. If amounts remain unpaid for more than thirty (30) days, DigitalRoute may, without limiting its other rights and remedies (a) suspend its performance and Customer's access to the Procurement Objects until full payment, including interest, is received; (b) initiate legal action to enforce payment or recover damages; (c) terminate the Agreement. Customer is responsible for reasonable costs and attorney fees incurred in the collection process. Suspension does not constitute termination by DigitalRoute nor entitle Customer to damages or compensation. This clause does not apply to AWS Marketplace transactions.

**14.11 Termination of AWS Marketplace Billing Relationship.** 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.

## 15. REPRESENTATIONS AND WARRANTIES

15.1 **Mutual warranties.** Each party represents and warrants that (i) it has the legal power and authority to enter into and perform this Agreement, (ii) the person(s) signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement, (iii) 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 this Agreement.

15.2 **DigitalRoute.** DigitalRoute represents and warrants that the Procurement Objects will be provided and performed using all reasonable skill and care and in accordance with good industry practice.

15.3 **Customer.** Customer represents and warrants that Customer has not falsely identified itself nor provided any false information to gain access to the Procurement Objects and that Customer's billing information is correct.

## 16. WARRANTY EXCLUSION / DISCLAIMER

16.1 Customer acknowledges that the Procurement Objects and Documentation are provided "as is," without warranties of any kind. To the fullest extent permitted by law, DigitalRoute disclaims all express, implied, and statutory warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment and compatibility with third-party systems, except as expressly stated in the Documentation.

16.2 DigitalRoute does not warrant that the Procurement Objects or Documentation will be error-free, meet Customer's requirements, or function without interruption or in combination with non-DigitalRoute systems. Customer is solely responsible for selecting and using the Procurement Objects and Documentation, including securing any necessary internet connection.

16.3 Customer assumes full responsibility for outcomes resulting from its use of the Procurement Objects and Documentation. DigitalRoute shall not be liable for any errors, omissions, or actions taken based on information generated by or provided through the Procurement Objects or Documentation, or for any use thereof. DigitalRoute has no responsibility for the accuracy of outputs or any loss or damage arising from use, including reliance on instructions, scripts, or other content provided by Customer.

## 17. LIABILITY AND LIMITATION OF LIABILITY

17.1 Each Party shall compensate the other Party for any damages caused by a breach of the Agreement, subject to the limitation in this Section 17 or as otherwise set out in the Agreement.

17.2 Neither Party, or its respective Affiliates, 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.

17.3 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 (i) the total subscription Fee paid or payable by Customer to DigitalRoute under the Agreement during the last twelve (12) months immediately preceding the date on which the cause of action arose, and (ii) EUR 500,000.

17.4 The limitations set forth in Section 17.3 do not apply to (i) any unauthorised use of the Cloud Services or infringement of the other party's IPR, (ii) Customer's indemnity obligations under the Agreement, (iii) death or personal injury, or (iv) breach of confidentiality, or (v) any other liability that cannot be excluded by law.

17.5 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 three (3) months of becoming aware of the event giving rise to such claim, and in any event no later than twelve (12) months from the date on which the event giving rise to such claim occurred.

17.6 Any party claiming under any indemnity must use reasonable endeavours to mitigate its costs, expenses, losses, damages, and liabilities.

17.7 The parties acknowledge and agree and that the remedies provided herein are exclusive and allocate risk of non-conformity of the Procurement Objects between the parties to the extent authorised by applicable law. The Fees set forth in any Agreement and the limitations of liability set forth in this Section 17, stand as and reflect an equitable and sensible apportionment and allocation of risk, taking into careful consideration the potential risks and damages that may arise in the event of a breach of contract by either party. In reaching this understanding, both parties acknowledge the complex nature of their contractual relationship and the inherent uncertainties that accompany business dealings.

## 18. CONFIDENTIALITY

18.1 During the term of the Agreement and for a period of five (5) years thereafter, each party must (a) treat the other party's Confidential Information as secret and confidential; (b) not use or disclose any of the other party's Confidential Information for any purpose other than in connection with this Agreement; (c) handle, preserve and protect the other party's Confidential Information using at least the same degree of care as it affords its own Confidential Information; (d) permit access to the other party's Confidential Information only to those of its employees, affiliates, representatives, consultants, or subcontractors as reasonably and necessarily require access to the same in connection with the Agreement, such disclosures must be made under similar conditions of confidentiality as set out in this Agreement; and (e) immediately notify the other party in writing where any unauthorized access, use or disclosure of any of the other party's Confidential Information has taken place or may take place, and take such steps as the other party may reasonably require in relation to the same.

