

MODELON SOFTWARE LICENSE TERMS & CONDITIONS

These terms and conditions shall apply between Modelon AB, reg. no. 556672-3010, located at Ideon Science Park, SE-223 70 Lund, Sweden (hereinafter “**Modelon**”), and the legal entity that has entered into this agreement as licensee (hereinafter “**Licensee**”). Modelon provides software and support services pursuant of Licensee accepting this Agreement.

These terms and conditions constitute an integral part of the Agreement entered into between the parties. In case of conflict between provisions of the Agreement and these general terms and conditions, the Agreement shall govern.

You understand that, if you purchased software from an authorised reseller of Modelon, that reseller is not Modelon’s agent and is not authorised to make any representations, conditions or warranties, statutory or otherwise, on Modelon’s behalf nor to vary any of the terms or conditions of the Agreement.

1. DEFINITIONS

Agreement means the agreement entered into between the parties, comprising of the Quote, these general license purchase conditions and any appendices, as applicable.

Agreed Start Date means the date on which the Service shall be available to the Licensee in accordance with the Agreement.

Documentation means, at any time, the current user documentation in any form or media as made available by Modelon for use in connection with Software.

Error means a material malfunction in the performance of a Software, as performance is described in its Documentation, and which is reported in accordance with the applicable support policy and reproducible by Modelon.

Export Option means a Software option that allows and enables the creation of Library Derivative Work that operates without License Keys or License Management System.

Library Derivative Work means work in source or binary form that Licensee has derived from Licensed Libraries (including, without limitation, by incorporating, translating, or modifying, in whole or in part, any such Licensed Libraries), and which may incorporate substantial additional intellectual property and/or know-how compared with the Licensed Libraries, and which in source code or human readable format is either (i) dependent on Licensed Libraries, or (ii) automatically generated by Software, and which would constitute copyright infringement if made without Modelon’s authorization. For the avoidance of doubt, a Licensee work in binary form incorporating in whole or in part one or more Licensed Libraries provided with the Software shall be considered as a Library Derivative Work of said one or more Licensed Libraries.

License Keys means unique authorization code(s) accepted by the License Management System which enable the use of the Software.

License Management System means the license control and distribution software that accompanies the Software and limits its use in accordance with this Agreement.

Licensed Libraries means the part of Software licensed with the purpose of use for Licensee to create Library Derivative Work.

Licensee Data means any data or other information, including personal data, that the Licensee, or another party on the Licensee’s behalf, submitted to Modelon as a result of SaaS.

Malicious Code means harmful code, files, scripts or programs such as worms, time bombs or Trojan horses.

Machine(s) means computer equipment i) belonging to Licensee or under its sole control or supervision, ii) located on Licensee’s premises (provided when applicable that employees of Licensee may occasionally use laptop computers or other mobile devices outside Licensee’s premises) and iii) on which the Software is used.

Object Code means computer-programming code, substantially or entirely in binary form, which is directly executable by a computer.

Release means a periodic update of the same version of a Software if and when made generally available to the market.

SaaS means provision of Software as a service.

Services means each service which Modelon, pursuant to the Agreement, shall make available to the Licensee and any subsequent changes thereof (i.e. licensing of the Software and provision of any Support Service, as applicable).

Site means the agreed physical location(s) of the Machine(s) where the Software is licensed and installed or (in the case of SaaS) accessed. Unless otherwise specified in this Agreement, the Site is the premises of the Licensee.

Software means the data processing program provided to Licensee pursuant to a Quote, together with all Releases, including the Documentation unless the context requires otherwise.

Support Service means the maintenance, enhancement and/or other support services referred to in Section 6 of this Agreement.

Third Party Software shall mean software components or software products that may be delivered together with the Modelon products but that is not included in the Software.

Users means (a) individual employees of Licensee, or (b) individual employees of Licensee’s consultants or subcontractors who

have been granted access to the Software by Modelon and work for the exclusive internal needs of Licensee.

Quote means a document, signed or otherwise accepted by Licensee and Modelon, containing a quote for Software made to Licensee by Modelon including details on license model, payment regime, Agreed Start Date and limitations on Users, as applicable.

2. GRANT OF LICENSE

2.1 Modelon grants to Licensee a non-exclusive, non-transferable right and license to use the Software, as specified in the Quote.

2.2 Modelon grants to Licensee a non-exclusive, non-transferable license to distribute Library Derivative Works to third parties exclusively in Object Code form and with Modelon's License Management System intact.

