

## NOK9 INTERNET SERVICES AGREEMENT

This internet services agreement (the “**Agreement**”) governs your access to and use of the NOK9 Services (as defined below) and is made between NOK9 AB or, as applicable and stated in connection with your acceptance of these terms, its affiliate, (hereinafter “**NOK9**”, “**we**” or “**us**”) and you or the entity you represent (“**you**”) (each a “**Party**” and jointly the “**Parties**”). An authorized user shall mean any of your employees and other individuals whom you authorize to use the NOK9 Services in accordance with this Agreement (“**Authorized User**”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the relevant NOK9 Services (the “**Effective Date**”). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. The obligations and liabilities of NOK9 AB or, as applicable, its affiliate shall not be joint and several and NOK9 AB or an affiliate shall only be liable when being a Party to this Agreement.

### 1 THE NOK9 SERVICES

- 1.1 NOK9 has made certain services available online (the “**NOK9 Services**”) on different NOK9-websites (any website ending with nok9.com providing services are hereinafter referred to as a “**Website**”). Certain NOK9 Services may be subject to certain service level agreements as updated on each Website from time to time.
- 1.2 NOK9 may change or discontinue any of the NOK9 Services from time to time. We will provide you at least one month’s prior notice if we discontinue material functionality of any of the NOK9 Services that you are using. However, such notice will not be required if the notice period would pose a security or intellectual property issue, is economically or technically burdensome or would cause us to violate legal requirements.

### 2 PERSONAL DATA

Personal data will be processed in accordance with NOK9’s Privacy Policy as communicated on each Website from time to time.

### 3 SUBCONTRACTORS

NOK9 may appoint subcontractors to provide the NOK9 Services and to fulfil other obligations under the Agreement. NOK9 remains liable for the work performed and for the acts or omissions of its subcontractors.

### 4 YOUR RESPONSIBILITIES

- 4.1 You may not copy, decompile, decrypt or otherwise make changes to the NOK9 Services.

- 4.2 You are responsible for your use of the NOK9 Services, including the lawfulness of any information that you transfer or make accessible through the NOK9 Services. You should only transfer or make accessible through the NOK9 Services, personal information (such as personal data) where this is explicitly requested by the applicable NOK9 Service. Further, such personal information should not include information regarding any person other than yourself. Notwithstanding anything to the contrary herein, you shall indemnify and hold harmless NOK9 from and against any claim brought against NOK9 as a result of your use of the NOK9 Services. You shall also be liable for acts or omissions of Authorized Users (and any other user) to whom you have given access to the NOK9 Services.
- 4.3 You must keep passwords and other credentials protected from unauthorized persons. You shall immediately notify NOK9 in the event you become aware that any unauthorized person has obtained knowledge of such information.
- 4.4 In the event that you are using a NOK9 authenticator service, you are responsible for protecting your private keys from compromise, loss, disclosure, modification or unauthorized use. You expressly discharge NOK9 from any liability for damages or costs of any kind, including but not limited to loss of data or breaches of secrecy, related to the use or misuse of your private key. You warrant that you rightfully hold the private key corresponding to the public key listed in your certificate and that you have taken all appropriate, reasonable and necessary steps to secure and keep your private key secret.
- 4.5 You are responsible for properly configuring and using the NOK9 Services and otherwise taking appropriate action to secure, protect and backup your accounts and your content in a manner that will provide appropriate security and protection, which might include use of encryption to protect from unauthorized access.
- 4.6 You shall immediately notify NOK9 if you become aware of unauthorized access or attempts of such access that may affect the NOK9 Services.
- 4.7 NOK9 may publish a Code of Conduct on a Website. You shall comply with NOK9's Code of Conduct or similar principles as in place from time to time and as communicated on the Website for the NOK9 Services used by you.

## **5 FEES AND PAYMENT**

- 5.1 We calculate and bill fees and charges monthly. You will pay us the applicable fees and charges for use of the NOK9 Services as described on the relevant Website using one of the payment methods we support. Unless otherwise described on the Website, payments shall be made against invoice, thirty (30) days from the invoice date. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding.
- 5.2 Fees and charges for any new NOK9 Services or new feature of NOK9 Services will be effective when we post updated fees and charges on the Website, unless we expressly

state otherwise in a notice. We may increase or add new fees and charges for any existing NOK9 Services you are using by giving you at least 30 days' prior notice.

- 5.3 Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

## **6 YOUR LICENSE**

- 6.1 NOK9 grants you, subject to payment of the agreed compensation, a non-transferable, non-exclusive right to use the NOK9 Services for agreed purposes and only within your business, including a right to invite Authorized Users to use the NOK9 Services.

- 6.2 Unless explicitly allowed to do so by obtaining NOK9's prior written consent, you agree to only use the NOK9 Services for your own purposes and not to sell, resell, license, sublicense, transfer or distribute the NOK9 Services and not provide access to or make any part of the NOK9 Services available to anyone else than Authorized Users.

- 6.3 If nothing else is stated in the Agreement, all services related to the NOK9 Services that the Parties may have agreed that NOK9 shall supply or perform, including but not limited to support, configuration and implementation, shall be performed remotely.