18.2 The obligations in Section 18.1 do not apply in relation to: (a) information which is or becomes public knowledge other than as a result of a breach of Section 18.1; (b) information which a party either knew prior to the other party's first disclosure of it or received from a third party entitled to disclose the same; (c) information which either party is required to disclose by law or the rules of any stock exchange on which the shares or other securities of either party or its Affiliates are listed, any court of competent jurisdiction, any government entity lawfully requesting the same; or (d) information to the extent required to enable the party's legal advisors, accountants, auditors, tax advisors, or third-party suppliers to provide the legal work, accounting, tax advice, or systems work necessary for the party to use, enjoy, or perform the Agreement.

18.3 If a party becomes required, in circumstances contemplated by Section 18.2(c) above to disclose any information, such party must, to the extent permitted by law, provide the other party with prompt written notice of such circumstances so that the other party may seek (with the co-operation and reasonable efforts of the party making the disclosure) a protective order, confidential treatment or other appropriate remedy. The disclosing party must consult with the other party before making any proposed disclosure and may only provide the information that is legally required. The disclosing party must also make reasonable efforts to obtain reliable assurance that the disclosed information will be treated confidentially.

## 19. TERM AND TERMINATION

19.1 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 three (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 twelve (12) months (each such successive period a "Renewal Term") unless terminated by either Party in writing no later than six (6) months prior to the expiration of the Initial Term or the current Renewal Term, as applicable. Initial Term and Renewal Term are hereinafter jointly referred to as the "Agreement Term".

19.2 Either party may terminate the Agreement, as applicable, in whole or in part, for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and any such petition is not dismissed within ninety (90) days.

19.3 Either party may terminate the Agreement (in whole or in part) without fault or liability in case the use or delivery of the Procurement Objects is prohibited under governments, embargo, or export control rules and regulations.

19.4 On the expiry or termination of the Agreement (howsoever and by whosoever occasioned):

- (a) Customer shall immediately cease all usage of the terminated the Procurement Objects and Documentation;
- (b) any and all licenses and use rights granted by DigitalRoute under such Agreement are immediately revoked;
- (c) Customer shall immediately at DigitalRoute's instructions destroy or resend all copies of installation products and backup copies of any received material in relation to the terminated Procurement Objects and Documentation. Upon DigitalRoute's request, Customer shall verify in writing that it has no copies thereof in its possession.

19.5 Expiry or termination of the Agreement does not release a party from any liability which at the time of such expiry or termination has already accrued to such party or which may accrue thereafter in respect of any act or omission prior to expiry or termination. Obligations and provisions which are expressed to, or by their nature and context are intended to, survive such termination survive the expiry or termination of the Agreement.

19.6 If the Agreement is terminated by DigitalRoute pursuant to Section 19.1, Customer is required to immediately pay DigitalRoute all Fees owed and all Fees that would have accrued during the remainder of the Agreement Term, as if the Agreement would have ended at the expiration of the current Agreement Term. DigitalRoute is, however, not obliged to continue to deliver the Procurement Objects, to Customer after the Agreement has been expired or terminated.

19.7 The rights and obligations of the Parties which by their nature must survive termination or expiration of this Agreement to achieve its fundamental purposes shall survive any termination or expiration of the Agreement.

19.8 Upon Customer's written request following the termination of this Agreement, DigitalRoute shall, within ninety (90) days of the request, make available to Customer a file of Customer Data. The service will be provided by DigitalRoute on a time a material basis in accordance with then current price list for professional services. DigitalRoute may, at its sole discretion, extend this period if deemed necessary.

## 20. MISCELLANEOUS

20.1 **Subcontractors.** DigitalRoute is entitled at its discretion to use qualified sub-contractors in its performance of its obligations under the Agreement. DigitalRoute is responsible for work performed by sub-contractors and is entitled to compensation therefore as though the work had been performed by DigitalRoute. DigitalRoute shall not engage any sub-contractors who are not qualified to carry out the sub-contract works.

