

General Terms and Conditions for Hardware Appliance Delivery

These General Terms and Conditions shall apply to all offers and Agreements under which PrimeKey Solutions AB or any affiliate of PrimeKey Solutions AB ("PrimeKey") supplies Hardware Appliances (as defined below) to the Customer.

No deviations from these General Terms and Conditions shall be valid unless expressly agreed in writing. In no event shall any other terms or conditions set forth on a purchase order submitted by Customer be binding on PrimeKey.

Definitions

Unless the context or circumstances clearly indicate otherwise, the following words and phrases shall have the meanings specified below:

Agreement: The agreement, including appendices, entered into between the parties.

Hardware Appliance: The consists of the Hardware and Software Products and any Third-Party Applications configured and delivered in accordance with the Agreement.

Hardware: The physical hardware unit(s) to be delivered in accordance with the Agreement.

Software: The Software Products and Third-Party Applications agreed to be included in the Hardware Appliance including any Updates developed by PrimeKey and provided under the Support and Maintenance Agreement regarding the Hardware Appliance.

Software Product: Each Primekey software product/module agreed to be delivered in accordance with the Agreement.

Third-Party Applications: The third-party software products included in the Hardware Appliance, and disclosed by Primekey, which license terms and conditions are appended to these General Terms and Conditions by way of inclusion.

1. SCOPE OF DELIVERY

A. Quantity

Customer shall purchase and PrimeKey shall, subject to the Customer's compliance with any and all license conditions applicable to the Software (including license conditions for Third-Party Applications), deliver the quantity of Hardware Appliances and with the content of the Software as specified in the Agreement.

B. Purchase Order(s)

Additional purchase orders shall not be binding on PrimeKey unless and until PrimeKey has accepted the purchase order by a written acknowledgement. A Purchase Order shall be a separate Agreement, unless otherwise agreed. These General Terms and Conditions shall apply on such purchase order.

C. Standard Products

The Hardware Appliances shall be PrimeKey's standard products. Unless specifically stated in a separate agreement between PrimeKey and Customer, PrimeKey shall have no obligation to create special or customized versions of any such product, or to ensure that the Hardware Appliance operate with Customer's equipment, software, or systems. PrimeKey reserves the right, without prior approval from or notice to Customer, to make changes to any Hardware Appliance (i) to meet published specifications; (ii) that do not adversely affect the performance of the Hardware Appliance below any published specification; or (iii) when required for purposes of safety or statutory requirements. PrimeKey also reserves the right to make changes to any Hardware Appliance without any obligation to make the same changes to Hardware Appliance previously ordered by or sold to Customer.

D. Serial number

PrimeKey will specify applicable serial number for the delivered Hardware if necessary.

2. PRICE AND PAYMENT TERMS

A. Prices

The price(s) for the Hardware Appliance to be delivered in accordance with the Agreement are stated in the Agreement. If only a fixed price is given for the Hardware Appliance it includes the purchase price for the Hardware Appliance and license fee for the Software. Otherwise a price is given for the Hardware Appliance and license fee for each Software Product.

B. Taxes

Customer shall be responsible for any taxes, duties, fees, charges or assessments of any nature appropriately levied by any governmental authority against the Hardware Appliance in Customer's possession or in connection with the sale or import of the Hardware Appliance, whether or not title thereto has passed to Customer. If PrimeKey is required to

pay any such taxes levies and/or fines, penalties or assessments as a result of Customer's failure to comply with any applicable laws or regulations governing payment of such levies or as a result of Customer's failure to comply with any Term, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed by Customer upon submission of PrimeKey's invoice thereof. If Customer is required to pay any withholding tax on the use of any portion of the Hardware Appliance of any payments due to PrimeKey hereunder, Customer agrees to gross up payments actually made such that PrimeKey shall receive sums due hereunder in full and free of any deduction for any such withholding tax.

