

INTERSPECTRAL

SOFTWARE LICENSE AND SERVICES GENERAL TERMS AND CONDITIONS

These general terms and conditions, hereinafter referred to as the "GTC", are applicable to the use by the customer ("Licensee") of software products of Interspectral AB ("Interspectral") and the services provided by Interspectral in connection thereto under an agreement between the parties (hereinafter "the License Agreement"). To the extent not agreed otherwise, the License Agreement consists of a written quotation from Interspectral (the "Offer") and these GTC. Any supplements to and/or amendments to the License Agreement shall be made in writing. In the event of inconsistency between the terms and conditions of the GTC and the Offer, the Offer shall prevail.

1. **DEFINITIONS**

1.1 "Product" means Interspectral's software product AM Explorer which makes it possible to fuse, explore and analyze simulation, monitoring and post build part analysis data from the additive manufacturing process. The Product is delivered together with Product Documentation in English.

2. **PROPRIETARY RIGHTS**

The Product and the Product Documentation are proprietary to Interspectral and contain valuable trade secrets and know-how. Title to the Product and the Product Documentation and all intellectual property rights in or related to the Product, the Product Documentation and such trade secrets and know-how are and will remain the exclusive property of Interspectral whether or not specifically recognized or perfected under the laws of the country where the Product is located or used. The License Agreement does not assign or purport to assign any intellectual property rights in or to the Product, the Product Documentation or such trade secrets and know-how to the Licensee. Title and all intellectual property rights in or related to any software development or Services performed by Interspectral under or in connection with the License Agreement, such as interface software, shall belong solely to Interspectral and shall for the purposes of the License Agreement be regarded as part of the Product. The Licensee acknowledges and agrees that it has no right, title or interest of any kind or nature whatsoever in the Product or Product Documentation, except for the limited license to use the Product and Product Documentation as granted hereunder. The Licensee agrees that it will take no action that will or may jeopardize or negatively affect the intellectual property rights of Interspectral. Any backup copy made in accordance with these terms and conditions must include all copyright information contained or reflected in the original.

3. **LICENSE GRANT AND RESTRICTIONS IN USE**

3.1 In consideration of the license fees to be paid by the Licensee as laid down in the Offer and subject to the terms and conditions of the License Agreement Interspectral hereby grants the Licensee a time-limited, non-exclusive, non-sublicensable and non-transferable right to install and use the Product in its binary form (i.e. software in its compiled or assembled computer-executable form) as laid down in the Offer and in accordance with the Product Documentation.

3.2 Unless contradictory to applicable mandatory law or unless expressly permitted under the License Agreement, the Licensee agrees to limit the use of the Product, Product Documentation and any trade secrets and know-how made available by Interspectral under the License Agreement according to the following. The Licensee shall use the Product, Product Documentation and any trade secrets and know-how made available by Interspectral under the License Agreement exclusively in or for its own business operations and for the agreed purposes on the agreed number of hardware devices (nodes). The Licensee shall not create or attempt to create by reverse engineering, disassembly, de-compilation or otherwise, the source code or internal structure, or organization of the Product, or any part thereof, from any object code or information that may be made available to it, or permit others to do so. In addition, the Licensee agrees not to rent, lease, loan, distribute or otherwise transfer the Product, Product Documentation or any trade secrets and know-how made available by Interspectral, including not transmitting the Product over a network, or aiding or abetting a third party to take any action set out above. Further, the Licensee shall not copy Product or Product Documentation (other than making copies of the software in binary form for backup purposes only) and shall not develop any derivative works of the Product, alter, modify or enhance the Product or incorporate, merge or bundle the Product with any other product without the prior written approval of Interspectral. In addition to the limitations set forth above, the Licensee shall not remove, add to, conceal, change or tamper with any intellectual property rights legends affixed or attached to the Product or Product Documentation or remove any product identification or notices of any proprietary or copyright restrictions from the Product or the Product Documentation or any support material. The restrictions of use contained in this Section shall survive any termination of the License Agreement.

3.3 The Licensee may not grant any sub-licenses to the Product without the prior written consent of Interspectral.

3.4 Interspectral shall have the right, upon reasonable prior notice and during normal business hours, to audit the Licensee's use of the Product to verify compliance with the terms of the License Agreement. Such audit shall be conducted no more than once per year and shall be subject to reasonable confidentiality obligations

4. **INTELLECTUAL PROPERTY INFRINGEMENT**

4.1 Interspectral and the Licensee shall give each other notice of any acts of infringement by third parties involving intellectual property rights relating to the Product of which Interspectral or the Licensee have knowledge. Interspectral may in its own discretion decide whether or not to take action against the infringer. The Licensee shall at Interspectral's request assist Interspectral in any proceedings against an infringer against reasonable compensation.

4.2 If Interspectral determines that the Licensee's use of the Product or Product Documentation may constitute an infringement of third party rights, Interspectral may, at its discretion: (i) replace the Product or Product Documentation with a non-infringing product or documentation of reasonably equivalent functionality; or (ii) modify the Product or Product Documentation so as to provide Licensee with a non-infringing product or documentation of reasonably equivalent functionality; or (iii) obtain a license for Licensee to continue using the Product or Product Documentation. If Interspectral at its discretion deems that none of the foregoing alternatives are possible and/or suitable, then Interspectral may at its option terminate the License Agreement and refund to Licensee the pro rata portion of the license fees paid by Licensee allocable to the period after such termination.

4.3 If the Licensee's use of the Product in accordance with the terms and conditions of the License Agreement is held by any court to constitute an infringement of third-party rights, Interspectral shall indemnify the Licensee, however subject to the limitations of liability laid down in Section 8. The parties acknowledge that apart from the foregoing, in no case shall Interspectral be responsible for any third-party claims brought against the Licensee.

