
LICENSE AND SUPPORT CONDITIONS

These licence and support terms and conditions (the "Terms") govern the use of the Software and the provision of Services, both as defined below. The Software is the property of SecMaker AB, registration number 556671-5479, Hesselmans Torg 5, 131 54 Nacka, Sweden, hereinafter referred to as "SecMaker".

SecMaker and the Customer, as defined herein, are herein also jointly referred to as the "Parties" and individually as a "Party".

1. **DEFINITIONS**
 - 1.1 "Agreement" shall mean the order form through which the Customer has ordered the Software and any Support Services, together with these Terms.
 - 1.2 "Authorized User" shall mean each person who is given access to the Software through Customer.
 - 1.3 "Contact Person" shall mean the person appointed by the Customer to manage contacts with SecMaker on behalf of Customer
 - 1.4 "Customer" shall mean the entity that has ordered one or more licenses to the Software, as set out in the order form.
 - 1.5 "Effective date" shall mean the date when the signed Agreement is received by SecMaker.
 - 1.6 "License Fee" shall mean the monthly fee payable for each Authorized User.
 - 1.7 "Software" shall mean the object code version of SecMaker's software Net iD, including any Updates and Upgrades, and all related specifications, documentation and any additional materials.
 - 1.8 "Specification" shall mean the detailed written description of the Software, in the version available at SecMaker's website, www.secmaker.com, on the Effective Date and refers to the then current version of the Software.
 - 1.9 "Support Services" shall mean all services regarding the Software which SecMaker provides to the Customer according to the Agreement, at the level indicated on the order form, as further described at SecMaker's website, www.secmaker.com.
 - 1.10 "Territory" shall mean any country, except those where export control regulations or restrictions to the use of cryptographic products apply and those under sanctions.
 - 1.11 "Updates" shall mean published corrections of the Software provided to the Customer.
- 1.12 "Upgrades" shall mean published versions of the Software including new or better functionality provided to the Customer.
2. **SCOPE OF LICENSE AND SUPPORT SERVICES**
 - 2.1 Subject to Customer's payment of the License Fee, the Customer is hereby granted a non-exclusive, non-transferable license, within the Territory, to use and reproduce the Software for the Customer's internal use. The Software may only be used by the number of Authorized Users that the Customer has paid for and in accordance with the other terms and conditions of the Agreement and, unless otherwise is set forth in the Agreement, the Software may not be reproduced in a number of copies, or installed on a number of clients, greater than the number of Authorized Users.
 - 2.2 The Customer may not use, copy or otherwise transfer the Software, or part thereof, except as expressly permitted by the Agreement. The Customer may under no circumstances alter, develop or make additions to the Software.
 - 2.3 The Customer may not sub-license, rent, lend or otherwise permit any person other than the Customer to, directly or indirectly, with or without remuneration, dispose of or otherwise use the Software.
 - 2.4 The Customer may not decompile or reverse engineer the Software or by any other means try to recreate the source code of the Software or make copies for archival or disaster recovery purposes, other than as set out in mandatory law.
 - 2.5 The Customer may not remove or alter any proprietary rights notices on the Software, or the media by which the Software is made available, regarding patents, copyright, trademarks or other intellectual property rights.
 - 2.6 Provided that the Customer has not elected to solely order a Software license SecMaker shall provide Support Services to the Customer in accordance with the Agreement.

2.7 In the event Customer has solely ordered a license to the Software, Customer may order Support Services separately, subject to separate fees. Upon SecMaker's acceptance of such an order, such Support Services shall be governed by this Agreement and subject to the terms hereof.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 SecMaker, or SecMaker's licensor, owns, with the exception of any third-party products, all rights, including intellectual property rights, to the Software, including but not limited to patents, copyrights, design rights and trademarks, and nothing in the Agreement shall be interpreted as a transfer of such rights, or part thereof, to the Customer.

3.2 The Customer is only granted the limited license to the Software specifically set out in the Agreement.

4. FEES AND CHARGES

4.1 As consideration for the license to the Software and, where applicable, Support Services, the customer shall pay to SecMaker a monthly License Fee for each Authorized User, as set out in the Agreement.