2.3 If available, and as specified in the Quote as an Export Option, Licensee may use and distribute certain elements of the Software without License Keys and License Management System.

2.4 The Licensee grants to Modelon the non-exclusive, non-transferable, irrevocable right to use any Licensee Data that is not personal data, for the sole purpose of performing Modelon's obligations under the Agreement and of improving and optimizing the Software and specific functionalities thereof, including for bug fixing, testing and rectifying defects as well as for statistical analyses.

3. MODELON'S UNDERTAKING

3.1 Modelon shall provide the Service from the Agreed Start Date at the Site in accordance with the terms and conditions of the Agreement and provide the agreed Support Services as well as any Personal Data Processing Agreement.

3.2 Modelon may from time to time carry out upgrades, updates, modifications or amendments to any Software provided under this agreement at Modelon's sole discretion. Any such upgrade, update, modification or amendment is considered part of the Software and subject to this Agreement.

3.3 Certain Software may contain Third Party Software to which specific terms and conditions apply. The current specific terms for Third Party Software are available on request. Licensee warrants that it has full knowledge of such specific terms for Third Party Software, and agrees to be bound by and to comply with such terms.

3.4 Modelon will use commercially reasonable efforts to provide continuous access to the Service. However, Licensee's access to the SaaS Service may temporarily be suspended for the duration of scheduled maintenance or any other unavailability of the Software for any reason, including power outages, system failures or similar. Modelon also reserves the right to temporarily suspend the Licensee's access to Software to safeguard Modelon and Licensee from unlawful or fraudulent activities.

4. LICENSEE'S UNDERTAKING

In order for Modelon to be able to perform its obligations under the Agreement, the Licensee is responsible for the following:

- a) Licensee shall review Documentation provided by Modelon and make decisions regarding the approval of such documentation, and otherwise provide the information necessary for Modelon to perform its obligations under the Agreement.
- b) The Licensee is responsible for any hardware and/or software which Modelon has stated is required to use the Service, or which otherwise is clearly required for such use.
- c) The Licensee is responsible for any faults and defects in the Licensees software.
- d) The Licensee is responsible for the backup of the Licensee Data.
- e) The Licensee shall ensure that (i) the Licensee Data is free from Malicious Code; (ii) the Licensee Data is provided in the agreed format; and (iii) the Licensees Data otherwise cannot damage or interfere with the Service.
- f) The Licensee shall ensure that log-in information, security methods and other information provided by Modelon for access to the Service are handled confidentially.
- g) The Licensee shall notify Modelon immediately upon discovery of any infringements or attempted infringements that might affect the Service

5. LICENSEE'S USE OF THE SERVICE

5.1 Software may only be operated by Users for Licensee's internal use and in accordance with the Documentation and this Agreement.

5.2 Licenses that have been assigned to a User on an individual basis may not be shared or used by anyone other than the User that it is assigned to.

5.3 In particular, Users shall not:

- a) Attempt to copy, alter, modify, adapt, translate, or create derivative works of the Software or Documentation;
- b) Attempt to remove or alter any proprietary notice or legends appearing in the Service, Software, or Documentation;
- c) Analyze the Service, Software or Documentation for purposes competitive to Modelon, or access or otherwise use the Service, Software or Documentation in order to build a similar or competitive service offering;
- d) Attempt to reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Software, or create derivative works, compilations, or collective works thereof;
- e) Attempt to use any component of the Software on a standalone basis;
- f) Attempt to export the Service, Software, or Documentation;
- g) Disclose or make any Password(s) available to any other person;
- h) Allow unauthorized access to, or use of, the Service;
- i) Use any robot, spider, scraper or other automated means to access the Service, or use any data mining, data gathering or extraction method;

- j) Upload, post, email or otherwise send or transmit any material, including any software viruses or other computer code, files or programs, designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service;
- k) Use the Service or Software in any unauthorized or inappropriate way whatsoever, as determined in Modelon's reasonable judgment, including but not limited to, by trespass or burdening network capacity;
- l) Use the Service in any manner to, in Modelon's sole judgment, harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other part; and
- m) Post for public viewing content that violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability, or that is in Modelon's sole judgment defamatory, vulgar, obscene, libelous, objectionable or inappropriate, or likely to promote illegal, harmful or objectionable activities.

5.4 If the Software is installed on Site, Licensee may make the necessary number of copies of the Software for installation and one copy for back-up per Machine in support of Licensee's authorized use as described above.

