

*Your rights and obligations as a customer of one or more of Starhive AB's ("Starhive", "we" or "us") Products are described in these Cloud Terms of Service (these "Terms"). "You" means the legal entity you represent in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another legal entity, you confirm that (i) you are legally authorized to bind your employer or such entity to these Terms; (ii) you have read and understood these Terms; and (iii) you accept and agree to these Terms on behalf of the entity that you represent. If you do not have the legal authority to bind your employer or the applicable entity, please do not click "I agree" (or similar button or checkbox) that is presented to you. However, if you are being invited or added to a Product set up by a customer (e.g. your employer), the User Notice governs your access and use of the Product (and not these Terms).*

## **1. Applicability and Effective Date**

1.1 Applicability. These Terms are applicable between you and Starhive AB that owns or operates the Products that you are using or accessing. These Terms govern our Products, including additional features and services, and related Support. Capitalized terms used are defined contextually in these Terms or in Section 21 below.

1.2 Acceptance. These Terms do not have to be signed in order to be binding. You indicate your acceptance of these Terms by clicking "I agree" (or similar button or checkbox) at the time you subscribe or otherwise place an Order for a Product.

1.3 Effective Date. These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access a Product, whichever is earlier (the "Effective Date").

## **2. Delivery and administration of Products**

2.1 Delivery. We will deliver the login instructions for the ordered Products to your account or through other reasonable means no later than when we have received payment of the applicable fees. All deliveries under these Terms will be electronic.

2.2 Administrators. The Products are managed by you through Administrator account(s). An "Administrator" is a person designated by you who administer the Products and your Users on your behalf. The Administrator(s) that you specify for your Product will have important rights and controls over your use of Products and User Accounts which may incur fees. This may include ordering of additional features and services or Products, enabling of features or applications, creating, managing, deleting and monitoring User Accounts, setting of permissions and managing of access to Your Data, etc. Our responsibilities do not extend administration or internal management of Products for you.

2.3 User Consent and Disclosures. You are responsible for obtaining all required consents from Users to allow for the access and use of Products and management of User Accounts, as well as for providing all required disclosures to Users. Upon our reasonable request, you are required to provide evidence of such consents and disclosures.

2.4 Credentials. You are responsible for your Users keeping their usernames and passwords for Products strictly confidential and that such credentials are not shared with unauthorized persons. You are also responsible for any and all actions taken using User Accounts and passwords, and you will promptly notify us of any unauthorized use that comes to your attention.

2.5 Domain names. You may be required to specify a domain for the operation of a Product or any feature thereof. We may require you to verify that you own or control that domain. We have no obligation to provide access to the Product (or any feature thereof) if you do not own or control the domain you specify.

2.6 Responsibility for Administrators and Users. You are responsible for (i) understanding the settings and controls for Products you use and for controlling the persons you allow to become a User (including an Administrator), (ii) any and all actions taken by the persons you allow to become Users, including ordering of additional features and services or Products and how they use Your Data, even if those Users are not from your organisation or domain, (iii) compliance with these Terms and our User Notice by all Users, including for any payment obligations, and for any damages resulting from failure to do so. If you use single sign-on (SSO) for accessing Products in a way that Users will bypass our display or reference to our User Notice, you are responsible for displaying our User Notice to Users.

2.7 Your resources. If we need access to your materials, systems, personnel or other resources for our provision of Products or any additional features or services Ordered, you will agree to provide us with such access as reasonably necessary. If you do not provide us with timely access to such resources, our performance (as affected by such failure) under these Terms will be excused until you do so. We will use your resources solely for purposes of enabling our proper performance under these Terms.

### **3. Product subscription and restrictions**

3.1 Grant of usage right. Subject to these Terms and during the applicable Subscription Term for a Product, you may access and use the Product for your own business purposes or, as applicable, personal use. This includes the right to download and use the client software associated with the Products subscribed for. The rights granted to you are non-exclusive, non-sublicensable and non-transferable.

3.2 Restrictions. Except as otherwise expressly permitted in these Terms, you may not: (i) reproduce, modify, adapt or create derivative works of the Products; (ii) rent, lease, distribute, sell, sublicense, transfer or provide access to the Products to a third party; (iii) use the Products for the benefit of any third party; (iv) incorporate any Products into a product or service you provide to a third party; (v) interfere with or otherwise circumvent mechanisms in the Products intended to limit your use; (vi) reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (vii) remove or obscure any proprietary or other notices contained in any Product; (viii) use the Products for competitive analysis or to build competitive products; (ix) publicly disseminate information regarding the

performance of the Products; or (x) encourage or assist any third party to do any of the foregoing.