4.2 The License Fee is stated exclusive of value-added tax, which shall be borne by the customer.

4.3 Secmaker may, upon notice to the customer, annually adjust the license fee in accordance with the change in the Swedish consumer price index over the preceding twelve (12) months. The adjusted License Fee shall apply as from the date of such adjustment.

4.4 Where Customer orders Support Services separately, a separate support fee ("Support Fee") is payable for any Support Services. The fees are set out in SecMaker's pricelist, available at www.secmaker.com.

4.5 The Support Fee does not include travel allowance, travelling and accommodation expenses or reimbursement for SecMaker's expenses such as costs for expendable supplies, data storage media and similar. Travel allowance, travelling and accommodation expenses shall be reimbursed in accordance with SecMaker's then current pricelist. Expenses shall be reimbursed at cost.

4.6 The fees and charges are stated exclusive of value-added tax, which shall be borne by the Customer.

5. PAYMENT

5.1 The License Fee will be invoiced quarterly in advance.

5.2 Where the Customer adds any Authorized User(s), SecMaker may in its discretion immediately invoice the License Fee for such Authorized User(s) for the remainder of the then current quarter or invoice the License Fee in arrears upon the expiry of such quarter.

5.3 Any Support Fee shall be invoiced monthly in advance.

5.4 The reimbursement for expenses shall be paid in arrears against invoice.

5.5 Invoiced amounts shall be paid within thirty (30) days from the date of the invoice.

5.6 If the event of late payment, Customer shall pay interest in accordance with the Swedish Interest Act from the due date. SecMaker shall also, upon written notice to the Customer, be entitled to cancel the License until the Customer has paid any outstanding claims.

6. DEFECTS IN THE SOFTWARE

6.1 SecMaker warrants that the Software, for a period of three (3) months after the date of installation, materially conforms to the Specification, subject to any amendments due to Updates and Upgrades, provided that: (i) the Customer has only used the Software in accordance with Section 2 above; (ii) the Customer has not used the Software in an incorrect or negligent manner; (iii) any defect in the Software is not caused by hardware, software, data, documentation or other equipment which has not been delivered by SecMaker; (iv) the Software has not been modified or used in a way deviating from its intended purpose; or (v) the defect in the Software does not merely affect the Customer's use of the Software in an insignificant manner.

6.2 SecMaker's warranty under this Section 6 only applies provided that the Customer: (i) notifies SecMaker in writing of the defect in the Software within the warranty period above according to Section 6.1 and within thirty (30) days from when the Customer discovered the defect, and (ii), if necessary, at its own cost sends any necessary material to SecMaker so the defect in the

Software can be recreated and examined by SecMaker.

6.3 Subject to fulfilment of the conditions set forth under Sections 6.1-6.2 above, SecMaker shall remedy the defect in the Software, as soon as reasonably can be required considering the nature of the defect and any other circumstances at hand. SecMaker shall thereby, at its own discretion, rectify the defects in the Software or replace the Customer's copy of the Software with a new copy. For such new copy the same terms and conditions as for the exchanged copy shall apply.

6.4 The warranty in this Section 6 shall be SecMaker's sole responsibility and liability in relation to defects in the Software.

7. AUDIT OF COMPLIANCE

7.1 SecMaker may appoint an independent third party to, within reasonable time and not more than fourteen (14) days after the Customer has received a written notice from SecMaker, during the Customer's normal working hours conduct an audit to determine that the Software is used in compliance with the terms and conditions of the Agreement.

7.2 The Customer shall cooperate with SecMaker during such audit and grant the independent third party appointed by SecMaker access to the Customer's premises. SecMaker's audit shall be performed in such manner and duration as to achieve its purpose and not unnecessarily disrupt the Customer's operations. Customer shall be liable to promptly remedy any breaches of the Agreement, including but not limited to underpayment of the License Fee revealed during the audit. If the audit reveals an underpayment of License Fees, in relation to the number of licenses being used, in excess of five (5) per cent of the License Fee due for the relevant period, the Customer shall also be liable for SecMaker's costs for the audit.

