

# ENTERPRISE SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT USAGE ENGINE PRIVATE EDITION

The terms and conditions contained herein regulates the grant by DigitalRoute of its provision of Usage Engine Private Edition and associated implementation, support and maintenance services to Customer, and has been concluded via AWS Marketplace. Deviations from these terms and conditions are only valid and enforceable if in writing and executed by both Parties.

## 1. INTRODUCTION

This Software Subscription and Services Agreement for "Usage Engine Private Edition" is entered into on the Effective Date by and between the entity within the DigitalRoute corporate group as identified in Section 22 ("DigitalRoute") and the customer identified on the Order Form ("Customer"); each a "Party" and together the "Parties".

## 2. AGREEMENT

2.1 The Agreement consists of the following Agreement documents:

- a) terms and conditions contained in this document;
- b) Service Level Agreement;
- c) Order Form;
- d) Software Descriptions;
- e) Support Service Descriptions (if other than Service Level Agreement);
- f) Statement of Work; and
- g) other documents specified in an Order Form.

2.2 The terms and conditions in this document shall control in the event of any conflict with any Agreement document, and such conflict shall be resolved in the following order of precedence: the order specified in Section 2.1, where point a) shall prevail over point b), and point b) shall prevail over point c) etc., and lastly documents under point g) which, among such documents, shall prevail in the order specified in the Order Form. The terms of any Order Form, Statement of Work and other document under this Agreement shall supplement and not replace or amend the terms and conditions herein, unless such replacement or amendment is provided for in these terms and conditions.

2.3 This Agreement is binding in itself and does not require any purchase orders or other similar written confirmations to be binding upon the full execution of this Agreement.

## 3. DEFINITIONS

All capitalized terms in this Agreement not defined in this section shall have the meanings set forth in the Sections or documents of this Agreement in which they are defined.

**"Acceptance Date"** means the earliest date of (a) the date when Customer accepts the Result of the Implementation Services, (b) the date when the Result is put into production or commercially used, or (c) thirty (30) days after delivery unless Customer can reasonably show there are material defects to the Result.

**"Agreement"** means the agreement documents referred to in Section 2.1.

**"Agreement Term"** means as defined in Section 19.

**"Applicable Currency"** means the currency indicated in Section 22.

**"Business Activity"** means Customer's internal business purposes and activities at the Effective Date as set forth in the Order Form.

**"Content"** means any audio and visual information, documents, software, products, services and other Intellectual Property Rights contained in or made available via Services, or as otherwise is provided by DigitalRoute

to Customer, other than Customer Data and Customer's Confidential Information.

**"Confidential Information"** means information as defined in Section 18.1.

**"Customer Data"** means any data, information or material owned by Customer and exposed to DigitalRoute in connection with Services.

**"Effective Date"** means the date when this Agreement is duly executed by both Parties, as specified in the first Order Form executed between the Parties.

**"InfoZone"** means DigitalRoute's online customer portal accessible at <https://infozone.digitalroute.com> that includes feature and functionality descriptions of Software and Services and other information relating to Software and Services, which descriptions are incorporated by reference into and made part of the Agreement.

**"Initial Term"** means as defined in Section 19.

**"Implementation Services"** means the implementation services specified in a Statement of Work.

**"Intellectual Property Rights"** means any unpatented inventions, patent applications, patents, design rights, copyrights, proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, 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 anywhere in the world.

**"Order Form"** means the form or other written document evidencing the subscription for Software and/or Services and, among other things, the number of licenses, ordered Services, applicable fees, billing period, and other charges as agreed to between the Parties. Each Order Form shall be numbered in chronological order, where Order Form with number one (1) shall be the first Order Form under this Agreement. Each Order Form is incorporated by reference into and made part of the Agreement.

**"Renewal Term"** means as defined in Section 19.

**"Result"** means the result of the Implementation Service as expressly defined in the Statement of Work.

**"Services"** means Support Services, the Implementation Services, InfoZone and other services provided by DigitalRoute to Customer under this Agreement, as applicable.