#### **4. Support of Products and training**

4.1 Support of Products. During the Subscription Term, we will provide support for Products in accordance with our Support Policy ("Support").

4.2 Training excluded. Training is excluded in our providence of Products under these Terms.

#### **5. Security and data privacy policies**

5.1 Security. We implement and maintain physical, technical and administrative security measures designed to protect Your Data from unauthorized access, destruction, use, modification, or disclosure. Our Security Policy, as updated from time to time, provides further details on our security measures.

5.2 Privacy. We collect certain data and information about you and your Users in connection with your and your Users' use of the Products and otherwise in connection with these Terms in accordance with our Privacy Policy, which you acknowledge and accept.

5.3 Processing of personal data. In respect of any personal data or personal information within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation) or any applicable corresponding legislation, or any successor legislation, being processed within the features or functionality of our Product made available to you and your Users or otherwise in connection with these Terms, our Data Processing Addendum apply, which you acknowledge and accept.

#### **6. Your data**

6.1 You own Your Data. You retain all right, title and interest in and to Your Data in the form submitted to the Products.

6.2 Compliance obligations. Your use, which includes your Users' use, of Products must comply at all times with these Terms, the Acceptable Use Policy and all Laws. You represent and warrant that: (i) you have obtained all necessary rights and permissions to submit all Your Data to the Products and (ii) Your Data and its submission and use will not violate (a) any Laws, (b) any third-party intellectual property, privacy or other rights, or © any applicable policies or terms governing Your Data.

6.3 Limited liability for Your Data. Other than our express obligations under Section 5 (Security and data privacy policies), we assume no responsibility or liability for Your Data. You are solely responsible for Your Data and the consequences of submitting and using it with the Products.

6.4 Your Indemnity obligation. You will defend, indemnify and hold us (and our Affiliates, officers, directors, agents and employees) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs)

resulting from any claim arising from or related to (i) your breach of Section 2.3 (User Consent and Disclosures) or any claims or disputes brought by your Users arising out of your/their use of Products, (ii) your breach (or alleged breach) of Sections 6.2 (Compliance Obligations); or (iii) our use or disclosure of Your Data in compliance with Sections 6.5 (Our use of Your Data) or 6.6 (Subpoenas). This indemnification obligation is subject to you receiving (a) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (b) the right to control and direct the investigation, defense or settlement of such claim and © all reasonable cooperation by us at your expense.

**6.5 Our use of Your Data.** Subject to these Terms, and solely to the extent necessary to provide the Products to you, you grant us a worldwide, limited license to access, use, process, copy, distribute, perform, export and display Your Data. Solely to the extent that reformatting Your Data for display in a Product constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. We may also access your accounts, User Accounts, and your Products with User permission in order to respond to your support requests.

**6.6 Subpoenas.** Nothing in these Terms prevents us from disclosing Your Data to the extent required by law, subpoenas or court orders, but we will use commercially reasonable efforts to notify you where permitted to do so.

**6.7 Removal of Your Data and Suspension.** We have no obligation to review or monitor any content uploaded to Products. Nonetheless, if we deem such action necessary based on your violation (or alleged violation) of these Terms, including any of our Policies and Additional Terms, or in response to takedown requests that we receive from third parties, we may (i) remove Your Data from Products or (ii) suspend your access to Products. Prior to any such removal or suspension we will provide you with advance notice and an opportunity to respond to such notice, but if we (at our sole discretion) determine that your actions endanger the operation of Products or other users, we may remove Your Data or suspend your access immediately without advance notice. We assume no responsibility or liability to you for removing Your Data or suspending your access to any Products as described above.

