Schedule 2 – NIC General Terms and Conditions

1 Scope

1.1. These general terms & conditions ("**GTC**") forms an integral part of the Agreement and govern the Customer's use of the NIC SaaS and NIC's provision of Professional Services.

1.2. Capitalized terms not defined in these GTC have the meanings set forth in the cover page of the Agreement.

2 Definitions

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

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with a Party;

"**Agreement**" means the agreement between NIC and Customer which consists of the cover page of the Agreement, Schedule 1 to the Agreement, these GTC (Schedule 2 to the Agreement), the DPA (if any), and any supplementary terms and/or amendments duly executed by the Parties;

"**Assignment Description**" means a written assignment description with details about the content of Professional Services ordered by Customer;

"**Customer**" means the legal entity entering into the Agreement and whose details are set out in the cover page of the Agreement;

"**Customer Data**" means data submitted by or for Customer to the NIC SaaS;

"**Customer's Authorized Representative**" shall mean an individual to whom Customer has granted the right to administer and access the NIC SaaS on behalf of Customer;

"**Confidential Information**" has the meaning set out in clause 15.1;

"**Data Source**" means, in relation the third-party component provided under the EULA, a source of information the component reads data, e.g. REST API, Data Base, File System, Public Cloud Services or other;

"**Disclosing Party**" has the meaning set out in clause 15.1;

"**Documentation**" means usage manuals and other documentation related to the NIC SaaS and/or the Professional Services in written or electronic form that made available to Customer via the Website or other channels;

"**DPA**" has the meaning set out in clause 12.3;

"**Error**" means an error, which can be reproduced and which causes the NIC SaaS to not function materially as described in the NIC SaaS Documentation, as updated by NIC from time to time;

"**EULA**" has the meaning set out in 13.3;

"**Feedback**" has the meaning set out in clause 13.5;

"**Fees**" means the fees payable to NIC in consideration for Services provided to Customer and as specified in Schedule 1 to the Agreement or in an Order, as applicable. For clarity the Parties acknowledge and agree that in the event of any discrepancie between the Fees stated in Schedule 1 to the Agreement and the Fees stated in an Order, the Fees stated in the Order shall prevail;

"**Force Majeure**" has the meaning set out in clause 18.1;

"**Initial Term**" has the meaning set out in clause 10.2;

"**Maintenance**" has the meaning set out in clause 6;

"**NIC**" means Nordic Information Control AB, company registration No. 559347-4579;

"**NIC SaaS**" means software as a service delivered via data networks enabling Customer to use the designed end user functionalities of the System. The NIC SaaS is defined in the NIC SaaS Documentation, as modified by the Supplier from time to time;

"**Professional Services**" has the meaning set out in clause 3.3;

"**Receiving Party**" has the meaning set out in clause 15.1;

"**Renewal Term**" has the meaning set out in clause 10.2;

"**Order**" has the meaning set out in clause 8;

"**Order Date**" means the date when an Order has been executed by both Parties;

"**SCC**" has the meaning set out in clause 22.2;

"**Services**" means NIC SaaS and Professional Services;

"**Statistical Data**" means statistical data derived from the Customer Data and in a form that no individual person's or Customer's identity can be identified;

"**Subscription Period**" shall, in relation to NIC SaaS, mean the subscription period (applicable to individual Order) as set out in Schedule 1 to the Agreement;

"**Sunset Period**" has the meaning set out in clause 11.1;

"**Support Hours**" means such time when NIC provides technical support, as notified by NIC on the Website;

"**Surviving Orders**" shall have the meaning set out in clause 11.1;

"**System**" means the software application and database system(s) used by Nic to provide the NIC SaaS, including modifications thereof;

"**Term**" means the time period starting on the day when the Agreement has been signed by both parties and until the Agreement expires or is terminated in accordance with its terms;

"**Website**" means www.nord-ic.com.

2.2. In these GTC, (a) "include" or "including" means "including but not limited to," and (b) examples are illustrative and not the sole examples of a particular concept

3 Provision of the Services

3.1. The NIC SaaS is provided as software as a service. The features of the NIC SaaS are described in the Documentation.

3.2. NIC represents and warrants to Customer that the NIC SaaS will perform substantially in accordance with the Documentation.