**"Software"** means Usage Engine Private Edition, provided solely in object code executable form, as ordered by Customer in an Order Form and as described from time to time on InfoZone (such descriptions are referred to as **"Software Descriptions"**) and any future Updates (as determined by DigitalRoute), including all related Content.

**"Statement of Work"** (SoW) means the specification of Implementation Services for a specific implementation project. Each Statement of Work is incorporated by reference into and made part of the Agreement.

**"Support Services"** means the support and maintenance services, including service level agreement, ordered by Customer in an Order Form and as described from time to time on InfoZone (such descriptions are generally referred to as **"Support Service Descriptions"** and the agreed service level agreement is specifically referred to as **"Service Level Agreement"**).

**"Territory"** means the territory specified in an Order Form.

"Update" means any new version of Software, including major and minor releases, new functionality, error corrections, patches etc.

## 4. SOFTWARE LICENSES AND USE RIGHTS

4.1 Subject to the terms and conditions in this Agreement, and to the extent ordered in an Order Form, DigitalRoute hereby grants to Customer during the Agreement Term a non-exclusive, non-transferable, non-assignable, non-licensable license to install and use Software and the result of the associated Support Services solely for the Business Activity within Customer's Territory.

4.2 All rights not expressly granted to Customer are reserved by DigitalRoute and its licensors. Nothing in this Agreement shall prohibit DigitalRoute in any manner from using, developing, marketing, licensing, or otherwise disposing of Software, or Content or concepts embodied therein anywhere in the world; nor shall anything herein be construed to grant to Customer any rights in or to any other present or future software or cloud services whether or not similar to the subject matter of this Agreement.

## 5. LIMITATIONS OF LICENSES AND USE RIGHTS

5.1 Subject to mandatory applicable law, Customer shall not:

- a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third-party Software; or
- b) modify or make derivative works based upon Software; or
- c) provide Software as a cloud service, service bureau or outsourcing service; or
- d) create Internet "links" to Software or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or
- e) interfere with or disrupt the integrity or performance of Software or the data contained therein; or
- f) attempt to gain unauthorized access to Services or its related systems or networks; or
- g) reverse engineer or access Software in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of Software, or copy any ideas, features, functions or graphics of Software.

5.2 Customer may possess only the number of copies of Software and Content as needed to fully benefit from this Agreement and may use such copies only in direct accordance with this Agreement and the Order Form.

5.3 Customer undertakes not to provide or make Software or Content or any portions or aspects thereof (including any methods or concepts utilized therein) available to any person except to employees or consultants of Customer on a "need to know" basis. Customer shall remain fully responsible and liable to DigitalRoute for any such use by its employees and consultants.

5.4 Customer may not install or use Software if Customer is a direct competitor of DigitalRoute, unless DigitalRoute has given its prior written consent thereto.

## 6. SOFTWARE DELIVERY AND SUPPORT

### 6.1 Provision of Software

DigitalRoute shall provide Software as ordered in an Order Form to Customer, in all material respects, in accordance with Software Descriptions and the Order Form.

### 6.2 Customer obligations

6.2.1 Customer shall be solely responsible for acquiring and maintaining all hardware and associated operating software and all third-party software, except to the extent, if any, provided for in Software Descriptions.

6.2.2 Customer shall permit DigitalRoute to, solely through an independent third party bound by a non-disclosure agreement ("Auditor")

monitor Customer's use of Software at all reasonable times during normal business hours. The Auditor shall send a notification five (5) business days before visiting any Customer premises. Auditor's cost shall be borne by DigitalRoute unless the Auditor finds a material breach of this Agreement.

### 6.3 Support and maintenance

6.3.1 During the Agreement Term, DigitalRoute shall keep available the latest released version of Software electronically for Customer. DigitalRoute is not obligated to install any Updates for Customer or support installation of any Updates. If Customer requires assistance with Updates, Customer may order such assistance as an Implementation Service.

6.3.2 DigitalRoute shall perform Support Services, in all material respects, in accordance with Support Service Descriptions for Software (including Service Level Agreement). However, DigitalRoute shall have no obligation to provide Support Services unless Customer, as of the date of Support Service request, has installed an Update not older than 24 months. If a Support Service request can be solved by installing an Update, Customer is obligated to install such Update.

