

Schedule 2 – End User Terms

This Schedule 2 to the Agreement provides the End User Terms to be applied to End Users as of the Effective Date. Distributor acknowledges and agrees that (i) the End User Terms may be amended during the Term in the manner set out in the End User Terms; and (ii) Distributor shall ensure that any changes to the End User Terms notified by NIC during the Term shall be effective in relation to End Users.

End User Terms for NIC Services

1 Scope

1.1. These End User Terms and Conditions (the “**Terms**”) apply to the use of the Services (as defined below) provided by Nordic Information Control AB (“**NIC**”) via an authorized distributor (“**Distributor**”) under an agreement between End User and the Distributor (“**Subscription Agreement**”). These Terms form a legally binding agreement between the legal entity that has purchased the Services (“**End User**”) and NIC. By accessing or using the Services, End User agrees to be bound by these Terms.

2 Definitions

2.1. Capitalized Terms in these Terms shall have the following meaning:

“**Distributor**” has the meaning set out in section 1.1;

“**Documentation**” means usage manuals and other documentation related to the NIC Platform in made available to Customer via www.nord-ic.com or other channels;

“**End User**” has the meaning set out in section 1.1;

“**NIC**” has the meaning set out in section 1.1;

“**Services**” mean the NIC Compliance Platform and/or the NIC Gap Analysis, each further described in the Documentation, as amended by NIC from time to time;

“**Statistical Data**” means aggregated and anonymized data derived from End User data, which is processed in such a manner that neither individuals’ identities nor the identity of the End User can be directly or indirectly identified.

“**Subscription Agreement**” has the meaning set out in section 1.1;

“**Subscription Period**” means the subscription period for the End User’s access to the NIC Platform as agreed between the End User and the Distributor.

“**Sunset Period**” has the meaning set out in section 8.1; and

“**Terms**” has the meaning set out in section 1.1.

3 License grant

3.1. NIC grants End User a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Period for its internal business purposes, subject to these Terms and the Documentation.

4 Use restrictions

4.1. End User agrees not to: (a) use the Services in violation of applicable laws; (b) copy, modify, or create derivative works of the Services; (c) attempt to reverse engineer or decompile any part of the Services; (d) sublicense, rent, lease, or otherwise transfer access to the Services; (e) use the Services to transmit harmful or unlawful content.

5 Technical Support and availability

5.1. NIC provides technical support during its regular support hours. The Services are generally available 24/7, subject to scheduled maintenance and unforeseen outages. NIC will use commercially reasonable efforts to notify End User in advance of planned maintenance.

5.2. NIC will use commercially reasonable efforts to investigate and correct reported errors. NIC cannot, however, warrant that each and every Error can or will be corrected or that the errors can be corrected within a certain time period. NIC may prioritize the investigation and correction of different errors taking into account their severity and effect, as estimated by NIC.

5.3. Notwithstanding NIC's obligations provided for in section 5.2, NIC will under no circumstances be liable for errors that are directly or indirectly caused by (i) End User or circumstances for which End User is responsible, including use in violation of these Terms or End User's failure to comply with the Documentation or NIC's reasonable instructions; (ii) interruption in communication services; (iii) scheduled interruptions due to maintenance; (iv) incorrect form or content of data uploaded to the Services by End User; or (v) circumstances NIC could not reasonably have foreseen or avoided, including force majeure.

6 Changes to the Services

6.1. Subject to the warranty provided for in section 11.1, NIC may update or modify the Services from time to time. If End User does not agree to a material change, it may terminate the Subscription Agreement in accordance with the applicable notice terms.

7 Term and termination

7.1. The Subscription Period and provisions on notice and renewal is provided for in the Subscription Agreement. NIC may suspend or terminate End User's access to the Services with immediate effect in the event of material breach of these Terms or applicable law.

8 Post-termination access

8.1. Upon termination or expiration of the Subscription Agreement, NIC will provide End User limited access to End User data for 30 days for the End User to retrieve its data (the "**Sunset Period**"). After the expiration of the Sunset Period, NIC will delete all End User Data.

9 Personal data

9.1. To the extent that End User's access to the Services means that personal data is processed by NIC in behalf of End User, NIC will process such data in the capacity as the Distributor's sub-processor under a data processing agreement entered into between NIC and the Distributor.

10 Statistical Data

10.1. End User acknowledges that the provision of the Services may include production of Statistical

Data on behalf of End User. NIC may use such anonymized statistical data derived from End User's data for general service improvement purposes.

11 Warranty

11.1. NIC warrants that, notwithstanding any changes made to the Services in accordance with these Terms, the core functionalities of the Services will, in all material respects, remain unaffected during the Subscription Period.

12 Intellectual property

12.1. NIC and its licensors retains all intellectual property rights in and to the Services (including software) and Documentation. No rights are granted other than as expressly stated in these Terms. All modifications to the Services, whether suggested or paid for by End User, are the sole property of NIC.

13 Third-party software

13.1. Use of the NIC Compliance Platform is subject to additional End User License Agreement (EULA) in Appendix A to these Terms. By using such Services, the End User agrees to those terms.