## **7 THIRD PARTY APPLICATIONS ETC.**

- 7.1 Third-party applications may be offered to you in connection with the NOK9 Services at your election or as notified by NOK9. Third-party applications are governed by this Agreement and, if applicable, separate terms and conditions accompanying such third-party application provider, which may include separate fees and charges. Unless otherwise stated in this Agreement, we are not responsible for the functionality of third-party applications nor errors or disturbances in the NOK9 Services caused by third-party applications. We are not responsible for third-party applications' infringement of third party rights.

- 7.2 You obtain the right to use open source software included in the NOK9 Services, as set forth in the licensing terms for such open source software. The same applies to other software that we have specified is subject to specific licensing terms.

## **8 LIMITED ACCESS**

- 8.1 We may suspend or limit your access to the NOK9 Services if we have reason to suspect that your, or an Authorized User's, use of the NOK9 Services implies a risk of more than minor damage to us, such as if we have reason to suspect that you or an Authorized User use the NOK9 Services for other purposes than agreed, or if unauthorized persons have gained access to the NOK9 Services.

8.2 We may only suspend or limit your access to the NOK9 Services to the extent reasonable in relation to the circumstances at hand. We shall without undue delay inform you about any limitation or suspension of the access to the NOK9 Services.

## **9 ASSOCIATED SERVICES**

9.1 We may, without prior notification to you, make changes to the NOK9 Services or the method of providing it, if such changes (i) can reasonably be assumed to benefit you, (ii) be of minor consequence to you, or (iii) are required due to changes of platforms of third-party applications, which affect the NOK9 Services. We may also make other changes to the NOK9 Services, or the method of providing it, within a reasonable time after notifying you to this effect.

9.2 We may carry out measures that affect the availability of the NOK9 Services if required for technical, maintenance, operational or safety reasons. We shall perform such measures promptly and in a manner that limits the disruption. We undertake to notify you within a reasonable time before such measures are carried out, to the furthest extent possible.

9.3 Unless stated in the Agreement, the NOK9 Services do not include any integrations to customer systems, customizations, configurations, data uploads, custom reports or any other specific adjustments.

9.4 Additional modules or services, not set out in the Agreement, shall be ordered according to separate agreements and shall be deemed to have been ordered when you have received a written order confirmation from us. Reasonable costs for tickets, accommodation, allowances and other travel related expenses, related to the additional modules or services, shall be invoiced at actual cost plus ten (10) % administration fee. Any changes to the NOK9 Services are only offered based on availability of involved resources.

## **10 WARRANTIES AND LIABILITIES FOR DEFECTS**

Except for express warranties provided in this Agreement, the NOK9 Services are provided (to the extent allowed under law) “as is” and “as available” without liability for defects or any representations or warranties of any kind, whether express, statutory, implied or otherwise. We do not warrant or represent that the NOK9 Services, including any reports or integrated third-party applications, will be error-free, uninterrupted or meet customer specific requirements.

## **11 INTELLECTUAL PROPERTY RIGHTS**

11.1 Except for your license under the Agreement, the Agreement shall not render any transfer of any intellectual property rights, or other rights that NOK9 holds or obtains, to you.

11.2 NOK9 will be and remain the sole owner of all intellectual property rights (such as but not limited to copyright, know how, trademarks, trade names, source code, documentation and

graphic material) and other rights, that NOK9, alone or together with you or others, develops in connection with the Agreement (e.g. in connection with modifications or special adjustments of the NOK9 Services to meet your individual needs).

- 11.3 For the avoidance of doubt, intellectual property rights that you hold prior to entering into the Agreement, or rights that you develop or acquire by yourself without connections with NOK9's intellectual property rights, during the term of the Agreement, shall remain your property. However, NOK9 is entitled to use your intellectual property rights to the extent required to provide the NOK9 Services to you under the Agreement.

## **12 CUSTOMER DATA**

- 12.1 You shall, as between the Parties, own all rights to data ("**Customer Data**") which you, an Authorized User or any other third party on your behalf transfers to NOK9 or otherwise make available to NOK9 through the NOK9 Services.

- 12.2 We may collect, aggregate, analyse and save Customer Data generated when you and Authorized Users use the NOK9 Services to provide and improve the NOK9 Services. Such data may be combined with similar data from other customers to improve the NOK9 Services. NOK9 shall be entitled to use, disclose, exploit and save such aggregated data in ways that do not identify you or Authorized Users. Customer Data can also be shared with subcontractors, third-party application providers or hosts used to provide the NOK9 Services.

- 12.3 Following termination of the Agreement, NOK9 shall, in accordance with your instructions, either delete all Customer Data or transfer all Customer Data to you and then delete all existing copies of Customer Data. Where you have not given any instruction to NOK9 within thirty (30) days of the termination, NOK9 is entitled to delete all Customer Data.

- 12.4 NOK9 may invoice you for reasonable costs incurred by NOK9 in returning Customer Data to you. NOK9 shall be entitled to keep Customer Data to the extent required under mandatory law, or where NOK9 has a legitimate interest in doing so.