5.5 Modelon may provide trial and free versions of the Software. Trial versions are time-limited and are used for evaluation purposes. Free versions may be used only for non-commercial purposes. If Licensee uses a trial or free version of Software outside of aforementioned context, then the Licensee agrees to upgrade to a full version of the Software. Trial and free versions used out of their context is subject to the terms and conditions of this Agreement.

6. SUPPORT SERVICES

6.1 Modelon or any third party designated by Modelon, as applicable, will provide Support Services for Software provided under this Agreement, subject to payment by Licensee of all applicable charges, as follows and as further detailed below:

- a) Licensee shall be entitled to receive maintenance and Releases for Software. Each Release will be supported for a minimum period of twelve (12) months from the date such Release has been made publicly available.
- b) Licensee may report Errors related to the Software identified as supported on Modelon's Support Services website to Modelon.
- c) Modelon shall be the primary point of contact of Licensee for collecting, qualifying, and managing Licensee's incident reports. In the event Modelon appoints a third party to be such primary contact, that third party shall be responsible for redirecting the reports of incidents qualified as Errors to Modelon. Modelon may terminate Support Service for any Software starting twelve (12) months after the announcement date of the withdrawal of such Software from marketing.

6.2 Licensee may terminate access to Support Services for perpetual licenses, subject to the following conditions: (i) Licensee shall notify thereof Modelon at least one (1) month prior to the end of a subscription period as set out in section 9.2 below and (ii) such termination shall apply to Support Services related to all licenses of a given Software held by Licensee. In such case (i) Licensee shall have no further obligation to pay the Support Services fees related to the corresponding Software, (ii) Licensee shall duly certify in writing to Modelon that all copies, whether in whole or in part, of all Releases of the Software and associated Documentation other than those of the latest Release of the Software installed by Licensee, have been duly destroyed or returned to Modelon and (iii) Support Service for such Software will terminate at the expiration of the then current term. Subject to payment by Licensee of the then applicable process charge, Modelon will deliver the license keys necessary for Licensee to operate its perpetual licenses. Modelon shall have no further obligation to provide any service or deliver any Release in support of any such licenses, including for operation of the licenses in their hardware or software environment. Licensee may reinstate access to Support Service, provided such reinstatement is activated for all licenses of a given Software held by Licensee, and Licensee pays a reinstatement charge of an amount equal to one hundred and fifty percent (150 %) of all Support Service fees that would have been due from the date of termination of access to the Support Services to the date of reinstatement of such Support Services.

7. PERSONAL DATA PROCESSING

In case the agreed Service involves SaaS, the provisions of the appended Personal Data Processing Agreement shall apply to Modelon's processing of personal data on behalf of the Licensee.

8. MARKETING

Licensee agrees to be identified as a customer of Modelon and that Modelon may refer to Licensee by name, trade name and trademark, if applicable, and may briefly describe Licensee's business in Modelon's marketing materials, on Modelon's web site, and in public documents. Licensee hereby grants Modelon a license to use Licensee's name and any of Licensee's trade names and trademarks solely pursuant to this marketing section.

9. PRICE AND PAYMENT

- 9.1 In consideration of the Services provided under this Agreement, the Licensee shall pay the fees applicable to each provided Service at the price identified in the Quote.
- 9.2 Unless otherwise specified in the Quote, Payment for the Service shall be made on a subscription basis. The subscription fee for the Service will be invoiced at the beginning of the subscription period, starting on the Agreed Start Date, and each anniversary date thereafter, unless the subscription is cancelled by the Licensee by providing written notice to Modelon one (1) month prior to each anniversary date of the subscription.
- 9.3 Modelon reserves the right to adjust pricing for the Service or any components thereof in any manner and at any time as Modelon may determine in its sole and absolute discretion. Any price changes to the Service will take effect following notice by Modelon via email or notification within the Service.
- 9.4 All prices are exclusive of taxes. Licensee shall be responsible for payment of any and all taxes, duties, excises, import VAT or similar charges of any nature whatsoever that are levied, assessed, charged, withheld, or collected for or in connection with Services provided hereunder or otherwise arising in

connection with this Agreement, but excluding taxes based on Modelon's net income. If Licensee is or may be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of any payment due to Modelon pursuant to this Agreement, then the sum payable to Modelon will be increased by the amount necessary to yield to Modelon an amount equal to the sum it would have received had no withholdings or deductions been made.

