

TERMS OF USE

ZebClient

These terms of use for ZebClient ("**Terms of Use**") shall apply to Zebware AB's (the "**Supplier**") provision of ZebClient to you (the "**Customer**"). These Terms of Use become applicable immediately upon the Customer's activation of ZebClient with the Customer's license key provided by the Supplier.

The Supplier and the Customer are jointly referred to as "**Parties**" and individually as a "**Party**".

1. DEFINITIONS AND INTERPRETATION

In these Terms the terms set out below shall have the following meanings:

"**Customer**" means the legal entity that has purchased a Subscription for ZebClient;

"**Customer Portal**" means the Supplier's portal accessible via the Website, where customers of the Supplier may e.g. enter payment details and view which subscriptions that have been purchased;

"**Institute**" shall have the meaning ascribed to it under section 11.2;

"**Product Documentation**" means the product documentation relating to ZebClient, to be found on zebware.com;

"**Subscription**" means the Customer's subscription for ZebClient subject to the terms of these Terms of Use;

"**Subscription Fee**" means the fee for the Subscription;

"**Subscription Period**" means the period associated with the Customer use of the Subscription subject to the terms of these Terms of Use;

"**Supplier**" means Zebware AB, a company incorporated under the laws of Sweden with registration number 556917-3940;

"**Terms of Use**" means these Terms of Use for ZebClient (as amended from time to time in accordance herewith);

"**Website**" means <https://www.zebware.com>.

"**ZebClient**" means the ZebClient product as described in the Product Documentation.

2. VOLUME-BASED SUBSCRIPTION

2.1 ZebClient is offered as a Subscription where the fees payable by the Customer are determined based on the actual use of ZebClient. The Customer will be charged for the data volume under ZebClient management, subsequent to the from time to time applicable prices set out on the Website and the Customer Portal.

2.2 The Product Documentation may be viewed and downloaded through the hyperlinks on the Supplier's website and are incorporated by reference into these Terms of Use.

2.3 Price and payment terms are set out in Section 5.

3. GRANT OF LICENSE AND INTELLECTUAL PROPERTY RIGHTS

3.1 Provided that the Customer has fulfilled and continues to fulfil its payment obligations in Section 5 below, the Supplier hereby grants to the Customer, during the Subscription Period, a non-exclusive, non-transferable, and limited license to:

- a) use ZebClient in accordance with its respective instructions and specifications, including the Product Documentation;
- b) use ZebClient solely for the Customer's internal business operations and under the Customer's continued control in accordance with these Terms of Use; and
- c) use ZebClient solely in a manner that complies with all applicable laws, including, but not limited to applicable restrictions concerning copyright and other intellectual property rights.

3.2 The Customer is explicitly not allowed to:

- a) reproduce, copy or transfer ZebClient, in whole or in part, or to provide a license key to ZebClient to any other party;
- b) decompile, disassemble, reverse engineer, or otherwise modify ZebClient or any copy of ZebClient;
- c) edit, alter, modify, adapt, translate or otherwise change the whole or any part of ZebClient or of any copy of ZebClient;
- d) sell, distribute, resell, redistribute, rent, lease, lend or otherwise use ZebClient or any copy of ZebClient, for any commercial purposes, or to allow any third party to use ZebClient or any copy of ZebClient on behalf of or for the benefit of any third party;
- e) combine ZebClient or any copy of ZebClient with or include or incorporate ZebClient or any copy of ZebClient into any other software, computer programs or the like; and
- f) use ZebClient or any copy of ZebClient in any way which breaches any applicable law;

3.3 Customer will be and remain fully responsible for taking all appropriate measures to protect his own devices, IT and production environment, software and data against any loss and impairment.

3.4 Customer will fully indemnify and hold harmless the Supplier against any and all damages and losses resulting from any breach of these Terms of Use and/or of any applicable law.

3.5 These Terms of Use also apply to any and all updates, enhancements, maintenance releases, patches, bug-fixes, supplements, amendments, modifications and services with respect to ZebClient, if any, unless other terms accompany those updates, enhancements, maintenance releases, patches, bug-fixes, supplements, amendments, modifications and services.