3.3. The parties may agree that NIC, in addition to the NIC SaaS, shall provide to Customer certain auxiliary Professional Services. Such Professional Services shall be governed by the Agreement as well as such additional terms and conditions that may be agreed between the parties.

3.4. Unless otherwise agreed between the Parties in writing, Professional Services are performed remotely. Potential on-site Professional Services are subject to a separate charge as set out in (i) Schedule 1 to the Agreement; or (ii) in the absence of charge specifications in Schedule 1 to the Agreement, NIC's standard price list.

3.5. NIC represents and warrants that: (i) it will use reasonable skill and care in providing Professional Services; and (ii) the Professional Services will be performed in a professional and workmanlike manner by qualified personnel. Customer must make any claim for fault in Professional Services within ten (10) days of the date NIC provided the respective service. Customer's exclusive remedy, and NIC's entire liability, will be the re-performance of deficient Professional Services, or if NIC cannot substantially correct a breach in a commercially reasonable manner, Customer may terminate the relevant Professional Service and, subject to clause 4.2, receive a pro rata refund of the Fees paid for the deficient Professional Services as of the effective date of termination. However, minor defects, shall not entitle the Customer to terminate the Professional Service.

3.6. NIC shall ensure that (i) it complies with applicable laws in its provision of the Services; and (ii) that it holds all relevant licenses and authorizations under applicable laws to provide the Services.

3.7. Customer acknowledges and agrees that NIC may engage subcontractors for the provision of the Services. NIC shall be liable for its subcontractors' actions, omissions and defaults as if they were NIC's own acts, omissions or defaults.

4 Customer obligations

4.1. Customer is solely responsible for its compliance with any and all laws, rules and regulations that may apply to its use of the Services. It is Customer's duty to assess the features of the Services, as amended from time to time, and to determine whether Customer's use of the Services is compliant with applicable laws, rules and regulations.

4.2. Customer warrants and undertakes to ensure that it will:

a) use the Services only in accordance with the Agreement and the Documentation;
b) not access, store, distribute or transmit any material during its use of the NIC SaaS that is unlawful (including unauthorized penetration testing and similar) or in a manner that is otherwise illegal or causes damage or injury to any person or property;
c) avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented NIC or NIC's providers or any other third party to protect the NIC SaaS;
d) use commercial reasonable effort to prevent unauthorized access to or use of the Services (and will notify NIC of any such unauthorized access or use), including maintaining user names and passwords diligently;
e) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the NIC SaaS; or
f) take any other action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Service.

4.3. Customer shall not attempt or knowingly allow or enable anyone to sell, rent, lease, license, distribute, publish or publicly display, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, disassemble, reverse engineer all or any portion of the NIC SaaS.

4.4. Customer is solely responsible for Customer's Authorized Representatives' use of the Services.

4.5. Customer shall contribute to the provision of the Services with respect to factors under the command or control of Customer.

5 Technical support

5.1. The NIC SaaS includes the technical support during Support Hours. Technical support is provided to Customer's Authorized Representatives by telephone, email and/or other digital channels.

6 NIC SaaS availability

6.1. The NIC SaaS will normally be available around-the-clock seven days a week. NIC may from time to time update the NIC SaaS out of use for measures such as maintenance and service and/or security related issues ("**Maintenance**"). NIC reserves the right to restrict or interrupt the provision of the NIC SaaS for Maintenance at any time. Any planned restrictions or interruptions of the NIC SaaS will, as far as commercially reasonable, be scheduled for times when the use of the NIC SaaS is normally low. NIC always try to communicate any planned maintenance in advance, but do not warrant that such notification will always reach Customer.

6.2. NIC will use commercially reasonable efforts to investigate and correct reported Errors after the receipt from Customer of sufficient information regarding the Error. NIC will perform investigation and correction efforts during the Service Hours. 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.

6.3. Notwithstanding NIC's obligations provided for clause 6.2, NIC will under no circumstances be liable for Errors that are directly or indirectly caused by (i) Customer or circumstances for which Customer is responsible, including use in violation of the Agreement or Customer'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 the Customer Data; or (v) circumstances NIC could not reasonably have foreseen or avoided, including force majeure, virus or any other external attack.