9.5 Payment by the Licensee shall be made within thirty (30) days after the Licensee's receipt of Modelon's invoice. Late payment shall carry interest according to the Swedish Interest Act (Sw. "Räntelagen").

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of and all intellectual property rights in the Software and associated Documentation vest exclusively in Modelon and, as the case may be, its suppliers. Except only as expressly stated herein, Licensee is not granted any license, right or franchise with respect to the Software or any part thereof.

10.2 As between Modelon and the Licensee, the Licensee retains all rights to Licensee Data.

10.3 Licensee recognizes that the methodologies, techniques, expressions, ideas and concepts contained in or expressed within the Software and associated Documentation are proprietary information or trade secrets of Modelon or other owner.

10.4. Modelon recognizes that all methodologies, techniques, ideas, developments and concepts that are developed by the Licensee in the software and simulated on Modelon-hosted cloud ('Licensee developments') are proprietary information and trade secrets of the Licensee. Modelon shall only use the Licensee developments for the purpose of this Agreement, shall not disclose them to any third party, and shall treat such developments as confidential information. The confidentiality obligation herein shall survive any termination of this Agreement, and remains in force for a period of one (1) year following termination.

11. INFRINGEMENT

11.1 Modelon shall indemnify and hold the Licensee harmless against any liability, cost, loss or expense resulting from a third party claim alleging that the Software or any portion thereof, infringes any copyright, patent, trade secret or other intellectual property right of such third party, provided that:

- a) Modelon shall be entitled to defend the action on behalf of the Licensee at its own expense, including the right to select legal representation;
- b) Modelon is given prompt written notice of such a claim;
- c) the Licensee provides Modelon with all reasonably requested assistance in defending the claim; and
- d) the Licensee has not entered into any negotiations with the third party.

Such indemnification is limited to costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent

jurisdiction or agreed to in a written settlement agreement signed by Modelon arising out of such claim.

11.2 The foregoing indemnification does not extend to any claim resulting from modification, adaptation or combination of the Software with other material (whether or not allowed within the remaining terms of this Agreement), to the extent that the claim would not otherwise have arisen.

12. WARRANTIES, LIMITATION AND DISCLAIMER OF WARRANTIES

12.1 Modelon warrants for 90 days from Agreed Start Date (the "Warranty Period") that the Release of any Software will materially conform to its Documentation, provided that it is properly used in the operating environment specified by Modelon. If such Release of the Software does not conform, Modelon will attempt to make the Software perform as warranted. If after sixty (60) days from notice by Licensee of the non-conformity received within the Warranty Period, Modelon has not provided a conforming Software, Licensee's exclusive remedy and Modelon's entire liability for any breach of such warranty is for Licensee to terminate the license related to the non-conforming Software within thirty (30) days after such sixty day (60) period and obtain a refund of paid charges for such Software.

12.2 To the maximum extent permitted by applicable law, the foregoing warranties are in lieu of and exclude all other warranties, representations or conditions for the software or Support Service, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for purpose, title or non-infringement.

12.3 Modelon does not warrant that the functions of Software will meet Licensee's requirements or will enable it to attain the objectives Licensee has set for itself, or that they will operate in the combination or environment selected for use by Licensee, or that the operation of the Software will be uninterrupted or free of Errors.

13. LIMITATION OF LIABILITY

13.1 Modelon's liability to licensee, for any claims in anyway arising from or in connection with the subject matter of this agreement, whether based in contract or other theory of liability is limited as follows:

13.2 Modelon's liability for direct damages shall not exceed in the aggregate the amount corresponding to charges paid by licensee to Modelon in the preceding twelve month period prior to the occurrence of the cause of action giving rise to the claim for the use of the software which caused the damages.

13.3 Modelon shall not have any liability in respect of any claims for indirect damages, including claims for lost profits, business interruption and loss of data, whether or not Modelon has been advised of the possibility of such damages.

13.4 All legal actions against Modelon must be filed with the appropriate judicial jurisdiction within two (2) years after the cause of action has arisen.

14. EXPORT AND REEXPORT LAWS AND REGULATIONS

Export to the Licensee of Software and Documentation is subject to all applicable countries' export and re-export laws and regulations. Licensee shall provide Modelon with all necessary assistance for any application for such authorizations, licenses and other approvals, or other documentation related to the export or re-export of Software. Modelon shall have no liability whatsoever towards Licensee if

such authorizations, licenses or approvals are not obtained. Licensee shall not export or re-export, either directly or indirectly, Software or Documentation when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval. Licensee hereby certifies to Licensor that the Software ordered hereunder will not be used in any nuclear, chemical, biological, weapons or missile delivery systems and will not be diverted to any country, company or individual that is prohibited by the applicable export laws of any country.