C. Payment terms

PrimeKey will invoice the Customer at the time of each shipment of Hardware Appliance. Payment terms for all invoiced amounts shall be thirty (30) days from the date of invoice(s), unless PrimeKey requested advance payment in the Agreement or PrimeKey ship the Hardware Appliance to Customer freight collect according to section 3 B. Customer shall make all payments due to PrimeKey WITHOUT ANY OFFSET OR DEDUCTION WHATSOEVER, and without regard to whether Customer has made or may make inspections of the Hardware Appliance delivered to Customer. If deliveries are authorized in installments, each shipment shall be paid for when due without regard to other scheduled deliveries. Any invoiced amount which is not paid when due shall bear a late fee at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is less. If Customer fails to pay any invoice when due, or the creditworthiness of Customer is questioned by PrimeKey, then PrimeKey reserves the right after a written notice to the Customer to withhold further shipments (and the provision of services) until Customer paid its due invoices and/or re-established its creditworthiness to PrimeKey's satisfaction.

3. DELIVERY TERMS

A. Delivery - delays

The Software will be included in the Hardware Appliance at delivery. Any updates of the Software will be made available at PrimeKey's website and downloaded by Customer in accordance with what is stated in the Support and Maintenance Agreement.

PrimeKey shall use its reasonable efforts to ship Hardware Appliance to Customer in accordance with the shipment schedule provided by PrimeKey to Customer. Delivery dates proposed by Customer in its purchase order or other documentation shall not be binding on PrimeKey. If there is a delay in delivery caused by PrimeKey for more than 30 days, the Customer may cancel the delayed shipment through written notice to PrimeKey. Notwithstanding the foregoing and without limiting the generality of section 10, PrimeKey shall not be liable for damages of any kind as a result of a delay in delivery including but not limited to a cancellation of a shipment due to late delivery, regardless of the reason. The delivery schedule shall be extended automatically by a period of time equal to the time lost because of any such delay. If PrimeKey has requested a bank guarantee in the Agreement a shipment is conditioned on that PrimeKey has received the requested bank guarantee.

B. Shipment

All physical deliveries of the Hardware Appliance and any other deliveries shall be Ex Works (INCOTERMS 2020 or any later version) PrimeKey's facility.

4. TITLE TO HARDWARE APPLIANCE

A. Transfer of Title

Title to the Hardware Appliance shall pass to Customer upon payment in full of the price for the Hardware Appliance. Notwithstanding any provision herein to the contrary, Customer shall take no title to any Third-Party Applications or the Software which shall be licensed pursuant to this Agreement.

5. LICENSE TO SOFTWARE

A. License to Software Product

Subject to the terms of this Agreement, PrimeKey grants to the Customer a time limited or perpetual, non-exclusive, non-transferable right to use the Software Products in the object code only on the number of Hardware that Customer bought a license for and only to install and use the Software Products on the hardware delivered under the Agreement (the Hardware Appliance) and to the extent that may be stipulated in other documents in the Agreement for internal purposes and not as a part of service to third parties. The license may be time limited or perpetual, which will be stated in the Agreement.

B. Third-Party Applications

For Third-Party Applications forming a part of the Software, the license terms governing the Third-Party Application shall take precedence. Some Third-Party Applications and/or libraries may be subject to LGPLv2.

C. Time Limited License termination (Subscription)

If the license is time limited or on a subscription basis, the license will be valid for as long as the price is paid. Customer agrees that Customer shall not use the Software Product after the applicable subscription period. Customer shall provide one (1) months written notice to PrimeKey if the Customer wants to terminate this Agreement. PrimeKey is entitled to disable the Software Product, either via a time-lock mechanism or other kinds of disabling code, remotely in the event of non-payment of applicable fees. PrimeKey may require the Customer to reactivate the Software Product upon payment of applicable fees. No part of any paid license fee is refundable in the event of termination

6. INTELLECTUAL PROPERTY RIGHTS

A. Rights

All rights, title, ownership and interest in and to Software Products and derivative works thereof, but not limited to, all intellectual property rights therein, are and shall remain the property of PrimeKey and/or its suppliers unless explicitly stated herein.

