

## SYMETRI – SOFTWARE LICENSE AND SUBSCRIPTION TERMS – SYMETRI PRODUCTS

### 1. General

- 1.1 These Software License and Subscription Terms (the “**License Terms**”) are applicable for all licensing of Symetri’s own software products and services (the “**Licensed Programs**”) by the applicable Symetri company (“**Symetri**”) to the customer (“**Customer**”). Each a “**Party**” together the “**Parties**”. The License Terms also apply for Symetri’s License Management Service, a cloud service where the Customer can manage its users and licenses (“**License Management Services**”).
- 1.2 These License Terms together with any other applicable Symetri terms, agreement, appendices, purchase orders and/or offers issued by Symetri constitutes the agreement between the Parties (the “**Agreement**”). In the event of any conflict between the documents relating to these License Terms, these License Terms shall prevail.
- 1.3 These License Terms apply upon any use, download and/or instalment of the Licensed Programs, including but not limited to any trial period of the Licensed Programs, irrespective of how the Agreement has been entered into (e.g. by email, framework agreement, order form etc).
- 1.4 What is said in these License Terms relating to the Licensed Programs shall (as applicable) apply also in relation to the License Management Services, such as but not limited to Clauses 6, 12, 13, and 15.
- 1.5 These License Terms also apply for any human readable documentation in hard copy or electronic form, such as program listings, flow charts, logic diagrams, input and output forms, any present or future manuals, instructions, user guides, product documentation and any other materials related to the Licensed Programs (the “**Documentation**”).
- 1.6 The Licensed Programs and License Management Services are exclusively for use with business persons acting in the course of business.
- 1.7 Symetri is entitled to improve the Licensed Programs and may make improvements, updates, additions and changes, or remove non-material functions of the Licensed Programs at its own discretion.
- 1.8 If the Parties have agreed that any affiliate of the Customer shall have the right to call-off or use any Licensed Programs under the Agreement, these License Terms and any other part of the Agreement shall apply in relation to such affiliate. The Customer is fully responsible for such affiliate’s proper

performance of the Agreement such as for its own performance. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” means direct or indirect control of more than 50 % of the voting interests of the subject entity.

- 1.9 If the Customer has purchased the right to use the Licensed Programs from one of Symetri’s resellers, the Customer shall always contact the reseller in case of any claims or complaints related to such agreement with the reseller, and the agreement entered into by the Customer and the reseller shall apply, unless the Customer’s claim or complaint is solely related to the license granted by Symetri under these License Terms. References to the “**Agreement**” made in these License Terms, refers to the agreement entered into by the Customer and the reseller, as applicable.

### 2. License grant and term of license

- 2.1 Subject to the License Terms hereof and the Agreement, payment of all fees and any applicable user/use limitations set forth in the Agreement, Symetri hereby grants the Customer a non-exclusive, non-transferable and non-assignable, limited license to use the Licensed Programs and any Documentation. The license granted is in all cases solely granted a) within the scope of and subject to the terms of the specific license type, b) for the specific number of permitted users according to the Agreement, c) for internal business purposes only, d) for global use or otherwise as specified in the Agreement, and e) during the term of the Agreement.
- 2.2 The license set out in Clause 2.1 above is granted either as a *Single User License*, a *Multiuser License*, a *Server License* or a *Token License*, as specified in the Agreement. Each license is granted for a specific permitted number of users as specified in the Agreement. If the Agreement does not specify a license type or permitted number of users, the license is granted as a Single User License for one (1) permitted user. The terms for each license type are specified below. Any limitations in the Agreement in relation to the Licensed Programs shall apply also in relation to the Documentation. The Customer acknowledges that Symetri may provide Licensed Programs under different types of licenses, as set out by Symetri from time to time.
- 2.3 The License Programs are, as applicable, hosted and supported by Symetri and/or its partners and may from time to time be updated and changed by Symetri.

- 2.4 Some features of the Licensed Programs may utilize artificial intelligence technologies in their functions ("AI Functions"). The AI Functions are provided by Symetri and/or its partners for convenience, on as-is basis, without any warranties whether express, implied or otherwise. Symetri and/or its partners may, in its discretion, limit the use of the AI Functions by suspending their use or restricting their capabilities, as appropriate in the situation.

