

General Terms and Conditions for Professional Services

These General Terms and Conditions shall apply to all professional services provided by PrimeKey Solutions AB or any affiliate of PrimeKey Solutions AB ("PrimeKey") 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.

PrimeKey and Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

Definitions

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

Acceptance Test Period: The period further specified in the Service Description, during which the Customer can inspect and test the Results to assess if it complies with the Service Description.

Actual Delivery Day: The day when the Results are accepted by Customer or when the Acceptance Test Period expires without Customer having raised any complaints against the Results.

Agreed Delivery Day: The day specified in the Service Description on which date the Results shall be delivered in accordance with the Service Description and this Agreement and Customer should have had the opportunity to carry out testing during the Acceptance Test Period.

Product: The software provided by PrimeKey.

Result/s: Any result arising from the Services.

Services: The professional services to be provided by PrimeKey under this Agreement.

Service Description: The description of the Services and Results agreed between the Parties.

Documentation: The documentation, guides, training material and other written or visual materials provided to Customer under this Agreement.

This or the Agreement: This Professional Services agreement, including appendices, entered into between the Parties.

1. PRIMEKEY'S SERVICE OBLIGATIONS

- A. Subject to the Customer's compliance with any and all license conditions applicable to the Product, PrimeKey shall from the date when the Agreement becomes effective provide to Customer the Services in accordance with the terms and conditions of this Agreement and as set out in the Service Description. PrimeKey shall maintain an organization with employees that are appropriate, qualified and competent to perform the Services. PrimeKey shall perform the Services in a professional manner.
- B. The Services will be provided at the premises of PrimeKey during the Business Hours as defined in the Service Description unless otherwise agreed. PrimeKey may engage a subcontractor to perform the Services (or part thereof).

2. CUSTOMER OBLIGATIONS

- A. The Customer shall maintain an organization with employees that are appropriate, qualified and competent to perform its obligations under this Agreement.
- B. The Customer shall furthermore provide correct information and review all documents and materials received, announce decisions and otherwise implement agreed and necessary measures to enable PrimeKey to fulfil the Services in a timely manner.

3. CHANGES

If the Customer wishes to make any changes to the Service Description, the Customer shall request such change in writing to PrimeKey. PrimeKey shall respond to the change request within reasonable time. If the requested change entails an increase in the fees for the Services, PrimeKey shall notify the Customer of the increase. Any changes to the Service Description shall be agreed mutually in writing.

4. DELIVERY, ACCEPTANCE TESTING AND APPROVAL

- A. The Customer shall be entitled to an Acceptance Test Period of fourteen (14) days counting from the Actual Delivery Day or other time frame set out in the Service Description. The Customer shall be entitled to carry out the acceptance test in a production environment. The Customer shall approve the Results if the Results correspond to the Service Description and do not deviate from what may be considered to follow from the Results being implemented in a professional manner.

- B. If the Customer fails to conduct an acceptance test within the Acceptance Test Period or does not notify PrimeKey of any deviations or non-conformities of the Results within five (5) days, the Results shall be deemed accepted and approved by the Customer.

- C. If the Results (or any part thereof) are subject to delivery and acceptance in milestones or other partial deliveries, the provisions regarding acceptance testing, approval, delays and errors in this Agreement shall apply to each part of such milestone or partial delivery.

5. DELAY

- A. If Actual Delivery Day has not occurred at the Agreed Delivery Day at the latest and the delay is not due to an excusing circumstance as set forth in Subarticle 5.B or Subarticle 13.D below, the Results shall be deemed delayed.

- B. PrimeKey is entitled to a reasonable extension of time if the delay is due to a circumstance for which the Customer is responsible or a delay due to a change in accordance with Article 3. If PrimeKey is required to replace personnel or take other measures necessary in order to adapt its business to the delay, PrimeKey shall be entitled to recover any such reasonable costs.

- C. If PrimeKey is in delay in accordance with Subarticle 5.A above, the Customer shall be entitled to liquidated damages corresponding to the rate set out in the Service Description. If no amount is apparent from the Service Description, the liquidated damages shall correspond to a rate of 0.5 % of the estimated fees for every week (or part thereof) the delay lasts. The liquidated damages shall not exceed 10 % of the estimated fees for the Services and shall constitute the sole remedy for the Customer in case of delays. If the Customer does not present its claim to liquidated damages in writing within three (3) months of the Actual Delivery Day, the Customer loses its right to claim compensation for any delay.