B. Restrictions

Customer agrees that Customer shall not: (a) modify, reverse engineer or decompile, disassemble or otherwise translate the Software or alter or make derivative works thereof, unless permitted according to mandatory law; (b) remove or alter any of PrimeKey’s proprietary notices or legends, including any PrimeKey trademark contained in or on the Hardware Appliance or the documentation, or any of PrimeKey’s or its suppliers’ trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Hardware Appliance (or their packaging or documentation) without the specific prior written consent of PrimeKey; (c) make any copies of the Software or the documentation except for back up purposes; (d) sublicense, assign or otherwise transfer its rights under this section 6.

7. LIMITED WARRANTIES – HARDWARE

A. Express Warranty for the Hardware

Subject to the provisions of this section 7 and section 10, PrimeKey expressly warrants that, for a period of twelve (12) months (the “Warranty Period”), all components of the Hardware shall be free from faulty workmanship and defective materials under normal use and service. The Warranty Period shall commence on the date the Hardware Appliance is shipped from PrimeKey’s facility (as evidenced by PrimeKey’s packing slip or other receipt). The warranty stated by PrimeKey in this section 7 A is the only express warranty provided by PrimeKey. This express warranty may be modified only by express written agreement between the parties, and may not be modified or amended by any course of dealing between the parties, or custom and practice in the industry. Customer’s remedies and PrimeKey’s aggregate liability with respect to the warranty provided by PrimeKey in this section 7 A are set forth in and limited by this section 7 and section 10. PrimeKey’s warranty does not apply to consumable items (e.g. batteries)

Warranty Remedy

If a Hardware fails under normal use and service during the Warranty Period due to a defect in materials or faulty workmanship (“defect”), PrimeKey’s sole obligation and Customer’s sole remedy shall be to repair or replace the Hardware, at PrimeKey’s option. Following repair or replacement, the Warranty Period shall expire at the end of the original period. Hardware and components that are replaced by PrimeKey shall remain PrimeKey’s property.

B. Warranty Conditions

PrimeKey’s express warranty is strictly for the benefit of Customer and does not extend to any third party. PrimeKey’s express warranty is contingent upon Customer’s payment of the purchase invoice and proper use of the Hardware Appliance, in accordance with any instructions or manuals provided by or available from PrimeKey. PrimeKey shall have no obligation under this express warranty unless Customer promptly reports the claim. PrimeKey’s obligations under this warranty are subject to PrimeKey’s examination of the Hardware and PrimeKey’s determination to its reasonable satisfaction that the claimed defect or fault actually exists and is not excluded from PrimeKey’s warranty under this section 7. If PrimeKey determines that the Hardware is not defective or faulty within the terms of the express warranty, Customer shall pay for all costs of handling, transportation and repairs at PrimeKey’s then prevailing repair rates.

C. Warranty Exclusions

PrimeKey’s express warranty shall not apply if the defect or fault is caused by any of the following after delivery by PrimeKey: accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power or environmental controls, rough handling during transportation, Customer’s failure to maintain the Hardware in accordance with PrimeKey’s specifications, abuses to the Hardware other than ordinary use, modifications by Customer, alterations or repairs by a party other than PrimeKey (unless specifically authorized by PrimeKey in writing). This express warranty will be rendered void if PrimeKey’s serial numbers, warranty data or quality assurance decals on the Hardware are removed or altered.

8. LIMITED WARRANTIES – SOFTWARE - “AS IS”

A. PrimeKey and the Customer shall enter into a Support and Maintenance Agreement. The rectification and liability for any defects in the Software shall be solely regulated and governed by the Support and Maintenance Agreement. Customer may not in any case make any claims against PrimeKey for any defects or problems with the Software under the Agreement. Notwithstanding this, if there is a major defect in the Software that is reported in writing within 30 days from the delivery of the Software and the defect has not been rectified according to the Support and Maintenance Agreement within 60 days from the report, the Customer may, in writing, set a reasonable final deadline for rectification. If the major defect has not been rectified when the deadline has expired and it is of substantial significance for the Customer’s use of the concerned Software and PrimeKey knew or should have known of this, the Customer shall be entitled after the expiry of the deadline to notify PrimeKey in writing of the cancellation of the Agreement for the applicable Software. If the Customer cancels the Agreement for the concerned Software the Customer shall be entitled to refund of the paid price for that Software, which shall be the exclusive remedy for the major defect and with no right to damages for Customer.