## 2.5 *Single User License*

Under a Single User License the Licensed Programs can be used by a single named user that the license is assigned to by the Customer. With a Single User License the user signs in by entering email and password upon launching the License Management Services to activate and use the Licensed Programs.

Under a Single User License the Licensed Programs can be installed to multiple devices where the access to Licensed Programs is limited to one (1) device at the time and requires the user to be validated by signing in to the License Management Services.

A Single User License may from time to time be assigned by the Customer from one named user to another (this possibility not to be abused).

## 2.6 *Multiusers License*

Under a Multiusers License the Licensed Programs can be used by the named users that the license is assigned to by the Customer only so long as the maximum number of concurrent users does not exceed the permitted number of users or other limits specified in the Agreement or in the Documentation. With a Multiusers License the user signs in by entering email and password upon launching the License Management Services to activate and use the Licensed Programs.

Under a Multiusers License the Licensed Programs can be installed to multiple devices where the access to Licensed Programs is limited to one (1) device and one (1) active user for each license at the time and requires the user to be validated by signing in to the License Management Services.

## 2.7 *Server License*

Under a Server License the Customer is allowed to use the server based Licensed Programs specified in the Agreement on one (1) application server environment at a time.

## 2.8 *Token License*

Under a Token License the Customer may permit access to Licensed Programs on multiple computers and devices, however the activated tokens are valid

for the user on one device at a time during the validation period.

The Customer acknowledges and accepts that the predefined number of Tokens regulated in current pricelist are activated per product and that consumed Tokens are valid for 24 hours.

- 2.9 The Licensed Programs may only be used by users that are employed by the Customer or provide services for the Customer as an independent contractor. Provided that the Customer assumes full liability for the use of the Licensed Programs by an individual that acts as a contractor working for the Customer (such as a consultant etc.), the Licensed Programs may also be used by such a user. The right of use is intended solely for the Customer's internal operations.

- 2.10 A license is provided on a term basis, as specified in the Agreement. All license rights are granted subject to the terms and conditions of these License Terms and the payment of all applicable license fees. The Customer shall pay Symetri the fees, charges and other amounts specified in the Agreement; provided that if the Customer has purchased the right to use the Licensed Programs from one of Symetri's resellers, Customer shall pay reseller in accordance with the reseller agreement.

- 2.11 Unless otherwise agreed, the Customer is responsible for the following:

- (a) the correctness and legality of data that the Customer submits in the Licensed Programs ensuring that the holder of rights of the data or material submitted to the Licensed Programs has not prohibited data mining and/or processing with AI Functions and any activities that occur under its user licenses;
- (b) Customer data and the Customer's processing of any personal data in the Licensed Programs;
- (c) to install and maintain any equipment, applications and software required to use the Licensed Programs in accordance with the Documentation, including to maintain the security of its own IT-environment, such as the operating environment, networks and applications;
- (d) to at all times keep necessary insurances for its business, including for use of the Licensed Programs;
- (e) to provide Symetri with information about the Customer and its use of the Licensed Programs as is reasonably required for Symetri to be able to provide the Licensed Programs; and
- (f) notify Symetri immediately if the Licensed Programs are unavailable.

- (g) controlling the correctness and suitability for purpose of materials, or data generated or defined by AI Functions

### **3. License Management Services**

- 3.1 As specified in the Agreement or otherwise provided by Symetri, Symetri also grants the Customer a right to use the License Management Services. The License Management Services is a self-service portal where the Customer can assign licenses for the users, create and manage users as well as activate and inactive users and manage its licenses for the Licensed Programs applicable. The Customer acknowledges that the Customer may be obligated to use the License Management Services in order to access or use certain Licensed Programs, as set out by Symetri from time to time.
- 3.2 The Customer is solely responsible for all assignments, activations or inactivations or other actions taken by Customer in the License Management Services. The Customer shall ensure a safe management of any login details, passwords and similar, and keep such information confidential. The Customer shall promptly inform Symetri if anyone on the Customer's side gained unauthorized access to the License Management Services, or if Customer otherwise becomes aware of such unauthorized access.
- 3.3 The License Management Services are hosted and supported by Symetri and/or its partners and may from time to time be updated and changed by Symetri.