6.3.3 Customer shall in full comply with the obligations stated in this Agreement for DigitalRoute to be able to supply Support Services for Software to Customer.

6.3.4 Customer shall at its own expense:

- a) at all times undertake the recommended maintenance of Software and seek to solely remedy faults and resolve problems which, in DigitalRoute's reasonable opinion, can be remedied or resolved by Customer without expert assistance from DigitalRoute; and
- b) ensure that its maintenance personnel is sufficient in number and have been adequately trained, including those in contact with DigitalRoute, and is competent to carry out Customer's obligations stipulated in this Agreement; and
- c) provide DigitalRoute with remote, electronic, terminal access to each operating platform on which Software is installed; and
- d) maintain an electronic security backup of Software and Customer's specific configurations and data; and
- e) keep Software upgraded in accordance with the Agreement. As a guidance for the time indication, please see DigitalRoute's current release plan on InfoZone; and
- f) ensure that all reasonable efforts are made to determine the source of a problem prior to reporting problems to DigitalRoute, and when reporting a problem provide all information reasonably requested by DigitalRoute, and co-operate with DigitalRoute to establish agreed prioritization levels; and
- g) provide DigitalRoute with all data and information, reasonably requested and required to carry out Support Services.

## 7. THIRD PARTY COMPONENTS

DigitalRoute's liability for third-party components in Software is limited to the terms and conditions received by the third-party component supplier. A current list of the third-party components is available upon request.

## 8. IMPLEMENTATION SERVICES

### 8.1 License to Result of Implementation Services

DigitalRoute grants to Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free, fully paid up (upon payment of all fees) license to the Result of the Implementation Services.

### 8.2 Scope and performance of Implementation Services

8.2.1 All Implementation Services to be provided under this Agreement shall be ordered in an Order Form and specified in a Statement of Work attached to such Order Form.

8.2.2 The terms and conditions in this Agreement shall apply in full to any Statement or Work and Order Form. For the avoidance of doubt, in case of any inconsistency between the terms and conditions herein and any Statement of Work and Order Form, these terms and conditions shall prevail.

8.2.3 It is understood between the Parties that the Implementation Services may be modified by mutual agreement in writing between the Parties, in which case the relevant Statement of Work shall be amended to reflect the nature, scope and commercial impact of such amendments.

## 8.3 Performance

8.3.1 DigitalRoute shall perform the Implementations Services, in all material respects, in accordance with the provisions of this Agreement, the Statement of Work and the Order Form.

8.3.2 DigitalRoute shall use the personnel deemed suited by DigitalRoute for the performance of the Implementation Services and may freely replace personnel, unless otherwise agreed in the Statement of Work.

8.3.3 DigitalRoute is responsible for the management, planning of details and the performance of the Implementation Services in accordance with the relevant Order and Statement of Work.

8.3.4 DigitalRoute is entitled at its discretion to use qualified sub-contractors who shall be bound by terms and conditions substantially similar to those in this Agreement, including but not limited to confidentiality and data protection provisions set out herein. Upon Customer's request, DigitalRoute shall inform Customer of sub-contractors that DigitalRoute intends to use and DigitalRoute shall remove any sub-contractor who Customer reasonably deems inadequately qualified to provide the Implementation Services under this Agreement. DigitalRoute is fully 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.

## 8.4 Customer's obligations

8.4.1 In order for DigitalRoute to deliver the Implementation Services, Customer shall comply with the obligations under this Section 8, the Statement of Work and the Order Form.

8.4.2 Customer shall at its own expense provide DigitalRoute with:

- a) all data and information required to carry out the Implementation Services; and
- b) reasonable access to Customer premises and/or remote access to Customer's technical environment and such equipment required to carry out the Implementation Services, as specified in the Statement of Work; and
- c) personnel, to the extent stated in the relevant Statement of Work and/or the Order Form.

## 8.5 Delivery of Implementation Services and delays

8.5.1 The Parties shall agree in a Statement of Work upon a time schedule for delivery of the Implementation Services and, if relevant, milestones for such delivery.