7 Changes to the NIC SaaS

7.1. NIC is entitled to make modifications to the NIC SaaS, such as adding or removing features. If Customer opposes such modifications, Customer is entitled to terminate the Agreement no later than 30 days after the modified feature entered into force or, in the event the modification is being made without prior notice, in close connection to the point in time when Customer received information about the modification.

8 Orders

8.1. NIC's provision of Services, and Customer's binding order for Services, are subject to one or several written orders (each, an "**Order**") executed by both Parties and referring to the Agreement. An Order shall include information about the Services ordered by Customer (including volumes, as applicable) and Fees.

9 Fees and payment

9.1. Unless otherwise specified in an Order, Customer shall pay the applicable Fees as specified in Schedule 1 to the Agreement.

9.2. Fees and any other charges shall be paid by Customer within 30 days from the date of the respective invoice. In the event Customer is in delay with payment, NIC reserves the right to charge penalty interest according to Swedish Interest Act (1975:635).

9.3. Should Customer's payment be late by more than thirty (30) days following a written reminder from NIC, NIC reserves the right to at its sole discretion: (i) temporarily interrupt delivery of the Services and suspend access to the NIC SaaS until full payment, including any penalty interest, are paid in full; or (ii) by written notice terminate the Agreement as a whole with immediate effect, and in addition thereto claim compensation for any damage in connection with Customer's delay.

9.4. For each Renewal Term (as defined in clause 10.2), NIC is entitled to adjust the Fees in accordance with the Consumer Price Index (CPI), published by Statistics Sweden (www.scb.se). Any such adjustment shall be made with October 2021 as the base month.

9.5. In addition to Fee adjustments as set out in clause 9.4, NIC is entitled to adjust the Fees during the Term due to increased costs as a result of increased operating or supplier costs, exchange rate effects and circumstances that are beyond NIC's reasonable control.

10 Term, termination and suspension

10.1. The Agreement enters into force on the day of its signing by both parties and shall remain in effect for a period of 12 months (the "**Initial Term**") Agreement.

10.2. At the expiry of the Initial Term or any subsequent renewed term, the Agreement shall automatically renew for subsequent periods of the same length as the initial Term (each, a "**Renewal Term**"), unless either Party provides the other Party written notice of termination at least 90 days before the expiry of the Initial Term or any subsequent Renewal Term.

10.3. Notwithstanding clauses 10.1 and 10.2, each Party may terminate the Agreement with immediate effect at any time

a) if the other Party commits a material breach of its obligations under the Agreement and such breach is not capable of remedy, or if the breach is capable of remedy, and the defaulting Party does not remedy the breach within 30 days of receipt of a written notice containing a reference to this clause 10.3; or,
b) if the other Party is declared bankrupt, suspends payments, enters into arrangements with its creditors, initiates proceedings for liquidation or winding up, is subject to any similar proceedings, or can otherwise be considered insolvent.

10.4. In addition to the above, NIC may, with immediate effect, temporarily or permanently, and with or without prior notice, suspend Customer from the Services if Customer is in material breach of the Agreement, or applicable law, or if NIC can reasonably assume that this is the case.

11 Effect of termination

11.1. In the event of expiration of the Agreement, all Orders for NIC SaaS executed prior to the date of expiration of the Agreement ("**Surviving Orders**") shall remain in effect for the Subscription Period applicable to the relevant Surviving Order, unless the Agreement is terminated according to clause 10.3 (in which case the Subscription Perioed for all Orders, including Surviving Orders, shall terminate on the date when the Agreement expires). For clarity the Parties acknowledge and agree that (i) all Surviving Orders shall be subject to all the terms and conditions of the Agreement for the respective

Subscription Period; (ii) the expiration of the Agreement does not relieve Customer of its obligations to pay all Fees associated with Surviving Orders.