### **4. Subscription and Support**

- 4.1 Subscription is included in the Customer's license of the Licensed Programs for the term of the Agreement. Subscription includes free updates and new software versions and releases of the Licensed Programs and any Documentation.
- 4.2 Subscription also includes fixes for the standard products of the Licensed Programs and such fixes will normally be provided as part of the new versions. Any such new updates, new versions and releases are regarded as a part of the Licensed Programs. For fixes and updates to customized versions of the Licensed Programs and/or any installation or configuration work Symetri will charge the Customer according to Symetri's terms and conditions for consulting services.
- 4.3 Symetri offers support subject to Symetri's separate terms and conditions for support.

### **5. Access to Licensed Programs and Delivery**

- 5.1 Symetri will make the Licensed Programs and any Documentation available to the Customer, e.g. by download.
- 5.2 The Licensed Programs are delivered when made available to the Customer for download or when the Customer's licenses are otherwise activated by Symetri. The Licensed Programs are considered delivered regardless of whether the Customer actually has downloaded or used the Licensed Programs.
- 5.3 Installation and setup of the Licensed Programs and any Documentation may only be provided by Symetri subject to a separate written agreement between Symetri and the Customer for consulting services.
- 5.4 Symetri is not responsible for obtaining or maintaining any export license(s) that may be required for delivery.

### **6. Restricted use of the Licensed Programs**

- 6.1 The Customer shall only use the Licensed Programs for the agreed and intended use and in accordance with any Documentation and other instructions from Symetri. The Customer is responsible for complying with applicable law, regulations and guidelines issued by a competent authority when using the Licensed Programs or any Documentation.
- 6.2 The Customer shall not use or permit or encourage a third party to use the Licensed Programs in violation of these License Terms and shall be liable for any of its user's acts and use of the Licensed Programs and any Third Party Services. Especially the Customer shall not;
  - (a) let any person other than the permitted users (named user(s)) use the Licensed Programs;
  - (b) itself or with the assistance of third parties, examine, copy, reproduce, translate, decompile, repair, reverse engineer or modify the Licensed Programs or any Documentation except to the extent required to obtain interoperability with other independently created software or as otherwise permitted by mandatory law;
  - (c) merge (in whole or in part), bundle or distribute the Licensed Programs or any Documentation together with other software; or
  - (d) use the Licensed Programs (i) for any unlawful or other purpose for which it is not intended, including to transmit, upload or post any computer viruses or other harmful files or codes; (ii) in any way so that the functionality of the Licensed Programs are impaired, or in a way that is damaging or disruptive to other customers of

Symetri or their use of the Licensed Programs; (iii) in a manner that could be perceived as defamatory or offensive in any way; or (iv) in any other way that could reasonably be expected to affect Symetri or the Licensed Programs adversely or reflect negatively on the goodwill, name or reputation of Symetri or the Licensed Programs.

- 6.3 The number of permitted users may never be exceeded. The Customer shall immediately report to Symetri if the Customer needs to expand the number of permitted users.
- 6.4 Should the Customer not comply with the provisions of this Clause 6, Symetri assumes no responsibility or liability whatsoever for such adverse effects in relation to the Licensed Programs which actually or potentially occur as a consequence of such breach of the Customer's obligations under these License Terms. Furthermore, Symetri shall not assume any responsibility for any adverse effects in relation to the Licensed Programs resulting due to Customer's actions or a third party's breach of Clause 6.2(b) above.
- 6.5 If the Customer does not comply with the terms of the Agreement and does not make a correction within ten (10) days of Symetri notifying the Customer of the non-compliance, Symetri is entitled to suspend and/or cease providing the Licensed Programs until a correction has been made. The Customer shall indemnify Symetri for any costs or claims arising from the Customer's use of the Licensed Programs in violation of the terms of the Agreement.