15. TERM AND TERMINATION

15.1 The Agreement shall come into force when it has been signed by duly representatives of both Parties and shall remain in full force and effect until the expiration of all licenses granted under this Agreement.

15.2 In addition to any termination rights regulated elsewhere each party shall be entitled to terminate the Agreement with immediate effect in case (i) the other party commits a material breach of the Agreement and fails to remedy such breach – if capable of remedy – within one (1) month after the non-breaching Party's written notice regarding the said breach; or (ii) the other Party is placed in bankruptcy, enters into composition negotiations with its creditors, enters into liquidation, applies for or is subject to financial reorganisation or otherwise is or may be assumed to be insolvent.

15.3 Upon expiration or termination of this Agreement, or of any licenses granted, Licensee shall immediately destroy or return all copies of the terminated or expired Software and associated Documentation in their entirety and shall no longer have access to Support Services. Expiration or termination of this Agreement, or of any license or Support Services, shall not relieve Licensee of its obligation to pay all fees that have accrued or are otherwise owed by Licensee under this Agreement. Licensee shall not be entitled to any refund or credit for early cancellation or termination of any licenses or services for convenience.

15.4 Licensee acknowledges that Modelon has the right to permanently delete any Licensee Data subsequent to termination. Licensee is responsible for exporting any Licensee Data.

16. FORCE MAJEURE

A Party shall be entitled to suspend the performance of its obligations under the Agreement to extent the performance is prevented due to Force Majeure. Performance shall be resumed as soon as the Force Majeure circumstance ceases to affect the performance. A Party whose performance is affected by Force Majeure shall promptly notify the other Party in writing, failing which its right to suspend the performance shall be barred. If either Party's performance of any of its obligations under the Agreement is suspended, in accordance with this clause, for a consecutive period of 120 days, the other Party shall be entitled to terminate the Agreement, in whole or in part, by notice in writing to the Party whose performance has been suspended.

17. AUDIT

During the term of this Agreement, Licensee shall establish and maintain accurate information records relating to the use, and when applicable, destruction of the Software, and keep such records available for a

period of three (3) years after the term of this Agreement. During the term of this Agreement and for a period of three (3) years thereafter, Modelon shall have the right at any time, at its own expense and under reasonable conditions of time and place, to audit and copy these records.

18. MISCELLANEOUS

18.1 Notification of any breach of contract shall be made without undue delay. Any claim for compensation in respect of damage shall be made in writing no later than one (1) year from the date on which the damage was or should have been noted by the claimant.

18.2 Any amendment to or modification of this Agreement shall be valid only if made in writing and signed by both Parties.

18.3 Any omission by either Party to exercise its rights and remedies under this Agreement on any occasion shall not constitute a waiver of such rights and remedies on other occasions. Any waiver must be made in writing in order to be valid.

18.4 This Agreement contains the entire agreement between the Parties concerning the license to the Software and supersedes any previous written or oral agreement between the Parties in relation to the subject matter dealt with herein.

18.5 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall to that extent be deemed not to form a part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected, provided that the remaining terms of the Agreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

18.6 All provisions of this Agreement which by their nature should survive, shall survive termination of the Service, including without limitation warranty disclaimers and limitation of liability.

19. GOVERNING LAW AND JURISDICTION

19.1 The Agreement shall be governed by the substantive laws of Sweden, however without regard to its rules regarding conflict of laws.

19.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). Where the amount in dispute does not exceed EUR 100 000 the SCC's Rules for Expedited Arbitrations shall apply. Where the amount in dispute exceeds EUR 100 000 the Arbitration Rules of the SCC shall apply. Where the amount in dispute exceeds EUR 100 000 but not EUR 1 000 000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 1 000 000 the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the Claimant's claims in the Request for Arbitration and any counterclaims in the Respondent's reply to the Request for Arbitration. The place of arbitration shall be Lund, Sweden and the language shall be English. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause (including any information disclosed during such proceedings as well as any decision or award that is made or declared during such proceedings) will be kept confidential.

19.3 Licensee acknowledges and agrees that the paragraph above shall not prevent, restrict or otherwise limit in any manner, Modelon's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.