- 3.6 The Supplier reserves any and all rights to ZebClient and its other intellectual property rights that are not expressly licensed to the Customer under these Terms of Use. For the avoidance of doubt, nothing in these Terms of Use shall be construed as a transfer of any of the Supplier's intellectual property rights.
- 3.7 Any intellectual property rights vested in e.g., (without limitation) any software, drawings, technical solutions, documentation, materials resulting from any development of ZebClient shall be owned by and the sole property of the Supplier. During the Subscription Period, the Customer is granted a non-exclusive, non-sub licensable and non-transferrable license to use the result of such development.
- 3.8 The Customer shall retain all intellectual property rights in and to any Customer data which is handled by or cached in ZebClient. By downloading ZebClient, the Customer grants the Supplier a non-exclusive, non-revocable, royalty-free right to use metadata from any data that has been handled by ZebClient, for analytical, statistical and/or development purposes or when such use is necessary for the provision of ZebClient.
- 3.9 Trial License
- 3.9.1 To the extent the Customer has downloaded a trial version of ZebClient, the Customer is granted a limited, revocable and free of charge license to use the trial version of ZebClient only for the purposes of testing ZebClient and the features demonstrated in the trial version downloaded by the Customer.
- 3.9.2 The Customer's trial license granted in Section 3.9.1 above will expire after a period of thirty (30) days. Thereafter, the Customer will no longer be entitled to use the trial version of ZebClient and must acquire the full license in order to use ZebClient.
- 3.9.3 When using the trial version of ZebClient, the Customer is obligated to observe and comply with the Customer's obligations set out in these Terms, save for the obligations that are attributable to the Customer's payment of any fees. Zebware, however, does not make any warranties or representations in relation to the trial version or ZebClient, or the use and/or functionality thereof.
- 3.9.4 For the avoidance of doubt, Zebware's support and maintenance obligations does not apply in relation to the trial version of ZebClient.

4. ERRORS

In the event of errors in ZebClient which materially impair the functionality of ZebClient, the Supplier shall make reasonable endeavours to correct such error within reasonable time. In the event that the Supplier is not able to correct the error, the Customer shall receive a refund of the Subscription Fee attributable (on a pro rata basis) to the remainder of the Subscription Period i.e., the Customer will not be entitled to any refund for any Subscription Fees accrued up until the error occurred. This shall be the Customer's sole remedy and the Supplier's sole liability in the event of an error in ZebClient.

5. PRICE AND PAYMENT

5.1 Subscription Fees

- 5.1.1 The from time to time applicable Subscription Fees or any other fees that the Customer shall pay to the Supplier as remuneration for ZebClient under these Terms of Use, are set out on the Website and in the Product Documentation.
- 5.1.2 All Subscription Fees are stated exclusive of VAT.
- 5.1.3 Payment for ZebClient use will be charged monthly in arrears dependent on the Customer's use of ZebClient, in accordance with what is set out in section 2.1 above.
- 5.1.4 When the Customer has elected the hybrid fee model, the fix Subscription Fee will be charged on a monthly basis in advance during each relevant Subscription Period.

5.2 Terms of payment

- 5.2.1 Payment for the Subscription Fee may be made through card payment or upon invoice, as specified by the Customer in the Customer Portal.
- 5.2.2 If the Customer elects payment by card as method of payment, the Customer must submit its credit card details in the Customer Portal. The Customer shall ensure that such details are updated as relevant and that the credit card has sufficient funds to cover any fees due. The Supplier shall be entitled to withdraw the amount due. In the event that the credit card does not hold sufficient funds at the time when the Supplier attempts to withdraw the amount, the Customer shall be regarded as being in delay with the fees due.
- 5.2.3 Payment upon invoice shall be made within thirty (30) days from the invoice date.
- 5.2.4 If the Customer is delayed with payment of fees, interest on overdue payment will be charged in accordance with the Swedish Interest Act (1975:635) (Sw. Räntelagen), calculated from the first day of the Customer's delay.
- 5.2.5 The Subscription Fee is as a standard charged in EUR. The Customer may however select a price list in either SEK or USD in the Customer Portal.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 6.1 The Supplier does not warrant that the functions of ZebClient will meet the Customer's requirements, and although Supplier has used reasonable efforts to minimize defects or errors in ZebClient, the Supplier does not warrant that ZebClient or any use of ZebClient will be error-free or uninterrupted.
- 6.2 The Customer acknowledges and agrees that ZebClient is offered on an "as-is" and "as-available" basis. To the fullest extent permitted by law and unless otherwise expressly stated in Section 6.1, the Supplier disclaims all warranties and representations, expressed or implied.