8. RETURN OF THE SOFTWARE

8.1 Upon termination of the Agreement, regardless of the reason therefor, the Customer shall immediately return or destroy all copies of the Software, and, whenever applicable, the media on which the Software has been made available to the Customer. The Customer shall thereafter certify in writing to SecMaker that such return or destruction has occurred and that the Customer neither directly nor indirectly, in whole or in part, holds or

disposes of the Software or any copy thereof.

9. SUPPORT SERVICES

9.1 SecMaker shall provide the Customer with the following Support Services:

a. Remote Support: SecMaker shall, primarily, by telephone or by e-mail, give instructions on how to work around defects in the Software in accordance with the Specification, and;

b. Correction of defects: If a defect is not remedied, or if SecMaker finds it appropriate, SecMaker shall correct or give instructions on how to work around the defect, whereby work is carried out on the Customer's premises in accordance with the Specification.

9.2 SecMaker shall ensure that it has an organization comprised of competent staff to execute the Support Services. SecMaker shall execute the Support Services with due care and in a professional manner and according to the methods and standards normally applied by SecMaker.

9.3 SecMaker shall provide and perform the Support Services during SecMaker's normal working hours, between 9 am and 5 pm. Support Services carried out outside of SecMaker's normal working hours require special agreement.

9.4 Where Customer has a customised version of the Software, SecMaker may, upon request, provide Customer with an almost finished version of an Upgrade, a release candidate, prior to issuing the Upgrade. The Customer may then test the release candidate in order to identify any issues in relation to its customised version of the Software. Any further assistance with the customised Software is subject to separate agreement.

10. EXCEPTIONS FROM THE SUPPORT SERVICES

10.1 SecMaker's obligations shall not include:

a. defects caused by the Customer's use of the Software with equipment, accessories or software other than those approved by SecMaker, in a way which affects the functionality of the Software;

b. defects caused by changes made by the Customer or interference with

	the Software carried out without SecMaker's consent;		media etc. required for the purpose of providing such Support Services be borne by the Customer.
	c. defects caused by the Customer changing the user environment or not using the Software in accordance with SecMaker's instructions or by other acts of negligence on the part of the Customer, and	12.6	The Customer shall be responsible for making back-up copies of the Software.
	d. defects caused through viruses or other outside influences, provided they were not negligently introduced by SecMaker, or defects caused by third parties in other ways or through other circumstances outside SecMaker's control such as defects in equipment, accessories or software not constituting part of the Software.	12.7	Upon completion of the Support Services, the Customer shall be responsible for any restart of its system.
		12.8	The Customer is solely responsible for the implementation and installation of any Updates and Upgrades.
		12.9	The Customer shall provide SecMaker with correct information for the purpose of providing the services. Furthermore, the Customer shall review documents received and notify SecMaker of its decisions, and make agreed arrangements in order for SecMaker to be able to fulfil the service levels.
11.	SERVICE LEVELS		
11.1	SecMaker shall provide and perform the Support Services in accordance with the service levels indicated on the order form and as further described on SecMaker's website, www.secmaker.com.	13.	DOCUMENTATION OF SUPPORT SERVICES PERFORMED
		13.1	When providing the Support Services, SecMaker shall document all significant measures taken and upon request by the Customer provide such documentation.
12.	CUSTOMER'S OBLIGATIONS REGARDING SUPPORT SERVICES	14.	SUBCONTRACTORS
12.1	The Customer shall appoint a Contact Person, with the agreed level of competence, who shall be responsible for reporting defects to SecMaker. The Customer shall provide SecMaker with contact details for such Contact Person.	14.1	SecMaker may engage sub-contractors to execute the Support Services. SecMaker shall be primarily liable for the sub-contractor's work.
12.2	The Customer shall, when required for the purposes of providing the Support Service, provide readily available documentation and information to SecMaker.	15.	LIMITATION OF LIABILITY
12.3	The Customer shall, when reporting a defect, state and, if necessary, demonstrate how the defect manifests itself. At SecMaker's request a Customer representative shall be available and assist during the period SecMaker is working.	15.1	Except for the liability regarding infringement of intellectual property rights in Section 16 below and confidentiality in Section 17 below, or in the event of gross negligence or wilful misconduct, SecMaker shall in no event be liable to the Customer under the Agreement for loss of profit, revenue, business savings or goodwill, loss of data, the Customer's obligation to compensate a third-party or any indirect or consequential damage.
12.4	If the Support Services are being provided remotely, the Customer shall, at SecMaker's request, enable SecMaker's access to the Software and any equipment which the Customer uses in its user environment.	15.2	Except for the liability regarding infringement of intellectual property Section 16 and the liability for breach of confidentiality Section 17 below or in the event of gross negligence or wilful misconduct, SecMaker's aggregate and total liability under the Agreement in respect of any one or more events or series of events (whether connected or unconnected) shall be limited to an amount equal to twenty-five (25) percent of the
12.5	If Support Services are carried out on the Customer's premises, the Customer shall, at its own expense, provide the working space needed for the Support Services. Furthermore shall the cost of any expendable supplies and data storage		