8.5.2 If DigitalRoute is prevented from providing the Implementation Services due to circumstances for which DigitalRoute or its sub-contractor is not responsible, then the aforesaid time schedule and milestones shall be adjusted accordingly. A Party shall immediately notify the other as soon as it obtains knowledge of a circumstance which may materially affect the time schedule and milestones.

8.5.3 If and to the extent that DigitalRoute does not meet a milestone that is expressly connected to liquidated damages (as specified in the Statement of Work), and considering any adjustments under Section 8.5.2, and where the delay is due to circumstances for which DigitalRoute is solely responsible, DigitalRoute shall pay to Customer liquidated damages of one (1) percent of the total fees for the Implementation Services under the relevant Statement of Work per week in delay, with a maximum of twenty (20) percent of such fees.

8.5.4 The aforesaid liquidated damages shall be the sole, full and exclusive remedy and compensation to be received by Customer for any delay in performing the Implementation Services or part thereof.

8.5.5 Customer shall have forfeited his right to liquidated damages if Customer does not lodge a claim for such liquidated damages within three (3) months after the Acceptance Date.

8.5.6 If Customer is entitled to maximum liquidated damages pursuant to Section 8.5.3 and if DigitalRoute has not completed the Implementation Services within sixty (60) days thereafter, Customer shall have the right to terminate the Agreement and receive a refund of all fees paid by Customer to DigitalRoute under the relevant Statement of Work.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Notwithstanding anything to the contrary, nothing in this Agreement, or otherwise between the Parties, shall be construed as transferring or assigning any ownership or title to, or in, any Intellectual Property Rights. Any transfers or assignments of ownership to any Intellectual Property Rights in any Order Form or Statement of Work shall be null and void.

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

9.3 Notwithstanding anything to the contrary, and for the sake of clarity, Customer shall have no right to the source code of Software. If Customer obtains the source code, Customer must immediately notify DigitalRoute and destroy any and all copies of the source code in its possession.

## 10. MUTUAL INDEMNIFICATION

10.1 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 its obligations under Sections 5, 11 or 13.

10.2 DigitalRoute shall indemnify and hold Customer and Customer'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 claims alleging that Software directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party.

10.3 Notwithstanding the above, DigitalRoute shall have no indemnification obligation, and Customer shall indemnify DigitalRoute pursuant to this Agreement, for claims related to any infringement arising from the combination of Software and/or other Services with any of Customer products, software, service, hardware or business processes.

10.4 The indemnity obligations above shall only apply provided that the Party to be indemnified: (a) promptly after becoming aware of a claim or a potential claim, provides written notice of the claim to the indemnifying Party; (b) gives the indemnifying Party sole control of the defense and settlement of the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the other Party of all liability and such settlement does not affect the other Party's business); (c) provides to the indemnifying Party all available information and assistance; and (d) has not compromised or settled such claim.

## 11. COMPLIANCE AND EXPORT CONTROL

11.1 Trade Compliance. DigitalRoute is familiar, compliant, and shall at all times remain compliant with, all applicable export control and tariff laws including, without limitation, the U.S. Export Administration Regulations ("EAR"), the U.S. International Traffic in Arms Regulations ("ITAR"), the European Union export control system, the Regulation (EC) No 2021/821 and the UK Strategic Export Control.

11.2 Export Control. Delivery of Software is subject to DigitalRoute obtaining the necessary export licenses. It is the responsibility of Customer to obtain the necessary import licenses. Customer undertakes not to export or re-export, directly or indirectly, Software. Customer agrees to only use

Software for civil end-use, and not for military, police and security forces applications. Notwithstanding anything to the contrary, in the event of breach by Customer of any of the provisions of this Section, Customer shall indemnify and hold DigitalRoute harmless against and in respect of any and all damages, losses, costs or expenses suffered by DigitalRoute as a result of such breach, without limitation of liability. If such export licenses are not granted or revoked, DigitalRoute has the right to terminate this Agreement immediately by notice without any liability towards Customer.

11.3 **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 this Agreement is prohibited.