- 6.3 Either Party is liable for damages incurred by the other Party as a result of a breach of these Terms of Use. A Party's liability for damages only covers compensation for direct damages.
- 6.4 In no event shall the Supplier be liable to the Customer or any third party in any manner for any indirect damages of any kind, including, without limitation, for lost profits, lost sales, lost revenue or loss of use, regardless of the form of action.
- 6.5 The Supplier's aggregate liability under these Terms of Use shall per calendar year (to the extent permitted under applicable law) be limited to an amount equivalent to twelve (12) months' Subscription Fee.
- 6.6 No limitations of liability shall apply to the Customer's breach of sections 3 and 8 under these Terms of Use.

7. SUBSCRIPTION PERIODS AND TERMINATION

- 7.1 The ZebClient Subscription will run until further notice and can be cancelled at 60 days' notice in which case the Customer will be invoiced for any outstanding amounts.
- 7.2 Either Party is entitled to terminate the Subscription, if:
- 7.2.1 the other Party fails to fulfil its obligations under these Terms of Use, provided that such failure is of material importance for the other Party and the failure has not been cured within thirty (30) days of receiving written notification from the Party invoking this Section 7.2.1. The notification shall be made without unreasonable delay, once the Party becomes aware of the relevant circumstances;
 - 7.2.2 the other Party has taken general measures to cease payment of its debts, initiated negotiations for a general agreement with its creditors, been subject to an application for bankruptcy proceedings or enters into composition, reorganisation or similar arrangements with its creditors or ceases to carry on business or is wound up or goes into liquidation or has a receiver appointed for all or any part of its assets; or
 - 7.2.3 the other Party has repeatedly failed to fulfil its obligations under these Terms of Use, regardless if such Party has cured the failures in accordance with section 7.2.1 above.
- 7.3 Notwithstanding anything to the contrary, the expiration or termination of the Subscription shall not affect rights, indemnities or liabilities accrued prior to the expiration or termination of these Terms of Use.
- 7.4 Upon expiration or termination of the Subscription for any reason, all of the Customer's license to use ZebClient shall immediately cease.

8. CONFIDENTIAL INFORMATION

- 8.1 The term "**Confidential Information**" in these Terms of Use refers to all information – technical, commercial or of any other nature – which is directly or indirectly provided by either Party to the other Party and relates to (i) the disclosing Party's business or (ii) the disclosing Party's products, regardless of whether such information has been documented and

is reproduced in images, software, drawings, specifications, data, graphs, diagrams or in another manner, with the exception of information which the receiving Party can evidence:

8.1.1 was generally available to the public at the time of disclosure;

8.1.2 has been approved in writing by the disclosing Party for disclosure; or

8.1.3 must be disclosed to comply with applicable law, ordinances, binding decisions by competent authorities or similar.

8.2 Without any limitation in time, the receiving Party undertakes to not reveal, disclose or otherwise reveal Confidential Information, whether orally or otherwise.

9. FORCE MAJEURE

9.1 Neither Party is responsible for any failure to perform its obligations under these Terms of Use, if it is prevented or delayed in performing those obligations by an event of force majeure and the event prevents or severely complicates or delays the fulfilment thereof. An event of "force majeure" is an event or circumstance which is beyond the control and without the fault or negligence of the Party affected, including, but not limited to, acts of war, nature disasters, governmental actions, new or changed legislation, epidemic or pandemic, delays or disruptions of the internet and telecommunications networks, electrical failure, labour disputes, third party non-performance, blockade, fire, flood or disasters.

9.2 Where there is an event of force majeure, the Party prevented from or delayed from performing its obligations under these Terms of Use must immediately notify the other Party.

9.3 Notwithstanding anything to the contrary, either Party may terminate the Subscription with immediate effect if any obligation is delayed for a longer period of three (3) months due to a force majeure event.