	License Fees paid by the Customer during the term of the Agreement.		Software with functionally equivalent software so that it does not infringe; or, (iv) reclaim the Software and, with the reduction of any reasonable benefit the Customer might have had from the Software, repay any License Fee paid, without interest.
	In the event that Customer has ordered any Support Services separately, SecMaker's liability shall in relation to (i) any Support Services be limited to an amount equal to twenty-five (25) percent of all payments of the Support Fee made under the Agreement.	16.6	This Section 16 constitutes the entire liability of SecMaker with respect to infringement of third party intellectual property rights.
16.	INTELLECTUAL PROPERTY INFRINGEMENT	16.7	If Customer uses, or intends to use, the Software in any Territory where algorithms are patentable, Customer acknowledges that such use is subject to Customer having ensured that that its use of the Software does not constitute infringement of any such patent and SecMaker expressly waives any and all liability in relation to any such infringement. Customer undertakes to defend, indemnify and hold harmless SecMaker from any claim from a third party in relation to any such infringement.
16.1	SecMaker agrees to indemnify the Customer from any claims by a third party based on the Customer's use of the Software, or part thereof, within the Territory, infringing any such third party's intellectual property rights. SecMaker's obligation to indemnify under this Section 16 is subject to the Software having been used in accordance with the terms and conditions set out in the Agreement.	17.	CONFIDENTIALITY
16.2	SecMaker shall have no obligation to indemnify the Customer against third party claims of infringement based upon (i) use, operation or combination of the applicable Software with non-SecMaker hardware, software, data, documentation or other equipment if such infringement would have been avoided but for such use, operation or combination; or (ii) the Software having been altered or used in a way deviating from its construction or from its intended purpose.	17.1	The Customer is aware that the Software contains trade secrets and other confidential information belonging to SecMaker. Hence, the Customer agrees not to make the Software available to any third party without SecMaker's prior written consent and to take all reasonable measures to ensure that trade secrets and any other confidential information contained in the Software are not disclosed to any third party. Each Party undertakes not to disclose to any third party, without the consent of the other Party, any information received from the other Party concerning its business operations as can be deemed to constitute a trade secret, information which is covered by a statutory duty of secrecy or information which should otherwise reasonably be considered to be of a confidential nature. Information stated by either Party to be confidential shall always be deemed to constitute a trade secret.
16.3	SecMaker's obligation to indemnify under this Section 16 only applies provided that the Customer (i) without undue delay notifies SecMaker in writing of the claims brought against the Customer; (ii) allows SecMaker to control the defence and all related settlement negotiations and solely to decide thereon; and (iii) acts in accordance with SecMaker's instructions and, at the Customer's own expense, cooperates with and assists SecMaker to the extent reasonably requested by SecMaker.	17.2	The Parties' confidentiality obligation under this Section 17 shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate (i) is already known when received, (ii) is or has become public knowledge other than through a breach of the Agreement, (iii) is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure in relation to SecMaker, or (iv) is to be made publicly available due to a court order, a decision by a public body or as otherwise required by mandatory law.
16.4	Subject to the conditions under Section 16.1-16.3, SecMaker shall indemnify the Customer for such damages, liabilities, costs or expenses awarded in a final judgment or settlement which has been approved in writing by SecMaker.		
16.5	If an infringement due to the Customer's use of the Software is finally established, SecMaker shall, at its own discretion, (i) procure for the Customer the right to continue using the affected Software; (ii) modify the affected Software so that it does not infringe; (iii) replace the affected		