11.4 **Statement of Compliance.** DigitalRoute 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 11 requested by Customer. DigitalRoute has no knowledge of any ongoing or impending investigation, and no charges or claims are pending against DigitalRoute, relating to anti-corruption, anti-bribery, export control or tariff laws, statutes or regulations, and DigitalRoute is not aware of any acts of DigitalRoute (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.

## 12. FEES, CHARGES AND PAYMENT TERMS

12.1 Customer shall pay to DigitalRoute all fees and charges specified in an Order Form, in accordance with any terms stated in such Order Form. The currency shall be USD, unless otherwise agreed in an Order Form.

12.2 If not separately agreed between the Parties in an Order Form, all invoices under this Agreement are due with thirty (30) days net payment term.

12.3 All payment obligations are non-cancellable, and all amounts paid are non-refundable. Customer is responsible for paying for the entire Agreement Term, whether or not Software or other Services are actively used.

12.4 Customer must provide DigitalRoute with valid billing information and approved purchase order information.

12.5 DigitalRoute's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on DigitalRoute's income. If Customer is required to withhold a certain amount (withholding tax), Customer shall gross up the invoiced amount to keep DigitalRoute harmless, unless otherwise agreed in the Order Form.

12.6 In the event Customer under the present or future laws of its country of incorporation is obliged to deduct from payments to DigitalRoute any amount by reason of any tax or duties levied on Customer, then Customer shall increase and gross up all payments to DigitalRoute with an amount sufficient in order to cover any deductions, so as to hold DigitalRoute harmless.

12.7 After the expiry of the Initial Term, and unless otherwise agreed in an Order Form, DigitalRoute may annually increase the fees specified in the Order Form(s) and any other fee under this Agreement. Fee adjustments shall be reasonable taking into account changes in the Labour Cost Index (LCI) for the relevant industry from Statistics Sweden, market fluctuations, currency variations and/or general increase in costs caused by external factors.

12.8 If Customer in good faith believes its bill is incorrect, Customer must contact DigitalRoute in writing within fifteen (15) days of the invoice date containing the amount in question to be eligible to receive an adjustment or credit.

## 13. DATA AND DATA PROTECTION

13.1 DigitalRoute does not own any Customer Data. Customer, not DigitalRoute, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and DigitalRoute shall not

be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

13.2 In the event this Agreement is terminated (other than by reason of Customer's breach), DigitalRoute will make available to Customer a file of Customer Data within ninety (90) days of termination if Customer so requests at the time of termination. DigitalRoute reserves the right to withhold Customer Data without notice for any material breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and DigitalRoute shall have no obligation to maintain or forward any Customer Data.

13.3 Customer is data controller and DigitalRoute is data processor in relation to Customer Data. This Section 13 shall constitute the data processing agreement between the Parties. In case where this is insufficient under applicable law, the Parties shall enter into good faith negotiations with the aim of concluding a data processing agreement fulfilling applicable laws and regulations.

13.4 DigitalRoute shall implement and maintain appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

13.5 Customer shall fully indemnify DigitalRoute in relation to any breaches of applicable data protection law; however, provided that DigitalRoute has not deviated from any written instructions provided by Customer or breached any of the representations and warranties under this Agreement that relate to the security of either Customer and/or personal data. In case DigitalRoute, under applicable law, is obligated to store personal data, or other categories of data, for a certain period in time, Customer is responsible for acquiring an informed consent from the registered individuals.

## 14. 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.

## 15. REPRESENTATIONS AND WARRANTIES

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

15.2 DigitalRoute warrants that it is the owner of Software, except for the third-party software components, and in either case, that it has full power and authority to license and deliver Software.

15.3 DigitalRoute represents and warrants that it will provide Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that Software will perform substantially in accordance with the Agreement under normal use and circumstances.

15.4 Customer represents and warrants that Customer has not falsely identified itself nor provided any false information to gain access to Software and/or other Services and that Customer's billing information is correct.