## **7. Fees and Payment**

- 7.1 The Customer shall pay Symetri the fees, charges and other amounts specified in the Agreement. If the Parties have not agreed about any price in writing for a specific service or product Symetri's applicable standard fees and prices shall apply.
- 7.2 Symetri has the right to adjust any fees, charges and other amounts annually. Symetri shall inform the Customer of such changes ninety (90) days in advance.
- 7.3 In addition to Clause 7.2 above, Symetri may at any time adjust any prices subject to changes in regulations, taxes, fees or similar circumstances beyond Symetri's control. Symetri may also adjust any prices for third party products or services in case such third party adjusts its prices. Any such price adjustment shall have effect one (1) month after the date Symetri's notice was sent.
- 7.4 Any prices are exclusive of a) VAT and other applicable taxes and duties (which shall be paid by the

Customer in the manner and at the rate prescribed by law), and b) delivery, packaging, packing, shipping, carriage, insurance, travel, hotel and subsistence costs of materials and external services (which may be charged to the Customer at cost unless the Agreement provides otherwise).

- 7.5 Payment shall be made within thirty (30) days of the date of invoice. In case of late payment Symetri may, without prejudice to any other right or remedy available to Symetri, charge interest on the unpaid amount and collection charges in accordance with the applicable statutory rate. Symetri shall also have the right to a) decline to supply any products and services to the Customer, b) cancel the Agreement or treat the Agreement as having been cancelled by the Customer, and c) claim compensation for any loss or damage of any kind due to such late payment and/or cancellation of Agreement.

## **8. Audit**

- 8.1 Symetri shall have the right, at any time during the term of the Agreement and for a period of one (1) year thereafter, to have an independent audit firm selected by Symetri perform an audit to determine and verify that the Licensed Programs and any Documentation are used in compliance with the Agreement including these License Terms. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with the Customer's normal operations.
- 8.2 The audit will be conducted at Symetri's expense, unless the audit reveals an underpayment of license fees for the relevant period and/or if the audit reveals that Single User License or Multiuser License has been used by any other person than a named user in which case the Customer shall reimburse Symetri for all reasonable costs and expenses incurred by Symetri in connection with such audit, together with any applicable license fees. The Customer shall cooperate with any audit firm selected by Symetri and, inter alia, grant such audit firm access to the Customer's premises.

## **9. Confidentiality**

- 9.1 The content of the Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent shall not be unreasonably withheld).
- 9.2 All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a Party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other Party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with

the preparation, negotiation, entry into or performance of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement nor be disclosed by it to any third party without the prior written consent of the other Party (such consent shall not be unreasonably withheld).

- 9.3 The restrictions in Clause 9.1 and 9.2, respectively, shall not apply to information:
- (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under the Agreement;
  - (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by the Agreement;
  - (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
  - (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or
  - (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place provided that the Receiving Party notify the other Party of such disclosure in advance (unless legally prohibited) and limit the disclosure to what is legally required.

The Party using or disclosing any information or documentation with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

## 10. Personal Data

- 10.1 Under this Agreement Symetri has the right to collect and use technical information gathered from the Customer and/or its users in order to facilitate the functionality, identify support needs and improve the Licensed Programs. The technical information collected by Symetri may in some instances contain personal data. Symetri only process personal data in accordance with applicable EU data protection laws, and only to the extent necessary to fulfil the purposes of the collection.
- 10.2 When Symetri provides a license to the Customer and processes personal data as described in Clause 10.1 Symetri will not process personal data as a processor.

When providing the License Management Services Symetri is processing personal data on behalf of the Customer in accordance with Symetri's at any given time applicable data processing agreement available on Symetri's website and a separate data processing agreement (the "**Data Processing Agreement**") is hereby agreed between the Parties as a part of the Agreement. If Symetri processes personal data in other cases on behalf of the Customer, the Parties shall automatically be bound by the corresponding Data Processing Agreement.

- 10.3 The terms of any applicable Data Processing Agreement shall prevail over these License Terms regarding the processing of personal data.

