

# TERMS AND CONDITIONS CLOUD

## Version 1.0

1. **DEFINITIONS**

The following terms and conditions shall have meanings as described below:

**"Agreement"** means the quote accepted by the Customer, by e-mail or in writing, which governs the license of the Service by Interspectral to the Customer, of which these Terms and Conditions form an integral part;

**"Customer"** means the licensee of the Service and the party to the Agreement;

**"Customer IPR"** means 3D scans, photographs, text, images, movies and other media provided by the Customer and any derivative produced thereof by Interspectral;

**"Access Point"** means the technical access point where Interspectral connects the Service to a general electronic communications network, i.e. Azure Cloud platform;

**"Date of Access"** means the date on which the Customer has received access to the Service;

**"End Date"** the date in which the agreement is no longer in effect. This is stipulated in the Agreement;

**"Service"** is a state of the art cloud-based medical and science dataset visualisation tool, described in the Agreement. The Service consists of the Product and the support services and other services agreed under the Agreement;

**"License"** is a right to use the Service described in clause 2.1;

**"Product"** means the Inside Explorer Cloud software licensed by Interspectral to the Customer pursuant to the Agreement including any modifications made to the software or configuration thereof and if applicable any datasets of 3D Scans provided by Interspectral;

**"Interspectral"** means Interspectral AB, org. no 556980- 5186, a limited liability company incorporated in Sweden, at Garvaregatan 4c, 602 21 Norrköping;

**"Specification"** means the specification of the content and limitations of the Service and the minimum requirements for the Customer's use of the Service described in the tender accepted by the Customer or otherwise as described in the Agreement.
2. **LICENSE AND USE OF THE SERVICE**
  - 2.1 Subject to these terms and conditions, and due payment by the Customer of the fees set forth in the Agreement, Interspectral hereby grants the Customer a non-transferable, non-sublicensable and non-exclusive time limited license to use the Service solely for use in the Customer's own business and up to the number of users defined in the Specification. The License covers only the version of the Product specified in the Agreement. The Customer is responsible for the internet communication between the Customer and the Access Point, and for ensuring that any equipment and software used by the Customer meets the requirements to use the Service as specified in the Specification, or otherwise clearly required for such use.
  - 2.2 The License does not permit third parties to use or otherwise access the Service. The Customer shall not be entitled to allow any third party consultants or companies to use or access the Service.
  - 2.3 The Customer shall not use the Service in any manner except as permitted in the Agreement. The Customer may not copy, adapt, translate, reverse engineer, decompile or disassemble the Product, convert the whole or any part of the Product from object code to source code or create derivative works based on the Product or have such work carried out.
3. **ACCESS AND ACCEPTANCE**
  - 3.1 Interspectral will provide the Service to the Customer at the Access Point on the agreed Date of Access.
  - 3.2 Updates of the Product and content might occur until the Date of Access.
  - 3.3 If agreed in the Agreement, the Service will comprise datasets of 3D Scans provided by Interspectral in accordance with the Specification.

The Customer shall verify on or before the Date of Acceptance that the Service meets the specification. The Customer shall accept the installation when the specification is met
1. **TRAINING**

Training will be provided by Interspectral if stipulated in the Agreement. The Customer will cover travel and subsistence costs when onsite training is provided by Interspectral. Reimbursement for reasonable travel, subsistence and accommodation costs, supported by receipts, shall be made monthly in arrears.
2. **INTELLECTUAL PROPERTY RIGHTS**
  - 2.1 Interspectral is and shall remain the exclusive owner of the entire right, title and interest in the Product in source code form and object code form, trademarks, trade names, patents, copyrights, design and other intellectual property rights relating to the Product and any related documents, such as but not limited to datasets, manuals, specifications etc, and all copies thereof. It is understood that the Customer shall not acquire and shall not claim any right, title or interest in or to any such intellectual property right, know-how or goodwill pertaining thereto by virtue of its activities hereunder or by any other reason.
  - 2.2 Interspectral warrants that it has the rights to the Product and that the Product does not infringe the rights of any third parties. Interspectral further warrants that it has a valid license to any third party supplier software and/or service comprised by the Service.
  - 2.3 The Customer assumes all responsibility for using the Service and for the results obtained therefrom, and to obtain any permit or license under applicable law, if needed for the Customer to use the Service.
  - 2.4 The Customer is and shall remain the exclusive owner of the entire right, title and interest in the Customer IPR.
3. **PAYMENT TERMS**
  - 3.1 Any invoices sent to the Customer pursuant to the Agreement shall be sent to the address set forth in the Agreement and any fees due to Interspectral hereunder shall be paid to the attention of Interspectral. Payment of all fees shall be made in the currency specified in the invoice. All payments shall be made against invoice payable 30 days after the date of invoice.
  - 3.2 Any amount to be paid by the Customer under the Agreement that remains unpaid when due, without a valid reason and after a written notification has been sent by Interspectral to the Customer, will be subject to late payment penalty equal to an agreed rate of 5.33 percent of the unpaid amount p.a.
  - 3.4 All prices are net exclusive of any taxes (including VAT) and customs duties and only include what expressly is stated in the purchase order.
  - 3.5 The Customer will pay all taxes (including, without limitation, sales, use, value added and withholding