17.3 Each Party agrees to impose on its employees and consultants, in an appropriate manner, the terms and conditions concerning the use of the Software set out in Section 2 and the confidentiality obligations set out above in this Section 17. The Parties shall ensure that any subcontractors engaged sign a confidentiality undertaking containing equivalent provisions for the benefit of the other party. The Customer shall be liable in relation to SecMaker for its employees' and consultants' actions and for their observance of the above stated provisions.

17.4 The Parties' confidentiality obligations under the Agreement shall be valid during the term of the Agreement and continue for a period of two (2) years after termination of the Agreement, regardless of the reason therefor.

18. TERM AND TERMINATION

18.1 The Agreement shall enter into force on the Effective Date and shall remain in force for an initial term of three (3) years, whereafter it shall be automatically extended by consecutive one (1) year terms, unless terminated by either Party by giving written notice no less than three (3) months' prior to the expiry of the then current term.

18.2 Beyond what is expressly stated in the Agreement, each Party may, after a written notice to the other Party, terminate the Agreement, with immediate effect if: (i) the other Party has committed a material breach of the Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice to that effect; or (ii) the other Party's assets become the subject of an insolvency proceeding, or the other Party goes into liquidation, suspends payment of its debts or can otherwise be deemed insolvent.

18.3 In the event the Customer has committed a material breach of the Agreement, the Customer shall compensate SecMaker for its damages, costs, or loss, regardless if SecMaker chooses to terminate the Agreement under this Section 18 or not. If the material breach consists of the Customer making unauthorized copies of the Software, or parts thereof, the Customer shall be obliged not only to pay the License Fee for the unauthorized copies but also to compensate SecMaker in full for the damage caused due to the breach. The unauthorized copies of the Software shall be destroyed in accordance with what is stated in Section 8.

18.4 The Customer shall upon termination of the Agreement in accordance with the above

not be entitled to any refund of any fees paid in advance for the time after termination of the Agreement.

19. FORCE MAJEURE

19.1 If and to the extent that a Party's performance of any of its obligations pursuant to the Agreement is prevented, hindered or delayed due to any circumstance beyond the reasonable control of such Party such as, lightning, labour disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of his sub-suppliers due to the a circumstance here stipulated (each, a "Force Majeure Event"), then the non-performing Party shall be excused from any performance or liability of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Events.

19.2 Should fulfilment of the Agreement to an extensive part be prevented for more than three (3) months due to any circumstance as described above, each Party shall have the right to, by written notice, terminate the Agreement.

20. MISCELLANEOUS

20.1 In the case of any inconsistency between these Terms and the order form, the order form shall prevail.

20.2 Any amendment or modification to the Agreement must, in order to be binding, be in writing and signed by both Parties.

20.3 The Customer may not assign any rights or obligations under the Agreement to a third party unless SecMaker has given its prior written consent thereto.

20.4 Any termination or other notice given shall be in writing and may be delivered by courier, sent by registered letter, facsimile or e-mail to the Parties contact persons at the addresses stated in the Agreement. Such notice shall be deemed to be given when received or if sent by courier, on the day of delivery to the receiving Party; if sent by registered letter, five (5) days after the day of dispatch; if sent by facsimile, on the

day of sending, provided a confirmatory transmission report generated by the sending machine was received by the sending party on the same day; or if sent by e-mail, on the email is sent to the other Party's e-mail address as set out in the Agreement, provided that the sending account indicates that the email was sent successfully.

21. **DISPUTES AND GOVERNING LAW**

21.1 Any dispute, controversy or claim in connection with the Agreement, and any non-contractual obligations arising out of or in connection with the same, shall be governed by and construed in accordance with the laws of Sweden, with the exclusion of its conflict of law rules.

21.2 Any dispute, controversy or claim (contractual or non-contractual) arising out of or in connection with this contract, 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).

21.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the 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.

21.4 The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.