## **7. Use of third-party products and services and AI Tools**

**7.1 Use of third-party products and services.** You (including your Users) may choose to use or procure third party products or services in connection with the Products, including, for the avoidance of doubt, as part of using a certain feature of our Product. Your receipt or use of any such third party products or services is subject to a separate agreement between you and the third party provider and further subject to our policy Third-Party Code in Products. If you enable or use third party products or services with the Products, we may allow the third party providers to access or use Your Data as required for the interoperation of their products and services with the Products. This may include transmitting, transferring, modifying or deleting Your Data, or storing Your Data on systems belonging to the third party providers or other third parties. Any third party provider's use of Your Data is subject to the applicable agreement between you and such third party provider. We are not responsible for any access to or use of Your Data by third party providers or their products or services, or for the security or privacy practices of any third party provider or its products or services. You are solely responsible for your decision to permit

any third party provider or third party product or service to use Your Data. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS OR SERVICES (WHETHER SUPPORT, AVAILABILITY, SECURITY OR OTHERWISE) OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS.

7.2 Marketplace applications. If we provide or otherwise allow for a marketplace for third party applications with enabled interoperation with our Products as described in Section 7.1, the use of such applications is subject to a separate agreement between you and the application provider as set forth at such marketplace. Section 7.1 shall apply on a mutatis mutandis basis in respect of any such third-party applications, including in respect of our DISCLAIMER OF ALL LIABILITY.

7.3 Use of AI Tools. We may enable artificial intelligence (AI) tools, features or functionality ("AI Tools") within or otherwise interoperable with our Product based on third party products and services. The AI Tools may, for example, suggest how you should set up your environment within our Product based on your input. We may charge additional fees for use of AI Tools, which will be indicated to you in connection with your Order or otherwise before use. To the extent your use of AI Tools is not subject to additional fees, your use of AI Tools is subject to fair usage restrictions that we may determine in our sole discretion. You acknowledge and agree that if you exceed what we determine to be fair usage (i) you may be required to purchase additional usage rights to continue accessing and using AI Tools and we may disable or degrade performance of AI Tools. If you choose to use AI Tools you may not use AI Tools in a manner that violates any law, regulation, technical documentation, usage guidelines, policies, or other terms, whether made available or communicated to you by us or any other third party, including any OpenAI policy. Section 7.1 shall apply on a mutatis mutandis basis in respect of any AI Tools or use thereof, including in respect of our DISCLAIMER OF ALL LIABILITY. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF AI TOOLS OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH AI TOOLS. YOU UNDERSTAND AND AGREE THAT ANY CONTENT OR OUTPUT OBTAINED THROUGH THE USE OF AI TOOLS IS PROVIDED "AS-IS" AND OBTAINED AT YOUR SOLE RISK. YOU SHOULD NOT USE OR RELY ON AI TOOLS' OUTPUT WITHOUT INDEPENDENTLY DETERMINING THE ACCURACY OF THE OUTPUT, AS ANY OUTPUT MAY CONTAIN MATERIAL INACCURACIES OR UNVERIFIED INFORMATION DUE TO THE NATURE OF MACHINE LEARNING OR CHANGES TO THE DATA MODEL AND/OR THE UNDERLYING DATA AFTER AN OUTPUT IS GENERATED. NO INFORMATION, ADVICE, OR OTHER CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH AI TOOLS SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN, AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.4 Developer assets. Access to any of our APIs, SDKs or other developer assets in respect of our Products is subject to a separate agreement.

## **8. Subscription plans, renewals, payments, etc.**

8.1 Subscription plans. Except as otherwise specified in your Order, our Products are offered on a Subscription Term basis, as set out in the applicable Order.

8.2 Adding of Users, features, etc. You may, as applicable, add Users, increase storage limits, add features or services or otherwise increase your use of Products by placing a new Order or modifying an existing Order. Unless otherwise specified in the applicable Order, we will charge you for any increased use at our then-current rates, prorated for the remainder of the then-current Subscription Term. Any decreased use will apply and be charged as from the next Subscription Term at our then-current rates. Additional features and services may be subject to Policies and Additional Terms as specified in the applicable Order.

8.3 Renewals. Except as otherwise specified in your Order, unless either party terminates your subscription prior to expiration of the current Subscription Term, your subscription will automatically renew for another Subscription Term of a period equal to your initial Subscription Term. All renewals are subject to the applicable Product continuing to be offered and will be charged at the then-current rates.

8.4 Termination. You may provide notice of termination through the means we designate, which may include account settings in the Products. Termination of your subscription means that you will not be charged for the next billing period, but you will not be entitled to any refunds or credits for amounts that have already been charged.

8.5 Payment. You will pay all fees in accordance with each Order, by the due dates and in the currency specified in the Order. You agree that we may charge your credit card or other payment method for each Order and renewals, increased use, expenses and unpaid fees, as applicable.