10. MISCELLANEOUS

10.1 Assignment

The Customer is not entitled to assign all or parts of its rights or obligations under these Terms of Use without the Supplier's written consent. However, the Supplier is entitled to assign all or parts of its rights and obligations under these Terms of Use. In such case, the Customer will be informed of the assignment.

10.2 Headings

The division of these Terms of Use into separate sections and the insertion of headings are for convenience only and shall not affect the interpretation of these Terms of Use.

10.3 Entire agreement

These Terms of Use, together with the appendices referenced to herein and all Product Documentation, constitutes the Parties' entire agreement of all matters set forth in these Terms of Use. Any written or oral commitments that preceded these Terms of Use are replaced by the contents of these Terms of Use.

10.4 **Severability**

If any provision of these Terms of Use or parts thereof shall to any extent be or become invalid or unenforceable, the Parties shall agree upon any necessary and reasonable adjustments of these Terms of Use in order to secure the vital interests of the Parties and the main objectives prevailing at the time of execution of these Terms of Use. Failing an agreement between the Parties on adjustments to these Terms of Use, such adjustment shall be made by arbitrators in accordance with the provisions of section 11 of these Terms of Use.

10.5 **Amendments**

The Supplier is entitled to update or amend these Terms of Use at its sole discretion. However, if such update or amendment entails either (i) a material change of the provisions under these Terms of Use, (ii) a negative impact on the Customer's business, or (iii) a change in the fees paid under these Terms of Use, the Supplier shall notify the Customer about the update or amendment at latest sixty (60) days before such update or amendment enters into effect. The Customer shall in such case during such sixty-day-period be entitled to terminate the Agreement with immediate effect. If the Customer has not terminated the Agreement within sixty (60) days of the notification of the update or amendment, the Customer shall be deemed to have accepted the update or amendment.

10.6 **Waiver**

No consent of waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under these Terms of Use shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or omission of the other Party, or to declare that the other Party is in default, shall not constitute a waiver by the first Party of its rights under these Terms of Use. No waiver of any rights under these Terms of Use shall be effective unless in writing and duly signed by the Party purporting to give the same.

10.7 **Notices**

Any communication with the Supplier relating to the Software or these Terms of Use can be made through the communication function on the Website, or through the Customer Portal (as the case may be). Termination or cancellation of the Subscription Period or if any changes to the Subscription (e.g. increasing elected tier), shall be made through the Customer Portal.

Any other formal notice to be served by either Party under these Terms of Use shall be in writing and may be delivered by courier, sent by registered mail (REK), e-mail to the Parties' on the addresses indicated in the Customer Portal. A notice shall be deemed to be given:

- (i) if sent by courier: on the day of delivery;
- (ii) if sent by registered mail (REK): three (3) business days after posting; and/or
- (iii) if sent by e-mail: when actually received by the receiving Party.

11. DISPUTE RESOLUTION

- 11.1 These Terms of Use shall be governed by the laws of Sweden, without application of its principles regarding conflict of laws.
- 11.2 In the event of any dispute, controversy or claim arising out of or in connection with these Terms of Use, the Parties shall firstly resolve the issue by means of discussions in good faith. If such resolution is not possible, the dispute, controversy or claim shall be finally settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**"). The Institute's Rules for Expedited Arbitration shall apply unless the complexity and value of the claim and other relevant circumstances provides that the Rules for Arbitration of the Stockholm Chamber of Commerce shall apply instead. In the event of the latter, the Institute shall decide whether the arbitration panel shall consist of one or three arbitrators. The arbitration shall take place in Stockholm and the language of the proceedings shall be English, unless the Parties agree otherwise.
- 11.3 All arbitral proceedings conducted with reference to this section 11.3 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 approval of all Parties hereto. Notwithstanding the above, a Party shall not be prevented from disclosing such information if the Party is obligated to disclose under statute, regulation, a decisions by an authority, a stock exchange contract or similar, provided that (to the extent lawfully possible) the disclosing Party first consults with the other Party as to the nature, proposed form, timing and purpose of such disclosure and uses all reasonable endeavours to ensure that such information is treated by any receiving Party as confidential.

Authorized signer:	Mobile number (international format):
E-mail address:	
Company:	Organization number:
Signature:	