B. Unless explicitly apparent in the Agreement or the product documentation PrimeKey makes no warranty regarding the Software, expressed or implied, including but not limited to any implied warranties of merchantability and fitness for particular purpose, other than that the Software will operate in combination with the software and hardware in the Hardware Appliance. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO CASE WILL PRIMEKEY BE OBLIGED TO COMPENSATE THE CUSTOMER FOR DAMAGE, BE IT DIRECT OR INDIRECT, CAUSED BY MALFUNCTIONS OF THE SOFTWARE OR THE CUSTOMER’S USE OF IT, NOR IS PRIMEKEY RESPONSIBLE FOR DAMAGE WHICH MAY OCCUR AS A CONSEQUENCE OF THE CUSTOMER’S USE OF THE SOFTWARE SUCH AS LOSS OF DATA, SALES, PRODUCTION OR PROFITS OR ANY DAMAGE TO A THIRD PARTY. THE EXPRESS WARRANTIES OF PRIMEKEY STATED IN SECTION 8(A) ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF PRIMEKEY STATED IN SECTION 8(B) REPLACES ANY OTHER LIABILITY OR OBLIGATION OF PRIMEKEY ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SOFTWARE. PRIMEKEY DOES NOT INSURE THE SECURITY PROVIDED BY THE SOFTWARE, NOR DOES IT WARRANT AGAINST IMPROVEMENTS IN THE TECHNICAL ARTS THAT MAY RENDER THE SOFTWARE INEFFECTIVE OR OBSOLETE.

9. INFRINGEMENT

A. PrimeKey undertake to defend, at its own expense, the Customer against any claim, suit or proceeding brought against any of them based on the allegation that the use of any Software within EU or United States furnished by PrimeKey under the Agreement constitutes an infringement of any intellectual property rights or applications thereof or an unauthorized use of know-how, trade secrets or other proprietary rights. PrimeKey shall furthermore indemnify the Customer against any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation of PrimeKey only applies if the Customer has notified PrimeKey without undue delay in writing of such claim, suit or proceeding and PrimeKey given authority, information, and assistance to settle the claim or control the defense of any suit or proceeding.

B. In the event that the Software or any part thereof is in such suit held to constitute an infringement and/or its further use is enjoined, PrimeKey shall promptly, at its own expense and at its option, and to the extent it is commercial reasonable either: (a) replace the infringing Software with non-infringing software programs and documentation of equivalent

function and performance; or (b) modify the Software so that they become non-infringing without detracting from function or performance. If it is not commercial reasonable for PrimeKey to fulfil its obligations pursuant to the above within a reasonable time, the customer shall be entitled to a reduction of the price corresponding to the reduced value of the Software resulting from the infringement but not for longer period than five years from its delivery date.

- C. PrimeKey's liability for infringements of the Software does not cover any Third-Party Applications or infringements caused by Customer. PrimeKey's entire liability for infringements is limited to what is set forth in this section 9.

10. LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES

- A. Notwithstanding anything herein to the contrary, PrimeKey shall not be liable to Customer, or to any third party claiming through Customer, for the failure of performance of any obligation of PrimeKey except as specifically set forth herein, or otherwise agreed to in writing.
- B. PRIMEKEY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE), SHALL NOT EXCEED 50 % OF THE PURCHASE PRICE FOR THAT HARDWARE APPLIANCE PAID BY CUSTOMER TO PRIMEKEY.
- C. IN NO EVENT SHALL PRIMEKEY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF ANTICIPATED PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE PRIMEKEY PRODUCTS OR PRIMEKEY'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT OR THE PRIMEKEY PRODUCTS.
- D. Any failures to perform any obligation under this Agreement or any applicable purchase order except payment of monies due, shall be excused if such failure is caused by acts of God, acts of public authorities, wars or war measures, fires, casualties, labor difficulties or strikes, shortages of material or fuel, failure or delays of suppliers or carriers, shortages of transportation, problem with any network (including telecommunications) other than that under PrimeKey's control, denial of service attack, or any causes beyond the failing party's control. PrimeKey shall not be liable for any claims of third parties relating to the Hardware Appliance.
- E. The limitations of liability contained herein are a fundamental part of the bargain, and Customer acknowledges that PrimeKey would not sell the Hardware Appliance absent these limitations.