8.6 Expenses. Unless otherwise specified in your Order, for additional services provided at any non-Starhive location, you will reimburse us for our reasonable incurred travel, lodging and meal expenses.

8.7 Non-refundable. Other than as expressly set forth in Section 11.3 (Exclusive remedy), Section 13 (Intellectual property indemnification) or Section 18 (Modification to these Terms and Products), all amounts are non-refundable, non-cancelable and non-creditable.

8.8 Taxes excluded and no withholding. All fees under these Terms exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by us, you must pay to us the amount of such taxes or duties in addition to any fees owed under these Terms. You will further pay all fees net of any applicable withholding taxes.

## **9. Intellectual Property Rights**

9.1 Our intellectual property rights. Our Products are made available on a limited access basis, and no ownership right is transferred or otherwise conveyed to you, irrespective of the use of terms such as "purchase" or "sale". We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to our Products and any and all underlying technology and software, including any modifications and derivative works of the foregoing, as well as any documentation of the foregoing.

9.2 Feedback. You may freely choose to submit Feedback to us. We may in connection with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback received from you in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services incorporating Feedback or otherwise.

## **10. Trials and betas**

10.1 Trial Products and Beta Versions. We may offer certain Products or features to you at no charge as part of a free trial and/or beta versions (collectively, "Trial Products"). Except as otherwise set forth in this Section 10 and subject to any additional terms that we specify for the Trial Product, the terms and conditions of these Terms governing Products fully apply to Trial Products. We reserve the right to modify or terminate your right to use Trial Products at any time and for any reason in our sole discretion, without liability to you. You understand that any pre-release and beta Products, and any pre-release and beta features within generally available Products, that we make available (collectively, "Beta Versions") are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. We make no promises that any Beta Versions will ever be made generally available. In some circumstances, we may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section 10.

10.2 Our Confidential Information. All information regarding the characteristics, features or performance of any Trial Products, including Beta Versions, constitutes our Confidential Information.

10.3 Exclusion of liability. To the maximum extent permitted by applicable law, we disclaim all obligations or liabilities with respect to Trial Products, including any Support, warranty and indemnity obligations. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, OUR MAXIMUM AGGREGATE LIABILITY TO YOU IN RESPECT OF TRIAL PRODUCTS WILL BE US\$100.

## **11. Warranties and Disclaimer**

11.1 Authority. Each party represents and warrants that it has the legal power and authority to enter into these Terms.

11.2 Performance. We represent and warrant, for your benefit only, that (i) the Products will operate in substantial conformity with the applicable Documentation, (ii) we will not materially decrease the functionality or overall security of the Products during the applicable Subscription Term and (iii) we will use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful material into the Products. This Performance Warranty will not apply: (i) unless you make a claim within sixty (60) days of the date on which you first noticed the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services or equipment or (iii) to Trial Products.

11.3 Exclusive remedy. At no charge to you, we will use commercially reasonable efforts to correct reported non-conformities with the performance warranty in Section 11.2. If we determine corrections to be impracticable, you may terminate the applicable Subscription Term. In this case, you will receive a refund of any fees you have pre-paid for use of the Product for the terminated portion of the applicable Subscription Term. Our sole liability, and your sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this Section 11.

11.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, ALL PRODUCTS, SUPPORT AND ADDITIONAL SERVICES ARE PROVIDED "AS IS," AND WE AND OUR SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE PRODUCTS NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

## **12. Limitation of liability**

12.1 Consequential damages waiver. EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

12.2 Liability cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S AND ITS SUPPLIERS' AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE HIGHER OF (A) THE AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO US UNDER THESE TERMS IN THE TWENTYFOUR (24) MONTHS IMMEDIATELY PRECEDING THE CLAIM AND (B) US\$1,000. For the purpose of this provision, "Excluded Claims" means (i) either party's express indemnification obligation set forth in these Terms, (ii) your breach of Sections 3.2 (Restrictions), (iii) any fees and amounts owed by you pursuant to an Orders or (iv) the last section of Third Party Code in Products (Combining the Products with Open Source Software).

