# LICENSE TERMS

These license terms are an agreement between Cryptify AB, a private limited liability company incorporated under the laws of Sweden, Reg No 556896-9090, having its registered address at, Södra Torggatan 6, 434 30 Kungsbacka, Sweden, (hereinafter referred to as "Cryptify ") and you ("Licensee").

Cryptify and Licensee are hereinafter also jointly called "Parties" and individually referred to as "Party".

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

**PREAMBLE**

**Whereas**, Cryptify is engaged in the development, manufacturing and sale of secure communications products and services;

**Whereas**, the Licensee wishes to use certain products and services of Cryptify's secure communication portfolio, and Cryptify is willing to license such products and services to the Licensee in accordance with the terms and conditions set out herein.

**NOW, THEREFORE**, the Parties hereby agree as follows.

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**<u>Appendices</u>**

Appendix A            -  Licensed Programs, Services and Documentation.

1          DEFINITIONS

For the purpose of this license terms agreement capitalized terms used, whether in singular or in plural and not otherwise defined herein, shall having the following meanings:

**"Intellectual Property Rights"** shall mean any and all patents, patent applications, including with respect to patents any patent rights granted upon any reissue, division, continuation or continuation-in-part applications now or hereafter filed, utility models issued or pending, registered and unregistered design rights, copyrights (including the copyright on software in any code), registered and unregistered trademarks, trade secrets and proprietary know-how, mask work, and any other similar statutory intellectual property or industrial rights, as well as applications for any such rights;

"**License Agreement"** shall mean this License Terms agreement and its Appendices;

**"Licensed Documentation"** means the product documentation provided by Cryptify under this License Agreement.

**"Licensed Programs"** means the software programs provided by Cryptify under this License Agreement. Licensed Programs include software programs and updates/ upgrades thereof provided in object code and/or binary code and all copies and parts of such software programs, regardless of media used.

**"Licensed Services"** means the service provided by Cryptify under this License Agreement.

**"Licensed Programs, Services and Documentation"** means the Licensed Programs and Licensed Services and Licensed Documentation as further described in Appendix A (Licensed Programs, Services and Documentation), and Appendix B (Support Service Terms).

2          LICENSE

2.1        Cryptify hereby grants to Licensee a limited, non-assignable, non-exclusive, non-transferable, non-sublicensable right to install, use, access, display and run one copy of the Licensed Programs on a single computer, such as a workstation, terminal or other device.

2.2        Licensee may not alter, change, modify, adapt, copy, create derivative works of or otherwise use or sub-license the Licensed Programs, Services and Documentations or any part thereof other than expressly permitted herein. Moreover, the Licensee shall not be entitled to remove any trademark, trade name, copyright notices, warning legends or other markings from the Licensed Programs, Services and Documentations and or parts thereof.

2.3        Further, the Licensee may not assign, delegate, sublicense, pledge or otherwise transfer this license, or any of its rights or obligations hereunder to any third party other than what is expressly permitted in accordance with this License Agreement.

2.4        For the avoidance of any doubt, Cryptify shall retain on behalf of itself or the original owner all right, title and interest to any Intellectual Property Rights in the Licensed Programs, Services and Documentations and title to copies of any or all media bearing the Licensed Programs, Services and

Documentations or any part thereof and the Licensee acquires no rights of whatever nature under this License Agreement to any Cryptify Intellectual Property Rights or other rights other than the limited license rights expressly set forth herein.

3          WARRANTY DISCLAIMER

3.1        Cryptify expressly disclaims any warranty for the Licensed Programs, Services and Documentations. The Licensed Programs, Services and Documentations are provided 'AS IS' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose.

3.2        Cryptify does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Licensed Programs, Services and Documentations.

3.3        Cryptify hereby disclaims any liability for any claims of infringements of any Intellectual Property Rights and shall have no responsibility whatsoever to indemnify the Licensee against actions or claims for infringement of any Intellectual Property Right brought by a third party by reason of the Licensee's use of the Licensed Programs, Services and Documentations.