## 11. Third Party Services

- 11.1 Symetri may from time to time, in addition to the Licensed Programs, offer or provide third party software, programs or services ("**Third Party Service(s)**") to the Customer as a part of, or separately from, the Licensed Programs. Symetri may act as a re-seller or as an agent to such third party. As regards to the Third Party Services the Customer may have to accept the license terms of such Third Party Service in order to use the Third Party Service.
- 11.2 The Customer acknowledges that (i) the Customer must use its own discretion when accessing, installing and using any Third Party Services; and (ii) the Customer's use of any Third Party Services will be governed by terms and conditions of an agreement between the Customer and the applicable third party (which may include fees and costs), to which Symetri is not a party. For the avoidance of doubt, in cases where Symetri acts as an agent to a third party, these License Terms are not applicable to the Customer's use of such Third Party Services and the Customer needs to enter into an agreement directly with the third party provider regarding license and subscription of such Third Party Services.
- 11.3 The Customer shall always use any Third Party Services in accordance with any agreements between the Customer and the applicable third parties as well as all relevant laws and regulations, and bears sole responsibility for such compliance. The Customer shall indemnify, defend, and hold harmless Symetri from and against any costs or claims, arising out of the Customer's use of any Third Party Services.
- 11.4 Symetri provides or offer Third Party Services "as is" without any responsibility whatsoever for the Third Party Services or the Customer's use of such Third Party Services. Symetri may at any time change or discontinue to offer Third Party Services.
- 11.5 Symetri is not responsible for any collection, transmission, disclosure, use or deletion of Customer's data by or through any Third Party Services or such third parties. Any processing of

personal data by third parties in connection with Third Party Services will be subject to data processing agreements to be entered into between the Customer and such third parties.

- 11.6 Symetri does not in any way warrant the functionality, quality, reliability, security, completeness, usefulness or non-infringement of a Third Party Service. Consequently, the Customer bears all risk associated with accessing, installing and using any Third Party Services. If not otherwise agreed between Symetri and the Customer, any support and maintenance of Third Party Service is to be provided by the applicable third parties, only, in accordance with the agreement between the Customer and such third party. Failure of applicable third parties to provide support, maintenance or other services shall not entitle the Customer to any refunds or other compensation by Symetri.
- 11.7 Any additional services provided by Symetri to the Customer in relation to Third Party Services, including but not limited to integrations or similar consulting services shall be governed by Symetri's general terms and conditions for consulting services.

## 12. Intellectual Property Rights

- 12.1 Any and all rights, including intellectual property rights, to the Licensed Programs and any Documentation, including but not limited to software, source code and any development or improvements specifically performed on behalf of the Customer are owned by Symetri and, as the case may be, Symetri's licensors. Except only as expressly stated herein, the Customer is not granted any license, right or franchise in respect of the Licensed Programs or any part thereof.
- 12.2 Unauthorized use or copy of the Licensed Programs constitutes unlawful infringement of intellectual property rights and may lead to liability for damages and other remedies in accordance with the legislation in force and/or the Agreement including these License Terms.

## 13. Infringement of Intellectual Property Rights

- 13.1 Subject to the limitation of liability defined in Clause 15, Symetri undertakes to defend, indemnify and hold harmless the Customer from and against any and all damages, costs and expenses payable by the Customer incurred as a result of any claim, suit or proceeding brought against the Customer by a third party based on the allegation that the use of the Licensed Programs constitutes an infringement of such third party's intellectual property rights; provided that Symetri has been notified without undue delay in writing of such claim, suit or proceeding and given authority, reasonable information, and assistance (to a reasonable extent

by the Customer and at Symetri's expense) to settle the claim or control the defence of any suit or proceeding. In the event and to the extent Symetri does not initiate and proceed with a defence in a professional manner, the Customer may take all necessary steps, at the expense of Symetri, to defend and settle the claim, in which case the Customer will inform Symetri in writing of any such legal actions taken. Before the Customer takes any such action it shall inform Symetri in writing and ensure Symetri is given time to initiate a defence.

