

General Terms and Conditions for Support and Maintenance

These General Terms and Conditions shall apply to all support and maintenance provided by PrimeKey Solutions AB or any affiliate of PrimeKey Solutions AB ("PrimeKey") for Software and 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.

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:

Appliance: shall mean the Hardware Appliance including Software or Software Appliance governed by an Appliance Agreement, as the case may be, and described as either Hardware Appliance or Software Appliance.

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

Effective Date: The date of entering into this Support and Maintenance agreement or other date as agreed between the Parties.

Firmware: Any software embedded in the Hardware Appliance

Hardware: The physical hardware unit(s) to be supported and maintained in accordance with this Agreement.

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

Service Description: The at all times valid description of the Services as made available by PrimeKey from time to time.

Software: Each software product/module agreed to be supported and maintained by PrimeKey in accordance with this Agreement including any Releases provided by PrimeKey under this Agreement and governed by the License Agreement or Appliance Agreement, whichever is applicable.

This or the Agreement: This Support and Maintenance agreement, including appendices, entered into between the parties

The Appliance Agreement: The appliance agreement concluded between PrimeKey and Customer regarding purchase and delivery of the Appliance.

The License Agreement: The license agreement concluded between PrimeKey and customer regarding the Software.

Any **definition** in the Appliance Agreement or the License Agreement, whichever is applicable, or the Service Description shall also apply in this document.

1. PRIMEKEYS SERVICES OBLIGATIONS

Subject to payment made in accordance with what is set out in Subarticle 6A and the Customer's compliance with any and all license conditions applicable to the Appliance or the Software, PrimeKey shall from the Effective Date for an Appliance or Software provide to Customer the support and maintenances in accordance with the terms and conditions set out in the Service Description. The obligations of PrimeKey is contingent and conditioned upon that the Customer has a valid and fully paid license of the Software. If the license to the Software expires, for whatever reason, the obligations of PrimeKey shall cease and expire co-terminus with the license.

PrimeKey shall maintain an organization with employees that are appropriate, qualified and competent to perform services. PrimeKey shall perform the Services in a professional manner.

The Services will be provided during the Business Hours as defined in the Service Description unless otherwise agreed.

2. DEFAULT REPORTING – CUSTOMER OBLIGATIONS

The Customer shall report, to the support center as specified in the Service Description, any fault in an Appliance or the Software within a reasonable time from the point in time at which Customer becomes aware of the fault in question.

The Customer shall provide the assistance as set forth in the Service Description.

Customer shall at least annually, at renewal of this Agreement, or when PrimeKey so requires, report actual usage of the Software in the format and the manner that PrimeKey determines. In the event of underpayment of fees based on such reporting, PrimeKey shall be entitled to charge such underpayment retroactively as a condition for renewal of this Agreement.

3. END OF LIFE - HARDWARE

The need to End-of-Life (EOL) certain Hardware occurs from time-to-time as technology advances and makes earlier versions obsolete, as components and parts become no longer available for manufacture or repair and as the resulting ability to provide acceptable support becomes severely constrained and costly. PrimeKey, at its discretion, will from time-to-time declare a Hardware to be in an EOL state. An EOL state encompasses multiple phases that includes providing sufficient notice to customers, providing alternatives for upgrade or migration and defining the path for eventual suspension of all product support.

EOL announcements will be made to customers that, if relevant, will include dates for last time buy, upgrade or migration path options, and dates when changes to support coverage take effect. EOL announcement will be made in connection with the yearly renewal of the Services. A Hardware that is declared EOL shall be supported subject to the limitations set out in Section 4.B below.

A. Repairs

Repairs for End of Life Hardware will be performed only if components are reasonably available and replacements will be provided only as long as inventory is reasonably available.

4. SUPPORT

A. Supported Releases of the Software

PrimeKey will provide support for the, at the time of the Problem Reporting, current Major or Minor Release and the Major or Minor Release immediately preceding the current Release of the Software, unless otherwise is specified in the next paragraph. With each new Major or Minor Release, PrimeKey will support the preceding release for a maximum of 12 months. After this time, PrimeKey shall have no further responsibility for supporting and maintaining the prior releases but may continue to do so in PrimeKey's sole discretion.

B. Supported Releases of the Hardware Appliance

Provided that Software on the Hardware Appliance is up-to-date according to 4A PrimeKey will provide support for the Hardware Appliance in accordance with the Hardware Appliance Life cycle policy as made available from time to time. PrimeKey will provide best efforts to support an EOL Hardware Appliance but will be under no obligation to provide Major, Minor, or Maintenance Releases with respect to any product that is declared to be in the state of EOL. PrimeKey will continue to provide Web-based, e-mail and telephone support to the extent reasonably practicable without providing Major Releases, Minor Releases or Maintenance Releases, and PrimeKey provides no guarantee that a problem with a Hardware Appliance supported on an EOL basis can or will be resolved.

C. Third-Party Applications

The Services apply to Third-Party Applications that are included in the Software Appliance Product, unless PrimeKey informs otherwise.

5. FEES

The annual fees for the Services are set forth in the Price Schedule Appendix or in a quote and shall be paid in the currency expressed in the Price Schedule or applicable quote. The annual support and maintenance fee is fixed during the initial terms of this Agreement, but will be renegotiated by the parties on a yearly basis in the event that this extends beyond the initial term.

6. PAYMENT

A. The annual support and maintenance fee will be invoiced and paid annually in advance, 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 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.
- 7. OWNERSHIP AND LICENSE**
The Customer's rights and obligations regarding releases of Software and work performed during the Services are the same as its rights and obligations regarding the original version of the Software under the original quote or Agreement. Any release will be a part of the License Agreement or Appliance Agreement, whichever is applicable. PrimeKey will only be responsible for any Releases provided under this Agreement according to the conditions in the License Agreement or Appliance Agreement, whichever is applicable, or a quote.
Customer is hereby granted a non-exclusive time limited right to use Documentation provided it under this Agreement internally for its own organization for the sole purposes of using the Software or Hardware Appliance during the term of this Agreement. Customer may not amend, modify, incorporate such Documentation into any other work or distribute or make available such Documentation to any third party without the prior written consent from PrimeKey in each individual case.
- 8. CONFIDENTIAL INFORMATION**
All information provided to Customer under this Agreement shall be considered as confidential information and provided under the duty of confidentiality set forth in the License Agreement or Appliance Agreement, whichever is applicable.
- 9. PROCESSING OF PERSONAL DATA**
PrimeKey's processing of any personal data under this Agreement will be made in accordance with PrimeKey's privacy policy, which are available at PrimeKey's website under: <https://www.primekey.com/privacy-policy/>.
- 10. 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 PER CALENDAR YEAR EXCEED THE AGGREGATE FEES FOR THAT CALENDAR YEAR FOR THE RELEVANT SOFTWARE, PRODUCT OR APPLIANCE PAID BY CUSTOMER TO PRIMEKEY UNDER THIS AGREEMENT.
- 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 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 Appliances or the Software.
- 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.
- 11. 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.
- 12. GENERAL PROVISIONS**
- A. 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.
- 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. 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 at the end of the thirty day period. In the event of such termination, PrimeKey shall have no liability whatsoever for reimbursement of costs or similar. Except for the foregoing, this Agreement may not be modified nor may any provision hereof be waived except by a written document, duly executed by an authorized representative of each of the parties hereto, that specifically references this Agreement. No delay or omission by any party to exercise or detect any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion or occasions shall not constitute a waiver of such provision on any succeeding occasion.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- 13. 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.