## 16. DISCLAIMER OF WARRANTIES

16.1 DIGITALROUTE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF SOFTWARE OR SERVICES OR RESULTS. DIGITALROUTE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF SOFTWARE AND/OR SERVICES AND/OR RESULTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) SOFTWARE AND/OR SERVICES AND/OR RESULTS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH SOFTWARE AND/OR SERVICES AND/OR RESULTS WILL MEET



CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) SERVICE OR THE SERVER(S) THAT MAKE SOFTWARE AND/OR SERVICES AND/OR RESULTS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOFTWARE AND SERVICES ARE PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DIGITALROUTE AND ITS LICENSORS.

## 17. LIMITATION OF LIABILITY

17.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, SOFTWARE, SERVICES, INCLUDING THE USE OR THE INABILITY TO USE THE RESULTS OF SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH SOFTWARE OR SERVICES, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN SOFTWARE OR SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH HEREIN WILL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR IN CASE OF (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (II) DEATH OR PERSONAL INJURY; OR (III) OR BREACH OF CONFIDENTIALITY (SECTION 18).

## 18. CONFIDENTIALITY

18.1 The Parties recognize that they will have access to confidential proprietary information and/or trade secrets of the other Party. Accordingly, the Parties agree that (a) the provisions of this Agreement, (b) any information whatsoever with respect to Software and/or Services, (c) the course of dealing between DigitalRoute and Customer hereunder, and (d) all other non-public information relating to the foregoing, including, but not limited to, user information submitted through Customer's web forms, and the number of such web forms submitted (collectively, the "Confidential Information") shall be treated by parties on a confidential basis and shall not be reproduced, reduced to writing or disclosed to any employees of the Parties (except on a need to know basis and then only if the employee is subject to an obligation of confidentiality) or any other person or entity without the prior written consent of the disclosing Party.

18.2 The prohibitions contained in this Section 18 shall not apply to information that is: (a) available to the public other than by a breach of this Agreement, (b) rightfully received from a third party not in breach of an obligation of confidentiality, (c) independently developed by the receiving Party without access to Confidential Information as evidenced by receiving Party's written records, (d) known to the receiving Party prior to the time of disclosure as evidenced by receiving Party's pre-disclosure written records, or (e) produced in compliance with applicable law or a court order, provided the disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Upon termination of this Agreement, at the reasonable request of the disclosing Party, any documentation or data reflecting any Confidential Information shall be promptly returned to the disclosing Party or destroyed.

## 19. TERM AND TERMINATION

19.1 Unless otherwise agreed in an Order Form, this Agreement shall be in effect from the Effective Date and will terminate three (3) years after the

Effective Date (the "Initial Term"). If a Party does not notify the other Party of its intent to terminate this Agreement (in whole or in part) sixty (60) days prior to the end of the Initial Term, the Agreement Term shall continue on a year-to-year basis (each a "Renewal Term") until terminated (in whole or in part) by either Party upon at least sixty (60) calendar days prior written notice to the other before the end of the then current Renewal Term. The Initial Term and the Renewal Terms are referred to as the "Agreement Term". Notwithstanding anything to the contrary, the Agreement Term shall not expire or be terminated as long as there is an Order Form in effect under this Agreement.

19.2 Either Party may terminate this Agreement 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 90 days. Non-payment of due invoices, not disputed in good faith, sixty days after due shall constitute a material breach of this Agreement.

19.3 Either Party may terminate this Agreement without fault or liability in case use or delivery of Software and the other Services is prohibited under government sanctions, embargo, or export control rules and regulations.

19.4 DigitalRoute is not liable to refund to Customer any prepaid and unused fees in connection with the termination of this Agreement (in whole or in part), unless Customer terminates this Agreement due to DigitalRoute's material breach in accordance with Section 19.2.

19.5 If all Order Forms are terminated, this Agreement will automatically terminate.

19.6 Customer shall immediately cease all usage of Software, and the other Services at the termination date. Licenses and use rights granted by DigitalRoute under this Agreement is automatically revoked. Customer shall, if applicable, immediately at DigitalRoute's instructions destroy or resend all copies of installation products and backup copies of any received material in relation to Software and other Services. Customer shall verify in writing that no copies thereof are in Customer's possession.