11. CONFIDENTIALITY

- A. During a period of three years from the actual delivery date, neither party may, without the approval of the other party, use or otherwise divulge to a third party information which the party have provided to the other party concerning the internal affairs of the other party which may be regarded as a business or professional secret or information which, according to law, is covered by a duty of confidentiality. Unless otherwise follows from law, PrimeKey's pricing information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The duty of confidentiality does not extend to information which a party can show has become known to the party otherwise than in connection with the execution or performance of the Agreement, or which has become publicly available without the breach of any confidentiality undertaking. Nor shall the duty of confidentiality apply where a party is obligated to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party to this effect prior to disclosure.
- B. A party shall, through confidentiality undertakings with personnel or other appropriate measures, ensure compliance with the above duty of confidentiality. A party shall also ensure that retained subcontractors and their employees sign corresponding confidentiality undertaking.

12. APPLICABLE LAW, DISPUTES

- A. This Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles.
- B. Disputes arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall be held in Stockholm, Sweden. Unless both Parties are domiciled in Sweden, the arbitration proceedings shall be conducted in English

13. EXPORT – COMPLIANCE WITH LAW

- A. PrimeKey is responsible for obtaining and maintaining any export licenses required for delivery of Hardware Appliance to the agreed destination to the Customer. Prior the execution of this agreement, PrimeKey is responsible to provide the relevant export control commodity numbers (the "ECCN codes") of products according to US and EU export administration regulations or the corresponding data according to other applicable regulations. This information shall be updated on an ongoing basis every time a non-insignificant update is provided or when new regulations come into effect
- B. Customer shall comply with all applicable laws, including export controls imposed by any relevant governmental entity. Without limiting the generality of the foregoing, Customer agrees that it shall not export or re-export any PrimeKey Hardware Appliance to any country without first obtaining all necessary and required licenses, consents and approvals. Customer acknowledges that shipments of the PrimeKey products may be subject to export laws and that such laws could delay or preclude delivery of PrimeKey Hardware Appliance in the future. Customer shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of its activities hereunder.

14. GENERAL PROVISIONS

- A. The Agreement, including the schedules and exhibits hereto, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto.
- B. Any use of Primekey's trademarks shall be in strict compliance with the provisions of Primekey's at all times applicable PrimeKey Trademark & Logo Usage Policy which is available at <https://www.primekey.com/trademark-and-logo-usage-policy/>
- C. For purposes of the Agreement, the term "written" means anything reduced to a tangible form by a party, including a printed or hand written document, e-mail or other electronic format.
- D. PrimeKey may at any time make changes to this Agreement. Any such changes will be communicated to Customer in a written format. Unless Customer has rejected such changes within thirty days from the date of the written communication, the changes shall be binding upon the parties. Customer's sole remedy in the event of non-acceptance of the changes will be to terminate this Agreement. In the event of such termination, PrimeKey shall have no liability whatsoever for reimbursement of costs or similar. Except for the foregoing, no waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both PrimeKey and Customer. The failure of either PrimeKey or Customer at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- E. All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by facsimile transmission, e-mail, courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party set forth below. Either party may by such notice to the other change such address.
- F. The Agreement shall be binding upon, and inure to the benefit of, PrimeKey and Customer and their respective legal representatives, successors and permitted assigns. The parties shall not assign, sublicense or otherwise transfer any of its duties, hereunder, in whole or in part, without the prior written consent of the other Party.
- G. In the event that any provisions contained in this Agreement or any part thereof shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, the remainder of this Agreement shall remain in full force and effect, and the invalid provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- H. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.