20.2 **No work for hire.** For the avoidance of doubt, the Parties agree that no part of this Agreement or any Services provided hereunder shall be considered "work for hire" pursuant to 17 U.S.C. Section 201(b) or similar under any legal doctrine.

20.3 **Force majeure.** Neither party shall be responsible for any delay or failure in performance of any part of the Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, recall of permits, sanctions and other restrictive measures, civil or military authority, pandemic, endemic, act of God, act or omission of carriers, or other similar causes beyond its control. If any such an event of force majeure occurs and such event continues for ninety (90) days or more, or is expected to continue for more than ninety (90) days or more, each party may elect to terminate this Agreement without any liability towards the other party. This provision does not relieve either party of its obligation to make payments due.

20.4 **Notices.** All notices required or permitted under the Agreement shall be given in writing to a party's address as specified, in respect of Customer, in an Order Form and, in respect of DigitalRoute, in Section 21, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section. A notice will be effective upon receipt and will be deemed to have been received by the receiving party: (a) if delivered by registered or certified mail, unless actually received earlier, on the fifth (5<sup>th</sup>) Business Day after posting; (b) if delivered by hand or courier, upon delivery; or (c) on the day of despatch if sent by electronic transmission, provided that the receipt has been confirmed by the receiver or can be proven by the sender.

20.5 **Amendments.** Unless expressly stated otherwise in the Agreement, all changes and amendments to the Agreement shall be in writing and signed by both Parties.

20.6 **Assignment.** No Party may assign or transfer, by operation of law or otherwise (including, without limitation, the case of merger, demerger, corporate restructuring or any other reorganization), any of its rights under this Agreement or delegate any of its duties under this Agreement to any third party without the other party's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and assignors.

20.7 **Invalid terms.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the validity and enforceability of the remainder of the Agreement will not be affected. The parties must replace such invalid or unenforceable provision, in so far as possible according to the intent and spirit of the Agreement with new provisions having commercial effect as close as possible to the invalid or unenforceable provision.

20.8 **No third-party beneficiaries.** Except as otherwise specifically provided herein, this Agreement shall inure to the benefit of DigitalRoute and Customer only, and no third party shall enjoy the benefits of this Agreement or shall have any rights hereunder.

20.9 **No partnership, etc.** No joint venture, partnership, employment, or agency relationship exists between Customer and DigitalRoute as a result of this Agreement.

20.10 **Trademarks.** A party's right to utilize the other party's trademarks for marketing purposes is regulated in Marketing Policy available on InfoZone, unless otherwise agreed in an Order Form.

20.11 **No waiver.** The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing.

20.12 **Purchase Order Terms.** Customer acknowledges and expressly agrees that any terms, conditions, or other language—whether pre-printed, attached, or referenced—in any purchase order, invoice, or other documentation provided by Customer shall be null and void, and shall have no force or effect with respect to this Agreement. Such terms shall not be deemed incorporated into, nor shall they modify, supplement, or amend, in any way, the terms and conditions of this Agreement, regardless of any statement to the contrary contained therein or the acceptance of such documents by DigitalRoute.

20.13 **Entire agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof and supersedes all previous communications, representations and arrangements, written or oral, relating to such subject matter. Customer acknowledges that it has placed no reliance on any representation made but not embodied in this Agreement.

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

If Customer is domiciled in:	Then, "DigitalRoute" shall mean:	Then, notices to DigitalRoute should be sent to:	Then, governing law shall be (without recourse to any conflict of laws doctrine):	Then, the dispute resolution procedure shall be:
<b>The United States of America</b>	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.
<b>Sweden</b>	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.
<b>United Kingdom and Republic of Ireland</b>	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 this Agreement and waives any objection to proceedings in such courts on the forum non conveniences grounds.
<b>Japan, Singapore, Malaysia, South Korea, Indonesia or Myanmar</b>	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 Singapore	Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in Singapore in accordance with the UNCITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Singapore International Arbitration Centre ("SIAC") in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of SIAC Court of Arbitration. The number of arbitrators shall be three (3). The language to be used in the arbitral proceedings shall be English.
<b>Rest of the World</b>	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 Switzerland	All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Language of the arbitration shall be English. The seat of the arbitration shall be Geneva, Switzerland.

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.