- 13.2 If the Licensed Programs become, or in Symetri's opinion are likely to become, the subject of any such claim, suit or proceeding as referred to in Clause 13.1, Symetri shall, at its option and expense, either:
- (a) procure for the Customer the right to continue to use the Licensed Programs in accordance with the Agreement;
  - (b) replace the allegedly infringing parts of the Licensed Programs with non-infringing equivalents;
  - (c) modify the Licensed Programs so that it becomes non-infringing without detracting from function or performance; or
  - (d) if in Symetri's opinion none of the possibilities set out above are commercially feasible, terminate the Agreement and take back the infringing Licensing Programs and reimburse the license fee to the Customer, with a deduction of a reasonable sum in respect of the Customer's use of the Licensed Programs to the date of termination.
- 13.3 The obligations set forth in Clauses 13.1 and 13.2 shall not apply if the claim is caused by, or results from:
- (a) the Customer's combination or use of the Licensed Programs with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or non-modified or independent use of the Licensed Programs;
  - (b) modification of the Licensed Programs according to Customer's specification or by anyone other than Symetri if the Third Party claim would have been avoided by use of the unmodified Licensed Programs;
  - (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
  - (d) the Customer uses or has used the Licensed Programs in a manner not in accordance with the Agreement or Symetri's written instructions.

13.4 The remedies set forth above shall be the Customer's sole and exclusive remedies in case of a claim as referred to in Clause 13.1.

13.5 The Customer shall indemnify, defend and hold harmless Symetri from and against any and all damages, costs and expenses (including reasonable fees of attorneys and other professionals) incurred as a result of any claim, suit or proceeding brought against Symetri based on the allegation that the Customer's use of the Licensed Programs constitutes an infringement of any third party rights, including but not limited to, if such claim results from:

- (a) the Customer's combination or use of the Licensed Programs with software, services, or products developed by the Customer or third parties or based on the Customer's specification, if the claim would have been avoided by the non-combined or non-modified or independent use of the Licensed Programs;
- (b) modification of the Licensed Programs according to Customer's specification or by anyone other than Symetri if the Third Party claim would have been avoided by use of the unmodified Licensed Programs;
- (c) the Customer continues the allegedly infringing activity after being notified thereof or after being provided modifications or replacements that would have avoided the alleged infringement; or
- (d) the Customer uses or has used the Licensed Programs in a manner not in accordance with the Agreement or Symetri's written instructions.

#### 14. Limited Warranty

14.1 Symetri warrants for a period of six (6) months after delivery to the Customer, that the Licensed Programs, when used in accordance with any Documentation and in accordance with Symetri's instructions, will operate and function substantially in accordance with the Documentation.

14.2 In case of defects for which Symetri is liable according to the Agreement and during the period set out in Clause 14.1 above, Symetri shall at its own option, either a) provide an update, new version or rectify the defect b) replace the Licensed Programs with non-defect software; or c) refund the license fee received from the Customer for the defect Licensed Program. In order to be valid, claims for defects shall be made by the Customer in writing as soon as the defect is discovered and at latest three (3) months after the defect is discovered or should have been discovered.

14.3 Symetri is not liable for defects that are wholly or partly caused by the Customer, its personnel, any third party, or the computer environment used by the Customer, or wholly or partly a result of incorrect or

altered conditions for the Licensed Programs or any Documentation.

14.4 Except as expressly provided herein, the licensed programs are provided "as is" with no other warranties, representations, or guarantees whatsoever. All implied or statutory warranties, including without limitation, the warranties of merchantability, non-infringement, fitness for a particular purpose, custom, and usage in trade are expressly disclaimed to the fullest extent permitted by law. The remedies set forth above shall be the Customer's sole and exclusive remedies in case of any defects for which Symetri is liable.

14.5 The Customer assumes full responsibility for its use of the Licensed Programs and any information entered, used and stored therein as well as for ensuring that data is not inadvertently modified, deleted, destroyed or disclosed, and for the accuracy and integrity of the results of using the Licensed Programs. Symetri assumes no responsibility for the Customer's negligence or failure to take adequate measures to protect data from modification, deletion, destruction or disclosure.