taxes), duties, levies, fees and any other charges or assessments established by any governmental agency payable in the location of the delivery.

**4. ERROR HANDLING, AVAILABILITY, MAINTENANCE AND SUPPORT**

4.1 The Service will in material aspects correspond to the Specification. Interspectral does not warrant that the Service will be performed error-free, uninterrupted or meet a certain level of availability. The Customer acknowledges that Interspectral does not control the transfer of data over communications facilities, including the Internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. The Customer further acknowledges that high numbers of simultaneous users of Interspectral's services may temporarily lead to delay of access to the Service. It is the obligation of the Customer to ensure that its communications facilities meet the minimum requirements according to the Specification.

4.2 Interspectral is not responsible for errors or non-availability of the Service that are attributable to any third party supplier software and/or service comprised by the Service. Interspectral will inform such third party supplier of any such errors or non-availability and install any solution received if this can be done without adverse effects on the Service.

4.3 The Customer shall notify Interspectral by e-mail in case of faults or defects of the Product during business hours in Sweden, weekdays 9 AM to 5 PM CET. The notification shall include a description of the faults or defects, its urgency and impact, any default messages received, any measures taken and any other information requested by Interspectral from time to time.

4.4 Interspectral will correct errors and non-availability for which it is responsible as part of its maintenance and support services. If the Customer has not ordered a higher level of maintenance and support, the maintenance and support services will be provided in accordance with Interspectral's basic level defined by Interspectral at any given point in time. The Customer acknowledges that Interspectral may at its reasonable choosing perform planned service and maintenance of the Service and that the Service will be unavailable during such time. Interspectral will give the Customer

reasonable prior information of any such planned service and maintenance.

**4.5 5. SECRECY AND NON-USE**

5.1 The Service and any related documents, such as but not limited to manuals, release notes, application notes, specifications and any technical, commercial or other information of a confidential nature disclosed by Interspectral to the Customer shall be treated as strictly confidential and the Customer shall use such information solely for its activities pursuant to the Agreement and shall not during the term of the Agreement or thereafter without the prior written consent of Interspectral pass it on to any person, except to those of the Customer's employees for whom such information shall be required for the proper performance of their duties and who are themselves bound by obligations of secrecy and non-use in respect thereof. The secrecy obligation shall, inter alia, apply to the terms and conditions of the Agreement and any other information, which is not intended for disclosure to the public.

5.2 The Customer shall upon expiration or termination of the Agreement for any reason immediately cease to have any rights to any confidential information communicated to it by Interspectral and shall not in any manner use the same. Upon expiration or termination of the Agreement, the Customer shall further return all confidential information (including, without limitation, Interspectral IPR) to Interspectral as soon as reasonably practicable upon Interspectral's request and, in accordance with Interspectral's instructions, destroy or delete any copies, extracts, summaries, translations etc. made thereof. Upon Interspectral's request, the Customer shall certify in writing its compliance with its undertaking pursuant to this section.

5.3 No obligations shall be imposed upon the Customer with respect to any portion of such confidential information which the Customer can establish, through suitable documentation, at the time of disclosure is, or thereafter becomes, part of the public domain through no act or failure to act on the part of the Customer.

5.4 This Section 8 shall not apply to any disclosure required by law.

**6. AUDIT**

Interspectral may by giving reasonable advance written notice to the Customer enter the Customer's locations during normal business hours, in the presence of a representative of the Customer

at all times, and audit the Customer use of the Service and receive information pertaining to the Customer's compliance with the provisions of the License.

**7. LIMITATION OF LIABILITY**

Interspectral shall not be liable to the Customer (or to any other person) for any loss of contracts, loss of revenue, loss of use or profits or business, depletion of goodwill (or similar losses) loss of savings, loss of goods, loss or corruption of data or information, or for any extra operating expenses or any indirect, special, incidental, consequential, punitive or exemplary damages whatsoever (regardless of the form of action, whether in contract, tort, or otherwise) provided that nothing in this Agreement shall operate to exclude Interspectral's liability for personal injury or death resulting from Interspectral's negligence. Interspectral's maximum aggregate liability related to the Service shall be limited to the license fees paid to Interspectral during the last twelve months. If a claim is not presented within three (3) months from the time where the grounds for the claim were known or should have been known to the Customer, then the claim is forfeited.