11.2. When the Agreement or a Surviving Order, as applicable, expires, NIC will provide Customer with limited access to the NIC SaaS for a period of 30 days following the expiration of Agreement or Order, as applicable ("**Sunset Period**"). During the Sunset Period, Customer will be able to retrieve Customer Data from the NIC SaaS. After the expiration of the Sunset Period, the Customer Data will be deleted. Customer is fully responsible for retrieving any Customer Data from the NIC SaaS during the Sunset Period, and NIC assumes no liability in relation to Customer Data after the expiration of the Sunset Period.

12 Customer data

12.1. Customer warrants that NIC and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement.

12.2. Customer is responsible for the quality and correctness of the data stored on the NIC SaaS.

12.3. To the extent the Customer Data includes personal data, the processing of Customer Data shall be governed by at data processing agreement between the Parties set out in Schedule 3 to the Agreement ("**DPA**").

12.4. Customer grants to NIC (i) a limited, non-exclusive, non-sublicensable, revocable, non-transferable license, valid during the term of the Agreement, to access and use Customer Data to the extent necessary to provide the Services; and (ii) a limited, non-exclusive, non-sublicensable, non-revocable, non-transferable, perpetual license to access and use Statistical Data for the purpose of the development of the Services.

13 Intellectual properties

13.1. NIC and its licensors, are the sole owners of all rights including all intellectual property rights to (i) the software and the services required for the provisioning of the NIC SaaS; (ii) the results of the Professional Services; and (iii) the Documentation. Nothing in the Agreement shall be construed as transferring any of the aforementioned rights, or parts thereof, to Customer. No rights are granted to Customer hereunder other than as expressly set out in the Agreement.

13.2. Subject to Customer's full payment of all Fees and compliance with the Agreement, NIC grants Customer a limited, non-exclusive, non-sublicensable, revocable, non-transferable license, valid during the term of the Agreement, to use the NIC SaaS, the Documentation and the results of the Professional Services. The aforementioned license grant applies for the Customer's internal use, which for the avoidance of doubts excludes any of the Customer's Affiliates as well as any other third party.

13.3. The NIC SaaS includes a third-party component for which the end user license agreement set out in Appendix A to these GTC applies ("**EULA**"). By entering into to the Agreement, Customer agrees to be bound by the EULA which forms an integral part of the Agreement.

13.4. Any changes to the NIC SaaS will be owned by NIC, regardless of who initiated and/or paid for those changes.

13.5. If Customer elects to provide suggestions on how the Services or NIC's operations can be improved ("**Feedback**"), NIC is be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns to NIC all right, title, and interest in and to the Feedback.

14 Indemnification

14.1. NIC agrees to indemnify Customer for any damages that Customer, as a result of a competent court's decision, has had to pay resulting from the NIC SaaS infringing any third party's intellectual property rights, provided however that Customer has used the NIC SaaS in full accordance with the terms and conditions of the Agreement and the Documentation, and that Customer, in writing and without undue delay, informed NIC about the claims alleging the infringement and that NIC was given the sole right to decide on how to handle said claim.

14.2. Should an infringement of third party intellectual property rights occur, NIC may, at its own discretion (i) ensure Customer of a continued right to use the NIC SaaS; (ii) amend the NIC SaaS so that there is no longer any infringement of any third party intellectual property rights; (iii) replace the NIC SaaS or part thereof, with a different, equivalent service which does not constitute an infringement of a third party's intellectual property rights; or (iv) terminate the Agreement and, deducting a reasonable amount in consideration of Customer's benefits from use, repay any fees paid by Customer under Agreement, without interest.

14.3. This clause 14 constitutes NIC's sole and entire liability towards Customer regarding the infringement of a third party's intellectual property rights.

15 Confidentiality

15.1. For the purposes of the Agreement "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential information of each Party includes, but is not limited to, conditions of the Agreement (including pricing), business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Part. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

15.2. The Receiving Party shall (a) use a Disclosing Party's Confidential Information only for purposes consistent with the purpose of the Agreement and (b) use reasonable care (but in no case no less protective than what the Receiving Party implements for its own Confidential Information) to limit access to Confidential Information to the Receiving Party's and its Affiliates' employees, agents and contractors who have signed confidentiality undertakings providing a similar level of protection as provided in the Agreement or are bound by professional secrecy, unless otherwise authorized by the Disclosing Party in writing.