## **13. Intellectual property indemnification**



13.1 Our indemnification obligation. Subject to the conditions for applicability set forth in Section 13.2, we will defend, indemnify and hold you harmless against any claim brought against you by a third party alleging that a Product subscribed by you, when used as authorized under these Terms, infringe any third-party patent, copyright or trademark, or misappropriates any third-party trade secret enforceable in any jurisdiction that is a signatory to the Berne Convention (a "Claim"), against any damages and costs finally awarded on the Claim by a court of competent jurisdiction or agreed to via settlement executed by us (including reasonable attorneys' fees); provided always that we have received from you: (a) prompt written notice of the Claim (but in any event notice in sufficient time for us to respond without prejudice); (b) reasonable assistance in the defense and investigation of the Claim, including providing us a copy of the Claim, all relevant evidence in your possession, custody, or control, and cooperation with evidentiary discovery, litigation, and trial, including making witnesses within your employ or control available for testimony; and © the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim.

13.2 Conditions for applicability. Our indemnification obligations set forth in Section 13.1 above do not apply: (i) if the total aggregate fees we received with respect to your subscription to the Product subject of the Claim in the twelve (12) month period immediately preceding the Claim is less than US\$50,000; (ii) if the Product is modified by any party other than us, but solely to the extent the alleged infringement or misappropriation is caused by such modification; (iii) if the Product is used in combination with any third-party product, software, service or equipment, but solely to the extent the alleged infringement or misappropriation is caused by such combination; (iv) to unauthorized use of Products; (v) to any Claim arising as a result of (a) Your Data or circumstances covered by your indemnification obligations set out in these Terms or (b) any third-party deliverables or components contained with the Products or (vi) if you settle or make any admissions with respect to a Claim without our prior written consent.

13.3 Disclaimer. THIS SECTION 13 STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS WE PROVIDE UNDER THESE TERMS.

13.4 Our right to mitigate risks. If your use of the Products is (or in your opinion is likely to be) enjoined, whether by court order or by settlement, or if we determine such actions are reasonably necessary to avoid material liability, we may, at our opinion and sole discretion: (i) procure the right for your continued use of the Product in accordance with these Terms; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund any prepaid amounts for the terminated portion of the Subscription Term.

## 14. Confidentiality

14.1 Confidential Information. Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the

Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any and all information regarding Trial Products and our technology and software (including documentation thereof) as described in Section 10.2 and Section 9.1, respectively, will be deemed our Confidential Information without any marking or further designation.

14.2 Duty of confidentiality and non-use. Except as expressly authorized herein, the Receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 14 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 14.

14.3 Exemptions. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

14.4 Equitable relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

## **15. Term and termination**

15.1 Term. These Terms are effective as of the Effective Date and remains effective until the date of expiration or termination of all Subscription Terms.

15.2 Termination for Convenience. You may choose to stop using the Products and terminate these Terms (including all related Orders) at any time for any reason upon written notice to us; however, upon any such termination (i) you will not be entitled to a refund of any pre-paid fees and (ii) if you have not already paid all applicable fees for the then-current Subscription Term or related services period (as applicable), any such fees that are outstanding will become immediately due and payable.

15.3 Termination for Cause. Either party may terminate these Terms (including all related Orders) if the other party (i) fails to remedy any material breach of these Terms within thirty (30) days after notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable

proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If you rightfully terminate these Terms for cause, we will refund you any prepaid fees covering the remainder of the then-current Subscription Term after the effective date of termination. If we terminate these Terms for cause, you will pay any unpaid fees covering the remainder of the then-current Subscription Term after the effective date of termination.

**15.4 Effects of Termination.** Upon any expiration or termination of these Terms, you must cease using all Products and delete (or at our request, return) all Confidential Information or other materials of ours in your possession, including on any third-party systems operated on your behalf. You will certify such deletion upon our request. You will no longer have access to Your Data (see Section 15.5 Make sure to export Your Data). In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law or otherwise.

**15.5 Make sure to export Your Data.** After the expiration or termination of these Terms (or its applicable Subscription Term), you will not have access to Your Data which we may delete (unless legally prohibited). You should make sure to export Your Data using the functionality of the Products during the applicable Subscription Term.

**15.6 Survival.** The following provisions will survive any termination or expiration of these Terms: Sections 3.2 (Restrictions), 6.4 (Your indemnity obligation), 7.1 (Use of third-party products and services), 8.5 (Payment), 8.8 (Taxes excluded and no withholding), 10 (Trials and betas), 9 (Intellectual property rights), 11.4 (Disclaimer), 12 (Limitations of liability), 14 (Confidentiality), 15 (Term and termination), 13 (Intellectual property indemnification) (but solely with respect to claims arising from your use of Products during the Subscription Term), 19 (General provisions) and 20 (Governing law and Dispute resolution).