19.7 In the event this Agreement is terminated, DigitalRoute will make available to Customer a file of Customer Data within ninety (90) days of termination if Customer so requests at the time of termination. That service is provided by DigitalRoute in accordance with the then current term and fee.

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

## 20. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance of any part of this 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 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, each Party may elect to terminate this Agreement without any liability towards the other Party.

## 21. GENERAL

21.1 If Customer specific purchase orders are required for Customer's internal business purposes, Customer shall issue such purchase order to DigitalRoute at least one (1) month before the commencement of each new billing period.

21.2 Customer acknowledges and agrees that any text, information or pre-printed terms and conditions on any purchase order or other documentation provided to DigitalRoute shall not be effective, incorporated into nor construed to modify, amend, or alter the terms of this Agreement.

21.3 This Agreement may not be assigned by either Party without the prior written approval of the other Party (such consent not to be unreasonably withheld) but may be assigned without the other Party's consent by the assigning Party to (a) a parent or subsidiary, (b) an acquirer of substantially

all assets, or (c) a successor by merger. Any purported assignment in violation of this Section shall be void.

21.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

21.5 All notices required or permitted under this Agreement shall be given in writing to a Party's address as specified, in respect of Customer, on the signature page and, in respect of DigitalRoute, in Section 22, or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows: (a) by registered or certified mail; (b) over-night express courier; (c) by hand delivery; or (d) by email to such addresses. Such notices shall be deemed to have been duly received upon recipient's receipt and, in case of email, upon recipient's confirmation of receipt.

21.6 No joint venture, partnership, employment, or agency relationship exists between Customer and DigitalRoute as a result of this Agreement or use of Software and/ or Services.

21.7 A Party's right to utilize the other Party's trademarks for marketing purposes is regulated in Customer Marketing Policy available on InfoZone.

21.8 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.

21.9 This 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.

21.10 No amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by duly authorized representatives of both Parties specifically referencing this Agreement. Where either Party requests or proposes in writing an amendment the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received. Customer acknowledges and agrees that DigitalRoute may update Software Descriptions and Support Service Descriptions (excluding Service Level Agreement) to the extent necessary to reflect the technical and functional changes in connection with any releases of new versions and/or updates of Software. DigitalRoute shall ensure that the applicable descriptions are available on InfoZone. Notwithstanding anything to the contrary, DigitalRoute's shall not have any rights to update or amend the agreed Service Level Agreement, which may only be updated or amended upon written agreement between the Parties.

## 22. 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 11680 Great Oaks Way, Alpharetta, GA 30022, USA.	Attn: Legal Department Digital Route Americas Inc. 11680 Great Oaks Way, Alpharetta, GA 30022, USA	Georgia Law	The state and federal courts sitting in Fulton County, Georgia
<b>Sweden</b>	Digital Route AB, a Swedish corporation, with registered address Drottninggatan 89, SE-113 60 Stockholm, Sweden	Attn: Legal Department Digital Route AB Drottninggatan 89 SE-113 60 Stockholm Sweden	Swedish Law	Any dispute, controversy or claim arising out of or in connection with this contract, 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.
<b>United Kingdom</b>	Digital Route AB, a Swedish corporation, with registered address Drottninggatan 89, SE-113 60 Stockholm, Sweden	Attn: Legal Department Digital Route AB Drottninggatan 89 SE-113 60 Stockholm Sweden	Laws of England and Wales	Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.
<b>Japan, Singapore, Malaysia, South Korea, Indonesia or Myanmar</b>	Digital Route AB, a Swedish corporation, with registered address Drottninggatan 89, SE-113 60 Stockholm, Sweden	Attn: Legal Department Digital Route AB Drottninggatan 89 SE-113 60 Stockholm Sweden	Singaporean Laws	Any dispute, controversy or claim arising out of or relating to this contract, 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 Drottninggatan 89, SE-113 60 Stockholm, Sweden	Attn: Legal Department Digital Route AB Drottninggatan 89 SE-113 60 Stockholm Sweden	Swiss Laws	All disputes arising out of or in connection with the present contract 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.