## **13 CONFIDENTIALITY**

- 13.1 During the term of the Agreement and five (5) years thereafter, each Party undertakes not to disclose to any third party, trade secrets or other confidential information relating to the other Party or its business operations or the NOK9 Services, received or obtained from the other Party under the Agreement. This confidentiality obligation shall also cover confidential information that has been received or obtained prior to the date of the Agreement.

- 13.2 Information does not need to be labelled or otherwise declared confidential to constitute confidential information. The Agreement and the negotiations hereof shall be deemed confidential. Confidential information shall not include information that is publicly known or becomes publicly known, in a manner other than through a Party's breach of the Agreement.

- 13.3 This confidentiality obligation does not prevent a Party from disclosing confidential information to the extent necessary by law or by court order, provided such Party has informed the other Party prior to the disclosure and afforded the other Party the opportunity to prevent the disclosure or reduce its potential injurious effects.
- 13.4 Each Party is responsible for and undertakes to ensure that all its employees, and other parties appointed by the Party (such as Authorized Users), respect the confidentiality under this confidentiality clause.

## **14 LIABILITY**

- 14.1 NOK9's aggregated liability towards you under this Agreement shall be limited to the total compensation that you have paid to NOK9 for the NOK9 Services, and specified in the Agreement, for the past twelve (12) months, however a maximum amount of SEK two hundred and fifty thousand (250 000) per twelve (12) months.
- 14.2 NOK9 shall not be liable for indirect damage or loss, such as but not limited to the liability to third parties, loss of profit, loss of data, loss due to the fact that the NOK9 Services cannot be properly utilised, loss as a result of a decrease or loss of turnover or production, or similar loss.
- 14.3 To avoid losing the right to claim damages, you must notify NOK9 without undue delay, however always within thirty (30) days from when you realized or should have realized the damage.

## **15 TERM AND TERMINATION**

- 15.1 The term of this Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with this section 15.
- 15.2 You may terminate this Agreement for any reason by providing us written notice and closing your account for all NOK9 Services. We may terminate this Agreement for any reason by providing you at least 30 days' advance written notice.
- 15.3 NOK9 may terminate the Agreement in writing with immediate effect if:
- (i) you commit a material breach of your obligations under the Agreement and fail to remedy (if remediable) such breach within ten (10) days of NOK9's written notice thereof;
  - (ii) you enter into liquidation, become insolvent, bankruptcy proceedings are initiated against you, a receiver of your assets is appointed, or if a general assignment for the benefit of your creditors is made;
  - (i) you become subject to a change of control, which adversely affects the assumptions on which NOK9 entered into this Agreement, in particular with regard

to you being acquired, by means of a share or asset deal, by any competitor of NOK9;

- (ii) you commit a breach of the NOK9's Code of Conduct or similar principles;
- (iii) our relationship with a third-party partner who provides software or other technology we use to provide the NOK9 Services expires, terminates or requires us to change the way we provide the software or other technology as part of the NOK9 Services; or
- (iv) we deem it necessary in order to comply with the law or requests of governmental entities.

## **16 EFFECTS OF TERMINATION**

Upon termination of the Agreement, your right and license to use the NOK9 Services ceases. Termination of the Agreement shall be without prejudice to any rights, claims, damages, compensation, or remedies accrued to either Party prior to the effective date of the termination. Payments already made to NOK9 will not be refunded.

## **17 AMENDMENTS**

No amendment to this Agreement shall be effective unless made in writing and duly executed by both Parties.

## **18 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties regarding all of the issues set forth in the Agreement and supersedes any and all prior written or verbal undertakings and agreements.

## **19 INVALIDITY**

Should any clause in this Agreement or part thereof be void or invalid, the other provisions of the Agreement shall remain in force and the clause may be amended to the extent such invalidity materially affects the rights or obligations of either Party under this Agreement.

## **20 ASSIGNMENT**

Neither Party may assign this Agreement or any rights hereunder without the other Party's prior written consent. However, NOK9 may assign its rights to a legal entity which is directly or indirectly controlled by, or in control of, NOK9.

## **21 FORCE MAJEURE**

- 21.1 The Parties shall be relieved from liability for a failure to perform any obligation under this Agreement under such period and to the extent that the due performance thereof by either of the Parties is prevented by a reason of any circumstance beyond the control of such Party, including but not limited to war, warlike hostilities, a pandemic or a similar situation, mobilization or general military call up, civil war, fire, flood or other circumstances of similar importance (“**Force Majeure**”).
- 21.2 The Party desiring to invoke an event of Force Majeure shall give immediate notice to the other Party of the commencement and the cessation of such event of force majeure, failing which the Party shall not be discharged from liability from any non-performance caused by such event of Force Majeure. Both Parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of this Agreement caused by an event of Force Majeure.
- 21.3 Either Party shall have the right to immediately terminate this Agreement upon written notice to the other Party if a Force Majeure event has continued for more than three (3) months.

## **22 DISPUTES**

- 22.1 This Agreement is governed by Swedish law, without regard to its conflict of law provisions.
- 22.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “**SCC Institute**”). The seat of arbitration shall be Malmö where the proceedings shall take place. The language to be used in the arbitral proceedings shall be English.
- 22.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
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