## **16. Promotional right**

We may identify you as our customer on our website and in our promotional materials. We will promptly stop doing so upon your request sent to [sales@starhive.com](mailto:sales@starhive.com).

## **17. Export control**

**17.1** These Terms is made subject to any restrictions concerning the export of products and technical information from the European Union, the United States or other countries that may be imposed on a party from time to time. You may not (i) export, directly or indirectly, any technical information acquired from us under these Terms or through the access, use or download of Products to a location or in a manner that at the time of export is prohibited or requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable Laws or (ii) otherwise take any action in violation of any applicable export or import restrictions or Laws.

17.2 You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any prohibited country under any applicable export Laws and (ii) none of Your Data is controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions. You also certify that you are not a Prohibited Person nor owned, controlled by, or acting on behalf of a Prohibited Person.

## **18. Modifications to these Terms and Products**

18.1 Modifications to these Terms. We may modify the terms and conditions of these Terms, including our Policies and Additional Terms, from time to time, with notice to you in accordance with Section 19.2 (Notices) or by posting the modified Terms on our website. Together with such notice, we will specify the effective date of the modifications.

18.2 Effective date of modifications. Except as otherwise indicated below, modifications to these Terms and/or our Policies and Additional Terms will take effect at the next renewal of your Subscription Term and will automatically apply as of the renewal date unless you elect not to renew pursuant to Section 8.3 (Renewals). Notwithstanding the foregoing, in some cases (e.g. to address compliance with Laws or in order to respond to changes in our Products) we may specify that such modifications become effective during your then-current Subscription Term. If the effective date of such changes is during your then-current Subscription Term and you object to the changes, then (as your exclusive remedy) you may terminate your affected Orders upon notice to us, and we will refund you any fees you have pre-paid for use of the affected Products for the terminated portion of the applicable Subscription Term. To exercise this right, you must provide us with notice of your objection and termination within thirty (30) days of us providing notice of the changes. Unless required by Laws, we will not make modifications that, considered as a whole, would substantially diminish our obligations during your then-current Subscription Term. For the avoidance of doubt, any Order is subject to the version of these Terms in effect at the time of the Order.

18.3 Modifications to Products. You acknowledge that the Products are cloud-based (online) and subscription-based, and that in order to provide improved customer experience we may from time to time make modifications and changes to the Products, and we may update the applicable Documentation accordingly. Subject to our obligation to provide Products under existing Orders, we can discontinue any Products or any portion or feature of any Products for any reason at any time without liability to you.

## **19. General provisions**

19.1 Government customers. Any United States federal, state, or local government customers are subject to the Governmental Amendment in addition to these Terms.

19.2 Notices. Any notice under these Terms must be given in writing. We may provide notice to you through the email address you used to register for Product account (or as changed by you within the account) or through notification features in your account or Product. You agree that any electronic communication will satisfy any applicable legal communication requirements, including that such communications be in writing. Any notice to you will be deemed given upon

the first business day after we send it. You will provide notice to us at [legal@starhive.com](mailto:legal@starhive.com). Your notices to us will be deemed given upon receipt.

19.3 Force majeure. A party is entitled to postpone the performance of its obligations and is relieved from the consequences of non-performance of its obligations under these Terms (except for obligations to pay fees) where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond the control of the party, and which the party neither could nor reasonably should have foreseen at the time of entering into these Terms. Such circumstance can comprise, for example, war or warlike situations, civil war, military mobilisation or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, break-down of means of transport, discontinuation of the supply of energy, failure or diminishment of power or telecommunications or data networks or services, strike, lock-out or other general or local industrial action (notwithstanding that the party itself is a party to the action), requisition, seizure, public authority order, trade restrictions or circumstance comparable therewith. The aforesaid applies if a force majeure event exists for a party retained by a party for these Terms.

19.4 Assignment. You may not assign, pledge or otherwise encumber these Terms or any of its rights or obligations under these Terms without our prior written consent. Notwithstanding the foregoing, you may assign these Terms in their entirety (including all Orders) to your successor resulting from a sale of all or substantially all of your assets or merger, provided that you provide us with prompt written notice of the assignment and the assignee agrees in writing to assume all of your obligations under these Terms. We may assign our rights and obligations under these Terms (in whole or in part) without your consent. We may also permit our Affiliates, agents and contractors to exercise our rights or perform our obligations under these Terms, in which case we will remain responsible for their compliance with these Terms.