4          LIMITATION OF LIABILITY

4.1        IN NO EVENT SHALL CRYPTIFY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE TO LICENSEE OR ANY THIRD PARTY IN ANY RESPECT FOR ANY COSTS OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE THE LICENSED PROGRAMS, SERVICES AND DOCUMENTATIONS INCLUDING WITHOUT LIMITATION ANY ACTUAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, USE, DATA, GOODWILL OR BUSINESS OPPORTUNITIES OF ANY KIND OR NATURE WHATSOEVER, ARISING IN ANY MANNER FROM ANY CAUSE OF ACTION OR CLAIM RELATING TO THIS LICENSE AGREEMENT OR TO THE LICENSED PROGRAMS, SERVICES AND DOCUMENTATIONS OR TO THE USE OR INSTALLATION OF THE LICENSED PROGRAMS, SERVICES AND DOCUMENTATIONS.

5          INTELLECTUAL PROPERTY RIGHTS

5.1        All service marks, logos, trade names, trade dress, and trademarks of Cryptify (collectively "Marks") incorporated into the Licensed Programs, Services and Documentations are the exclusive property of Cryptify, or Cryptify's suppliers, and nothing in this License Agreement shall grant the Licensee a license to use such Marks. All intellectual property rights in the Licensed Programs, Services and Documentations, including without limitation all computer code, audio, graphics, multimedia, images, sounds, and text incorporated into the Licensed Programs, Services and Documentations, are owned exclusively by Cryptify, or Cryptify's suppliers, and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any unauthorized use or appropriation of the intellectual property embodied in or incorporated into

the Licensed Programs, Services and Documentations is expressly prohibited by law and may result in severe civil and criminal penalties.

6 CONFIDENTIALITY

6.1 All disclosure of information, orally, visually or otherwise, under this License Agreement will be deemed to be confidential and proprietary unless specifically designated as non-confidential at the time of disclosure or by nature obviously is non-confidential or non-proprietary.

6.2 The Licensee specifically acknowledges and agrees the Licensed Programs, Services and Documentations and any and all parts thereof are of utmost confidential and importance to Cryptify, and that any disclosure thereof by Licensee to unauthorized persons and or any use of the Licensed Programs, Services and Documentations and or parts thereof in conflict with the terms and conditions of this License Agreement could subject Cryptify to substantial and irreparable harm.

6.3 Except as provided below in this Article 6 (Confidentiality), the receiving party of such confidential information agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, confidential information so received, and shall not make use of or copy such confidential information, except for the purpose of this License Agreement. Such confidential information may be disclosed only to such of the employees, consultants and subcontractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party materially similar to this Article 6 (Confidentiality).

6.4 If the receiving party has disclosed confidential information to any third party in accordance with Article 6.3, and if the receiving party learns that the said third party has violated the relevant confidentiality undertakings, then the receiving party shall promptly act and initiate any actions (including legal actions) needed vis-à-vis the third party in order to remedy the situation.

6.5 This commitment shall impose no obligation upon the parties with respect to any portion of such information that:

   a) was known to the receiving party prior to its receipt from the other party;
   b) is now or which (through no act of failure on the part of the receiving party) becomes generally known;
   c) is supplied to receiving party by a third party which the receiving party in good faith believes is free to make such disclosure and without restriction on disclosure;
   d) is disclosed by the disclosing party to a third party generally, without restriction on disclosure; or
   e) is independently developed by the receiving party without use of any confidential information provided by the disclosing party.

6.6     The obligations of confidentiality set out in this Article 7 (CONFIDENTIALITY), shall be survive the termination of this License Agreement for a period of five (5) years.

7       TERM AND TERMINATION

7.1     Either Party may terminate this License Agreement by notice in writing to the other Party on the occurrence of any of the following events:

        a)      If the other Party has committed a material breach of this License Agreement, and not rectified the same within a thirty (30) days time period after receipt of a written notice from the other Party specifying the breach.

        b)      If the other Party shall pass a resolution, or any competent court shall make an order, that the other Party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed and such order/appointment is not revoked within thirty (30) days or if it otherwise is reasonably likely that the other Party is insolvent.

        c)      In the case of any breach by the Licensee of Article 2 (LICENSE) or Article 6 (CONFIDENTIALITY) above.