14.6 The Customer is solely responsible for determining the appropriateness of using the Licensed Programs and any Documentation and assumes any risks associated with its exercise of permissions under this license.

#### 15. Limitation of Liability

15.1 Either Party shall in no event be liable for (i) any indirect, incidental, special, consequential, punitive or tort damages, nor (ii) for any loss of use or data, or production or for lost profits, savings or revenues of any kind (whether direct, indirect or consequential); no matter what theory of liability, even if the Party has been advised of the possibility of such damages. In addition, in no event shall Symetri's total liability for all damages, losses and causes of action exceed an amount equivalent to the lowest of a) the amount paid or payable by Customer to Symetri for the type of service or product causing the damage, loss or cause of action during one (1) year preceding the time of the event causing such damage, loss or cause of action, and b) EUR 100 000.

15.2 Any claim for compensation of any kind towards Symetri shall be notified to Symetri without undue delay and at latest three (3) months after the relevant service or product was delivered by or from Symetri, unless a specific warranty given prescribe a longer period.

15.3 The limitation of liability set forth in Clauses 15.1 and 15.2 does not apply in case of wilful misconduct or gross negligence.

15.4 For the avoidance of any doubt, Symetri assumes no liability whatsoever in relation to any Third Party Services, or the Customer's use thereof.

## 16. Force Majeure

If and to the extent that either Party's performance of its obligations under the Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably be expected to have taken into account at the time the Agreement was entered into, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

## 17. Term and Termination

17.1 The Agreement and the license rights granted thereunder shall be effective for an initial term of one (1) year unless otherwise is agreed between the Parties in writing. Unless terminated by either Party giving the other Party at least three (3) months written notice, the Agreement shall thereafter continue in effect until further notice with the same notice period.

17.2 If the Agreement is terminated any rights granted to the Customer pursuant to the Agreement shall automatically cease and the Customer shall cease any and all use of the Licensed Programs.

17.3 Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:

- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or
- (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

17.4 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

17.5 The provisions contained in the Agreement that are expressed or by their sense and context are intended to survive the termination of the Agreement, shall so survive, including but not limited to Clauses 9

(Confidentiality) 15 (Limitation of liability) and 19 (Disputes and governing law) in these License Terms and any clause that explicitly states that a Party's right under the Agreement shall be perpetual.

## 18. Miscellaneous

18.1 Symetri's waiver of any of its rights or remedies under the Agreement must be in writing and duly executed by Symetri. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

18.2 The Customer may not assign any of its rights or obligations under the Agreement without Symetri's prior written consent. Symetri may assign any of its rights or obligations under the Agreement without the Customer's prior consent, including Symetri's right to receive payment under this Agreement.

18.3 Symetri is entitled to sub-contract a third party to perform any of its obligations under the Agreement without the Customer's consent. Symetri is responsible for any, by Symetri, contracted subcontractor's performance as for Symetri's own work, as had Symetri itself acted or omitted to act.

18.4 Changes and additions to the Agreement, including to this Clause 18.4, must be in writing and duly executed by the Parties. Notwithstanding the foregoing, Symetri may make amendments to these License Terms with three (3) months' written notice to the Customer.

18.5 The Agreement contains the entire Agreement between the Parties with respect of the subject matter thereof, and supersedes all prior or contemporaneous Agreements or understandings, whether oral or written.

18.6 All correspondence and notifications pursuant to the Agreement shall be in writing.

## 19. Disputes and Governing Law

19.1 Any dispute, controversy or claim arising out of, or in connection with, the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules then in effect. The place of arbitration shall be New York, New York. The language to be used in the arbitration proceeding shall be English (unless otherwise is agreed by the disputing parties).

19.2 All arbitral proceeding conducted pursuant to Clause 19.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made



or declared in the course of any such proceeding shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award, nor be disclosed to any third party without the prior written consent of the Party which the information relates.

19.3 Notwithstanding the foregoing, Symetri may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The Parties do hereby accept that the jurisdiction of such court shall apply for such purpose.

19.4 The Agreement shall be governed by and construed in accordance with the laws of New York.