14 Confidentiality

14.1. NIC and End User agree to protect the other party's confidential information and not disclose it to third parties, except as required for the provision of the Services or by law.

15 Third-party infringement

15.1. NIC will indemnify End User from against third-party claims (excluding indirect or consequential damages) that the Services (excluding third-party software) infringe intellectual property, provided that (i) End User uses the Services in accordance with these Terms; (ii) End User promptly notifies NIC of the claim; (iii) the claim is not based on use of the Services in combination with products not provided or approved by NIC; and (iv) End User allows NIC to control the defense and settlement. This section 15.1 sets forth NIC's sole liability and End User's exclusive remedy in relation to any claim of infringement of third-party intellectual property rights.

16 Disclaimer and limitations of liability

16.1. Except as expressly provided in these Terms, the Services are provided "as is." NIC disclaims all warranties, express or implied. NIC's total liability is limited to the amount paid by the End User for the Services under the Subscription Agreement during the 12 months preceding the event giving rise to the claim, and excludes liability for indirect or consequential damages.

17 Force Majeure

17.1. NIC is not liable for delays or failures caused by circumstances beyond its reasonable control

18 Changes to the Terms

18.1. NIC reserves the right to amend or update these End User Terms at any time. Any such amendments shall become effective upon the earlier of (i) the end user's continued use of the Service following notification of the changes, or (ii) thirty (30) days after the amended End User Terms have

been made available to the End User, whichever occurs first. If End User does not agree to a material change, it may terminate the Subscription Agreement in accordance with the applicable notice terms-

19 Governing law and disputes

19.1. These Terms shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of law principles. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by the courts of Sweden, with the Stockholm District Court (*Sw: Stockholms tingsrätt*) as the court of first instance.

Appendix A to End User Terms – End User License Agreement

These Terms and conditions ("**Software Terms**") shall amend and supplement the applicable managed services agreement (the "**Agreement**") entered into between NIC (hereinafter "**MSP**") and Customer (hereinafter "**End User**") with respect to End User's access to and use of certain third-party software licensed by GDM from BigID Inc. as its third-party licensor ("**Third Party Licensor**"). These Software Terms are entered into solely between End User and MSP. Third Party Licensor is not a party to these Software Terms or the Agreement. In the event of conflict between these Software Terms and the Agreement, these Software Terms shall govern with respect to the Software as defined herein.

- 1 **DEFINITIONS.** "**Documentation**" means the applicable specifications and user documentation accompanying the Software that MSP makes available to End User. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. "**Licensed Entity**" means the End User and/or affiliate entit(ies) authorized to use the Software pursuant to a particular Order. "**Order**" means an order entered into between MSP and End User pursuant to which End User purchases a license right to access and use the Software as part of a managed services offering provided by MSP. "**Software**" means Third Party Licensor's proprietary data privacy and governance software as more fully described in an Order, together with any Updates. "**Minimum System Requirements**" means those system requirements of End User's computer systems as specified by MSP in writing. "**Representatives**" means, with respect to a party, that party's and its affiliates' employees, officers and directors, consultants, agents, independent contractors, subcontractors and legal advisors. "**Update**" means any update, upgrade, release or other adaptation or modification or replacement of the Software that MSP may provide from time to time, in its sole discretion, which may contain, among other things, error corrections, enhancements, improvements or other changes to the Software.

2 LICENSE

- 2.1. **License Grant.** MSP hereby grants the End User a non-exclusive, non-sublicensable, non-assignable (except as part of a permitted assignment of End User's rights under the Agreement) and non-transferable, limited license during the subscription term specified on the Order, to access and use the Software and Documentation as part of MSP's managed services offering, solely for End User's internal use in accordance with the Documentation including without limitation the Minimum system Requirements specified therein. End User's license right is subject to the licensing metrics (as to volume, devices, Licensed Entity and other license metrics as specified in the Order) and the payment of the applicable license fees.
- 2.2. **Use Restrictions & Safeguards.** End User shall not, and shall not permit any other party, to: (i) copy, modify, translate, or otherwise prepare derivative works of or improvements to the Software or Documentation; (ii) reverse engineer, disassemble, decompile or attempt to re-create the Software or otherwise attempt to derive or gain access to the source code of the Software; (iii) rent, lease, loan, sell, sublicense, distribute, publish, transfer or otherwise make the Software available to any third party, or use the Software on behalf of or for the benefit of any third party, including on or in connection any time-sharing, service bureau, software as a service, or other similar service; (iv) bypass or breach any security device or protection relating to the Software; (v) remove, or modify any Intellectual Property Rights' notices or symbols on the Documentation; or (vi) publish or disclose the results of any benchmarking or competitive

analysis of the Software. End User shall restrict access to the Software to End User's authorized Users whose duties require such access or use in connection with the licensed use. For purposes hereof, an authorized User shall be the End User or a Representative of End User using the Software on End User's behalf of End User's exclusive benefit.

- 2.3. Tracking and Reporting. End User shall use the tracking and monitoring feature in the Software to verify End User's usage complies with the licensed volume set forth in the applicable Order.
- 2.4. Compliance with Applicable Laws. End User agrees to comply with all applicable laws, regulations, and ordinances relating to its performance and the exercise of its rights in connection with the use of the Software.