7.2     Upon termination of this License Agreement, the license granted hereunder shall immediately terminate and any and all parts of the Licensed Programs, Services and Documentations shall as soon as possible be destroyed and Licensee shall certify in writing to Cryptify, that such return and or destruction has occurred.

8       SUCCESSORS AND ASSIGNS

8.1     All references in this License Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this License Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

9       NO IMPLIED WAIVER

9.1     The failure of either Party to insist on strict performance of any covenant or obligation under this License Agreement regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this License Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10      GOVERNING LAW AND DISPUTES

10.1    This License Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law rules.

10.2    The English language shall be used in all documents and correspondence related to this License Agreement.

10.3    All disputes, differences or questions arising out of or in connection with this License Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The arbitral proceedings shall be conducted in the English language and shall take place in Gothenburg, Sweden. All awards are binding and may if necessary be enforced by any court having jurisdiction in the same manner as a judgement in such court.

10.4    The Parties undertake and agree that all arbitral proceedings conducted under this Article 10 shall be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

10.5    Notwithstanding the aforesaid, nothing in this Article 10 shall prevent the Parties from seeking any interim or final injunctive or equitable relief by a court of competent jurisdiction.


11      SEVERABILITY

11.1    Whenever possible, each provision of this License Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this License Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.


12      ENTIRE AGREEMENT

12.1    This License Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.


13      HEADINGS

13.1    Headings used in this License Agreement are provided for convenience only and shall not be used to construe meaning or intent.


14      SURVIVAL

14.1    Those provisions in this License Agreement, which by their nature need to survive the termination or expiration of this License Agreement, shall survive termination or expiration of this Licence Agreement.

Appendix A (Licensed Programs, Services and Documentation).

# 1 Licensed Programs / Software

## 1.1 End-User licenses

### 1.1.1 Basic End-User license

The Basic End-User license includes necessary capabilities to communicate securely using voice and messaging.

| No. | Name | Description | Validity | Price Per |
|---|---|---|---|---|
| 01-0200 | Basic End-User license | RTU one installation of the Cryptify Caller Application Software. Basic End-User license does not cover optional End-User features. | Perpetual | End-User |

### 1.1.2 Optional End-User features

Cryptify offers optional End-User features, licensed and purchased separately from the Basic End-User license.

Optional End-User features can be purchased independent of each other.

| No. | Name | Description | Validity | Price Per |
|---|---|---|---|---|
| | | | | End-User |

## 1.2 System licenses

| No. | Name | Description | Validity | Price Per |
|---|---|---|---|---|
| 01-0100 | CMS license | RTU one installation of the Cryptify Management System Software | Perpetual | Security Domain |
| 01-0300 | CRS license | RTU one installation of the Cryptify Rendezvous Server Software | Perpetual | System |
| 01-0401 | CIG SMALL | RTU one installation of the SMALL Cryptify Interconnect Gateway ("CIG-S"). One CIG-S can handle maximum 200 End-Users in the Security Domain. | Perpetual | CIG-S |
| 01-0402 | CIG MEDIUM | RTU one installation of the MEDIUM Cryptify Interconnect Gateway ("CIG-M"). One CIG-M can handle maximum 500 End-Users in the Security Domain. | Perpetual | CIG-M |
| 01-0403 | CIG LARGE | RTU one installation of the LARGE Cryptify Interconnect Gateway ("CIG-L"). One CIG-L can handle maximum 1000 End-Users in the Security Domain. | Perpetual | CIG-L |
| 01-0412 | Upgrade CIG-S to CIG-M | Upgrade from CIG-S to CIG-M | Perpetual | CIG-S |
| 01-0413 | Upgrade CIG-M to CIG-L | Upgrade from CIG-M to CIG-L | Perpetual | CIG-M |

# 2 Services

| No. | Name | Description | Price Per |
|---|---|---|---|
| 02-0100 | Support | Support Service including rights to Software upgrades containing corrections, and support during office hours. | Month |