19.5 Entire agreement. The parties confirm that these Terms represents the entire understanding and constitutes the whole agreement between you and us relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of you or us. No provision of any purchase order or other business form employed by you will supersede or supplement the terms and conditions of these Terms, and any such document relating to these Terms will be for administrative purposes only and will have no legal effect.

19.6 Amendments. Except as set forth in Section 18 (Modifications to these Terms and Products), these Terms may only be amended, changed or modified by an instrument in writing duly executed by the parties.

19.7 No waiver. The failure of a party to insist on adherence to any term of these Terms shall not be considered a waiver of any right, nor shall it deprive that party of the right thereafter to insist on the adherence to that term or any other terms of these Terms.

19.8 Conflicts. In event of any conflict between the main body of these Terms and either of our Policies and Additional Terms, our Policies and Additional Terms will prevail with respect to their subject matter.

19.9 Interpretation. The headings in these Terms are for convenience only and shall not be deemed to define, limit or construe the content of any provisions in these Terms. In these Terms, save where the context otherwise requires, (i) words in the singular shall include the plural, and vice versa, (ii) the indication of one gender shall be deemed to include both genders and (iii) "including" (and its variants) shall be deemed to mean "including without limitation" (and its variants).

19.10 Partial invalidity. If any provisions of these Terms or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of these Terms shall continue in full force and effect. The parties shall seek to amend such void, invalid or unenforceable provisions and thereby these Terms in order to give effect to, so far as it is possible, the spirit of these Terms and to achieve the purposes intended by the parties.

## **20. Governing law and Dispute resolution**

20.1 Governing law. These Terms shall be governed by and construed in accordance with the substantive law of Sweden, with the exclusion of any conflicts of law provisions.

20.2 Arbitration. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

20.3 Injunctive relief and enforcement. Nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

20.4 Confidentiality. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.

## **21. Definitions**

21.1 Certain capitalized terms are defined below in this Section 21, and others are defined contextually in these Terms.

**“Affiliate”** means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of greater than 50% of the voting equity securities or other equivalent voting interests of the entity.

**“Documentation”** means our from time-to-time published documentation for the Products, currently located at <https://help.starhive.com>.

**“Feedback”** means comments, suggestions, ideas or other feedback relating to Products, including Trial Products, additional features and services, and related Support.

**“Laws”** means all applicable local, state, federal and international laws and regulations, including those related to data privacy and data transfer and exportation.

**“Order”** means our applicable online order function or other by us approved ordering function, process or document describing the products and services you are ordering from us and, as applicable, their permitted scope of use. As applicable, the Order will identify: (i) the Products, Trial Products and/or additional features or services (ii) the number of Users, Subscription Term, domain(s) associated with your use of Products, storage capacity or limits, or other scope of use parameters and (iii) the amount or rate you will be charged, the billing and renewal terms, applicable currency, and form of payment.

**“Policies and Additional Terms”** means our User Notice, Support Policy, Security Policy, Privacy Policy, Acceptable Use Policy, Data Processing Addendum, Third Party Code in Products, Governmental Amendment and other policies or terms referenced in these Terms or in an Order.

**“Product(s)”** means our hosted or cloud-based solutions you have subscribed for or otherwise placed an Order for, including any client software we provide as part of the Products.

**“Prohibited Person”** means any person subject to a any sanctions under applicable Laws, for example on the list of persons, groups and entities subject to EU financial sanctions, the U.S. Commerce Department’s Denied Persons, Entity, or Unverified Lists or the U.S. Treasury Department’s list of Specially Designated Nationals and Consolidated Sanctions list.

**“Subscription Term”** your permitted subscription period for a Product, as set forth in the applicable Order.

**“User”** means an individual you or an Affiliate permits or invites to use the Products and, for avoidance of doubt, also includes individuals (i) invited by your Users and/or (ii) interacting with a Product as your customer or contractor.

**“User Account”** means an account established by you, an Administrator or a User to enable the User to use or access a Product.

**“Your Data”** means any data, content, video, images or other materials of any type that you (including any of your Users) submit to Products. In this context, “submit” (and any similar term) includes submitting, uploading, transmitting or otherwise making available Your Data to or through the Products.