6. ERRORS

- A. Any errors in the Results that were documented in connection with the Customer's acceptance tests and any errors that were not possible to discover during the Acceptance Test Period and have been notified within six (6) months of the Actual Delivery Day, shall be remedied by PrimeKey with the urgency required by the circumstances. Remedy of errors may be carried out through repair, redelivery or additional delivery.

- B. An error shall be deemed if the Results do not comply with the Service Description or deviates from what may be considered to follow from the Services being performed in a professional manner. PrimeKey is not liable for any errors that are immaterial to the intended use and which do not cause the Customer any inconvenience.

- C. PrimeKey is not liable for (i) errors or delays caused by third party products, (ii) errors caused by the Customer's changes to or interference with the Results, (iii) errors caused by the Customer's use of the Results with equipment, accessories or system software that were not prescribed by PrimeKey and (iv) errors caused by the Customer's failure to provide correct information or a correct selection of sample data or by the Customer's provision of incorrect or insufficient system requirements.

- D. Where the Customer has notified an error, but not error for which PrimeKey is liable is deemed to exist, the Customer shall compensate PrimeKey in accordance with PrimeKey's from time to time applicable price list for the services performed by PrimeKey on account of the Customer's notification.

7. FEES

The fees for the Services are set forth in the Price Schedule Appendix or in a Quote and shall be paid in the currency expressed therein.

8. PAYMENT

- A. The fees will be invoiced and payable thirty (30) days after receipt of the invoice by Customer.

- B. Customer shall be responsible for any taxes, duties, fees, charges or assessments of any nature appropriately levied by any governmental authority in connection with this Agreement. 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.

tomers upon submission of PrimeKey's invoice thereof. If Customer is required to pay any withholding tax, 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. 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 suspend further Services until Customer paid its due invoices and re-establishes its creditworthiness to PrimeKey's satisfaction.

9. OWNERSHIP AND LICENSE

Customer is hereby granted a non-exclusive perpetual right to use any intellectual property rights to the Results created under this Agreement internally for its own organization for the sole purposes of using the Product during the term of the agreement governing the use of the Product. Customer may not amend, modify, incorporate such intellectual property rights into any other work or distribute or make available such intellectual property rights to any third party without the prior written consent from PrimeKey in each individual case.

10. 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 the Results within Europe 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 Results or any part thereof is in such suit held to constitute an infringement and/or its further use is enjoined within Europe or United States, PrimeKey shall promptly, at its own expense and at its option, and to the extent it is commercial reasonable either: (a) replace the infringing Result with non-infringing Results and documentation of equivalent function and performance; or (b) modify the Results 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 Results resulting from the infringement but not for longer period than five years from its Actual Delivery Day.
- C. PrimeKey's liability for infringements of the Results does not cover any third party software or infringements caused by Customer. PrimeKey's entire liability for infringements is limited to what is set forth in this section 10.

11. CONFIDENTIAL INFORMATION

- A. During a period of three years from the Actual Delivery Day, 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. PROCESSING OF PERSONAL DATA

PrimeKey will process personal data of the Customer to the extent it is necessary to provide the Services to the Customer in accordance with

this Agreement. PrimeKey's processing of personal data will be made in accordance with PrimeKey's privacy policy, which is available at PrimeKey's website under: <https://www.primekey.com/privacy-policy/>.

13. LIMITATION OF LIABILITY AND EXCLUSION 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 THE PERFORMANCE OF SERVICES, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE AGGREGATE FEES FOR THE SERVICES, 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, PRIMEKEY'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT.
- D. Any failures to perform any obligation under this Agreement 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 Services.
- E. The limitations of liability contained herein are a fundamental part of the bargain, and Customer acknowledges that PrimeKey would not provide the Services absent these limitations.

14. PREMATURE TERMINATION

In case of substantial breach of this Agreement by either Party not remedied within sixty (60) days from the other Party's notice thereof, or in case either Party should become bankrupt or insolvent, the other Party shall have the right to terminate this Agreement with immediate effect.

15. GENERAL PROVISIONS

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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Parties will each appoint and advise the other in writing of the name and address of a Coordinator. The only official channel for communications between the Parties shall be through their respective Coordinators, except as may be otherwise authorized in writing by the Parties. Each Party shall promptly advise the other in writing of the name and address of the successor any Coordinators which may be appointed hereunder.

Changes or modifications to the terms and conditions of this Agreement are not within the duties or authority of the Coordinators.

16. APPLICABLE LAW, DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles. Disputes arising out of or relating to this 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.