3 Confidentiality.

- 3.1. Intellectual Property Rights. The Licensor Property is the valuable and proprietary intellectual property of the Third-Party Licensor and the Third-Party Licensor shall own and retain all right, title and interest thereto except for the limited license use granted to End User hereunder. For purposes hereof, "**Licensor Property**" means the Software and Documentation and any related information including any technical information, technology, content, dashboards, screens, document or report templates, techniques, ideas, methods, processes, data, software, algorithms interfaces, utilities, documents, designs, user interfaces, trade secrets, know-how, intellectual property, information or materials of any kind (regardless of form) and any derivative works thereof and all Intellectual Property Rights therein.
- 3.2. Protection of Confidential Information. The Licensor Property is the Confidential Information of MSP and its Third-Party Licensor ("**MSP Confidential Information**") and shall be subject to the confidentiality obligations set forth in the Agreement. Without limiting the foregoing, (i) End User shall retain in confidence and use the same degree of care and discretion (but not less than reasonable care) designed to prevent the unauthorized access to or disclosure of the MSP Confidential Information as it uses with its own Confidential Information of a similar nature; (ii) End User will use MSP Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Software Terms; and (iii) End User will not disclose the MSP Confidential Information to a third party other than to its Representatives having a need to know in connection with the performance of this Software Terms and then only subject to an obligation of confidentiality at least as protective as the Terms herein. End User shall be liable to the MSP for any violation of this Software Terms by its Representatives.
- 3.3. Feedback. Any ideas, suggestions, guidance or other information shared by End User with MSP which is derived from or related to the Software shall be collectively deemed "**Feedback.**" Third Party Licensor shall own all Feedback, including all Intellectual Property Rights therein.

4 WARRANTY DISCLAIMER. END USER AGREES THAT IT SHALL LOOK SOLELY TO MSP WITH RESPECT TO ANY WARRANTIES, WARRANTY CLAIMS, ISSUES, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO THE SOFTWARE, AND THAT ANY CLAIM, DISPUTE OR ACTION ARISING OUT OF THE AGREEMENT OR THE SOFTWARE SHALL BE BROUGHT AGAINST MSP ONLY AND NOT AGAINST THIRD PARTY LICENSOR. WITHOUT LIMITING THE FOREGOING, MSP AND THIRD-PARTY LICENSOR MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OR COMPLETENESS OF DATA OR INFORMATIONAL CONTENT OF THE SOFTWARE OR THAT THE SOFTWARE WILL MEET END USER'S REQUIREMENTS. NEITHER THIRD PARTY LICENSOR NOR ITS REPRESENTATIVES MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, TO END USER OR ITS REPRESENTATIVES RELATING TO THE SOFTWARE OR RELATED SERVICES.

5 LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER THIRD PARTY LICENSOR NOR ITS REPRESENTATIVES SHALL HAVE NO LIABILITY OF ANY

KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOSS OF OR DAMAGE TO DATA OR SOFTWARE, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL OR REPUTATION, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE TO END USER OR REPRESENTATIVES RELATING TO THE SOFTWARE OR THE AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR THESE SOFTWARE Terms, NOTHING SHALL LIMIT MSP'S OR ITS THIRD PARTY LICENSORS' RIGHTS OR REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR VIOLATION OF MSP'S OR THIRD-PARTY LICENSORS' INTELLECTUAL PROPERTY RIGHTS.

- 6 LICENSE TERM AND TERMINATION.** End User's use of the Software is limited to the license subscription term set forth in the applicable Order. In addition to any termination rights of either party in the Agreement, the license may be terminated if the End User fails to cure a material breach of the Terms relating to the license use or restrictions, intellectual property or confidentiality with respect to the Software within thirty (30) days after receiving written notice of the breach from MSP. Upon termination or expiration of the license, End User shall have no further right to access or use the Software and End User shall promptly return all Confidential Information relating to the Software.

7 MISCELLANEOUS

- 7.1. Trademarks & Public Announcements. Nothing contained herein grants End User the right to issue any announcement, statement, press release or other publicity relating to the Software or to use the Third-Party Licensors' trademarks, service marks, trade names, logos, or domain names, without the prior written consent of the Third-Party Licensor.
- 7.2. Export Regulation. End User will not violate any import or export laws in connection with its use of the Software.
- 7.3. Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its licensing, confidentiality or intellectual property obligations would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including in an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such equitable remedies are not exclusive.
- 7.4. Entire Software Terms; Waiver & Amendment and Other. The Agreement, these Software Terms, and the Order, together with all attached exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Software and supersedes all prior and contemporaneous agreements, proposals, representations and warranties, both written and oral, with respect to such subject matter. In the event of a conflict between these Software Terms and the Agreement or Order, these Software Terms shall govern with respect to End User's use of the Software. Any waiver, amendment, or modification of any right or remedy, in whole or in part under these Software Terms, or any additional or different Terms in purchase orders, acknowledgments or other documents other than the Order, will not be effective unless expressly agreed to by both parties in writing or electronic form.