**8. TERM AND TERMINATION**

8.1 The Agreement shall be effective on the date on which both parties have signed it and will continue until the agreed end date.

8.2 When the End Date for the Agreement has been reached, the Customer will lose access to any functionality or content of the Service. A new Agreement must be made to continue using the Service.

8.3 Without prejudice to any other remedy Interspectral may have against the Customer for breach or non-performance, Interspectral shall have the right to terminate the License with immediate effect upon written notice to the Customer:

- (a) in the event the Customer should use the Service in breach of the License or otherwise infringe Interspectral's intellectual property rights to the Product or challenge Interspectral's ownership to or the validity of any intellectual property rights relating to the Product, or
- (b) if the Customer should otherwise violate any of the provisions or conditions of the Agreement and should fail to discontinue and (where curable) cure such violation within 14 days after receipt of notice in writing from the complaining party.

8.4 Without prejudice to any other remedy the Customer may have against Interspectral for breach or non-performance, the Customer

shall have the right to terminate the License with immediate effect upon written notice to Interspectral:

(c) in the event the Interspectral should use the Customer IPR in breach of the License or otherwise infringe the Customer's intellectual property rights to the Customer's IPR or challenge the Customer's ownership to or the validity of any intellectual property rights relating to the Customer's IPR.

8.5 Upon the termination or expiration of the License, all documents and other material of any kind supplied to the Customer by Interspectral hereunder shall be and remain the exclusive property of Interspectral. Upon expiration or termination of the License for any cause, the Customer shall, at its own cost, forthwith return all such material as well as all copies thereof to Interspectral's premises or such other place as Interspectral shall specify. The redelivery of such material shall not relieve the Customer of its secrecy or non-use obligations or any other obligation hereunder. This Section 11.6 shall be unaffected by any termination or expiry of the Agreement or any part thereof.

8.6 The License is granted by Interspectral to the Customer on the express understanding that should the License expire or be terminated, the Customer shall in no event be entitled to any payment by way of compensation or refund from Interspectral, in respect of the license fees paid hereunder. Thus, the Customer hereby acknowledges and agrees that it has no right to any compensation for losses by reason of expiration or termination of the License.

## 9. MISCELLANEOUS

9.1 The Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties, provided always that the Customer shall not assign or encumber the Agreement or any of its rights, or otherwise delegate any of its obligations under the Agreement, without the prior written consent of Interspectral. Notwithstanding the foregoing, Interspectral may always transfer all of its rights and obligations under the Agreement to a company within the same group of companies as Interspectral.

9.2 Any notice required or permitted to be given under the Agreement by one of the parties to the other, shall be in writing in the English language and will be deemed to have been properly delivered if delivered in person, by prepaid registered air mail or by e-mail, addressed to the respective party on the address set forth in the

preamble of the Agreement, for the attention of the Managing Director or Chairman (as the case may be). Such addresses may be changed by written notice given in the manner set forth above.

9.3 If due to a change in any applicable law or due to a decision or other act (including failure to act) by any competent authority one or more of the provisions of the Agreement shall be invalid, illegal or unenforceable in any respect or an amendment of one or more of the provisions of the Agreement is required, the remainder of the Agreement shall be valid and binding and the parties agree that they shall replace or amend such provision or provisions with a valid, legal and enforceable arrangement which in its economic and other effects shall be as close as possible to the contractual situation existing prior to such a change, decision or act.

9.4 A Party shall be relieved from liability for a failure to perform its obligations under this Agreement during such period, and to the extent that the due performance thereof by the Party is prevented by reason of any circumstance beyond the control of the Party, which could not reasonably have been foreseen or taken into consideration by the Party prior to entering into this Agreement as well as for which the effects thereof could not reasonably have been avoided or mitigated by such Party. If a Party wishes to invoke a circumstance in accordance with the above it shall give notice to the other Party without unreasonable delay. The time for performance of the relevant obligations shall be appropriately extended, provided however that if performance of a contractual obligation is prevented for a period of three months or more each Party shall be entitled to terminate the Agreement.

## 10. GOVERNING LAW AND ARBITRATION

10.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden, other than its conflict of law provisions.

10.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration proceedings shall take place in Stockholm and shall be conducted in the English language unless otherwise agreed between the parties.

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