15.3. Notwithstanding any provision to the contrary in the Agreement, a Party may disclose Confidential Information as required by applicable laws or by any applicable stock exchange regulations. Unless prevented by any applicable laws, the Receiving Party shall give the Disclosing Party notice prior to any such disclosure to enable the Discloser to seek an appropriate protective order or other remedy. The Receiving Party shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

16 Disclaimer

16.1. Except as expressly provided in the Agreement, neither Party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-

infringement, to the maximum extent permitted by applicable law.

17 Liability

17.1. Without prejudice to Customer's payment obligations under clause 9.1, the aggregate liability of each Party shall not exceed the lesser of (i) the amounts paid by Customer for Services rendered during the 12 calendar months before the liability arose; and (ii) SEK 1,000,000.

17.2. Neither Party shall be liable under the Agreement for any (i) indirect, incidental, special, consequential or exemplary damage; (ii) the value of lost data, loss of profits, revenues, customers, opportunities, or goodwill; or (iii) unavailability of the NIC SaaS.

17.3. Neither Party shall be liable to compensate the other Party under the Agreement unless the claim, describing in reasonable detail the nature of the claim and the calculation of the amount claimed is made in writing to the relevant Party no later than 6 calendar months from the date when the aggrieved Party became aware of, or should have become aware of, the facts or circumstances giving rise to the claim.

17.4. The limitations of liability set out above shall not apply to damages caused by gross negligence or intentional act or to breaches of clauses 13 (Intellectual properties), 14 (Indemnification), and 15 (Confidentiality).

18 Force majeure

18.1. Neither Party shall be liable for late, inadequate or omitted performance in accordance with the Agreement to the extent and during such time that a late, inadequate or omitted performance is to be attributed to circumstances beyond our reasonable control ("**Force Majeure**"). Any performances so suspended are to be resumed as soon as can be reasonably expected. Circumstances beyond a Party's control include, but are not limited to, general strike and other labor or industrial disputes, fires, explosions, flooding, earthquakes, typhoons, epidemics, wars, government measures, new or changed legislation, riots, revolutions, sabotage or adverse weather conditions that the Party could not reasonably expect to prepare for or otherwise find a way around.

19 Assignment

19.1. Neither Party may assign the Agreement whole or in part without the prior written consent of the other Party. Notwithstanding the aforesaid, each Party may assign the Agreement to an Affiliate.

20 Entire agreement

20.1. The Agreement constitutes the entire agreement between the parties on the subject matter of the Agreement and supersedes any previous written or oral agreement between the parties in relation to the subject matter dealt with herein.

21 Changes and amendments

21.1. Changes or amendments to the Agreement shall, to be valid, be agreed upon in writing and signed by authorized signatories of both Parties.

21.2. Notwithstanding the provisions in clause 21.1, NIC is entitled to unilaterally change the GTC. Changes to the GTC shall be notified to Customer at least 30 days before the change enters into force, unless the change is caused by a change in mandatory law, government decision or other circumstances beyond NIC's control. If a change is to the detriment of Customer, and Customer does

accept the change, Customer is entitled to terminate the Agreement no later than the day on which the change enters into force. Customer's continued use of the Services after a change has entered into force shall be deemed to mean that Customer has accepted the change and that Customer is bound by the changed GTC.

22 Governing law and dispute resolution

22.1. The Agreement shall be governed by and construed in accordance with Swedish substantive law.

22.2. Any dispute concerning or arising out of the Agreement shall be finally resolved by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"), unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the SCC Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. Unless otherwise agreed between the Parties, the language to be used in the arbitral proceedings shall be English.

22.3. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent from the other Party. Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute, or if obliged to do so by law or pursuant to any order of court or other competent authority or tribunal or required by any applicable stock exchange regulations or the regulations of any other recognized marketplace.

22.4. In case the Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

Appendix A to General Terms & Conditions – 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 SOLEY 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 LIABILIITY, 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 THRID PARTY LICENSORS' RIGHTS OR REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR VIOLATION OF MSP'S OR THIRD-PARTY LICENSORS' INTELLECTUAL PROPERTY RIGHTS.

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