5. **DELIVERY, ERRORS AND MAINTENANCE AND SUPPORT**

5.1 If not agreed to the contrary in writing Interspectral will deliver the Product for installation by the Licensee. Interspectral will as part of its customer on-boarding routine at its discretion provide support for the installation. The Licensee is responsible for that all hardware and software in the surrounding environment comply with any system requirement specified by Interspectral.

5.2 The Product, the Product Documentation and/or any Confidential Information or other deliverables which are supplied to Licensee by Interspectral hereunder are provided on a strictly "as is" basis. Interspectral disclaims any and all warranties or representations relating to the Product, the Product Documentation and/or any Confidential Information or other deliverables supplied under the License Agreement, express or implied, including without limitation any warranty or representation of fitness for a particular purpose or merchantability.

5.3 Interspectral does not warrant that the Product or the Product Documentation are free from errors. Interspectral is responsible for errors in the Product or Product Documentation only as part of its if the Licensee has a valid subscription for maintenance and support services according to Sections 5.4-5.5 below, and Interspectral will then correct errors according to the terms and conditions in Sections 5.4-5.5.

5.4 As part the license fee set forth in the Offer After a written order for subscription from the Licensee, and in consideration for the maintenance and support fee as laid down in Section 6, Interspectral will provide services regarding error correction, maintenance and support. Such services will consist of Product support as laid down in the Offer and Product maintenance releases for error correction or functionality enhancement provided at the discretion of Interspectral.

5.5 If the Licensee subscribes for maintenance and support services, then the Licensee is obliged to implement any Product maintenance release provided by Interspectral. Interspectral will cease providing maintenance and support regarding the second previous Product maintenance release six (6) months after issuing a new Product maintenance release.

6. **LICENSE AND MAINTENANCE & SUPPORT FEES**

6.1 For the license granted and the support and maintenance services provided under the License Agreement the Licensee will pay a license fee as set forth in the Offer. The license fee will be invoiced and shall be paid in advance in accordance with the Offer.

~~6.2 If the Licensee subscribes for maintenance and support services, then the Licensee will pay an additional maintenance and support fee as set forth in the Offer. The maintenance and support fee will be invoiced and shall be paid in advance in accordance with the Offer.~~

~~6.2~~ All fees are exclusive of VAT and other taxes. Payment shall be made within 30 days from the date of invoice. Where payment is delayed, Interspectral shall be entitled to interest on the late payment in accordance with § 6 of the Swedish Interest Act (*Swe: räntelagen (1975:635)*).

~~6.3~~ Any failure to make timely payment pursuant to the terms contained in either the Offer these GTC shall constitute a breach of the License Agreement, and Interspectral shall have the right at its discretion to withhold fulfilment of its undertakings under the License Agreement and to terminate the License Agreement and seek damages (as well as other remedies, if applicable).

7. **CONFIDENTIALITY**

7.1 Confidential Information within the meaning of the License Agreement shall mean all information or data supplied by one party ("Disclosing party") to the other party ("Receiving party") which is of a confidential or other proprietary nature. For the avoidance of doubt, Confidential Information shall include the Product, the Product Documentation, any trade secrets and know-how made available by Interspectral under the License Agreement and supporting materials (in printed or digital form) relating to the Product.

7.2 The Receiving party will protect Confidential Information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. The Receiving party will not disclose, directly or indirectly, any Confidential Information to any third party and shall limit access thereto to those of its employees who require access thereto. Confidential Information may not be used for any other purpose than fulfilling the Receiving party's obligations according to the License Agreement.

7.3 Neither party will have any confidentiality obligation with respect to Confidential Information or other proprietary information which the Receiving party proves was in the Receiving party's lawful possession prior to receipt thereof without any obligation to keep it confidential, or which is later lawfully obtained by the Receiving party from a third party under no obligation of secrecy, or which is or later becomes part of the public domain through no act or failure to act by the Receiving party. Either party shall promptly advise the other party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

7.4 The obligations of confidentiality hereunder shall survive any termination of the License Agreement between the parties.

7.5 The Receiving party shall upon written request of the Disclosing party immediately return all received documents that contain Confidential Information. The Receiving party shall also hand over or, according to the disclosing party's instructions, destroy all copies, summaries, records and descriptions, which the receiving party has made from the Confidential Information received.

7.6 For the purpose of providing the Licensee with the Product and any services in accordance with the License Agreement Interspectral may process a limited amount of personal data provided by the Licensee. The personal data processed will typically consist of contact information to the contact persons elected by the Licensee (name, title, email address and phone number), site information and physical address, e-mail and other communications (e.g. in connection with support services). Interspectral will limit access to such personal data to its employees who depend on the information for providing the Product and/or services. At the end of the cooperation between Interspectral and the Licensee the personal data will be removed within 3-6 months. General information of Interspectral's processing of personal data will be found on Interspectral's website (<https://interspectral.com/privacy-policy/>).

8. **LIMITATION OF LIABILITY**

8.1 In no event shall Interspectral's aggregate liability arising out of or related to the License Agreement exceed the total amount paid by Licensee under the License Agreement for the Product and ~~S~~services giving rise to the claim in the twelve (12) month period preceding the event giving rise to the liability.

8.2 Interspectral shall under no circumstances be liable for any indirect and/or consequential damages of any kind whatsoever (including without limitation loss of data, lost business, lost savings and lost profits), in connection with or which may arise under the License Agreement even if it has been advised of the possibility of such damages.

8.3 Nothing in the License Agreement shall limit liability for death or personal injury caused by negligence, willful misconduct, gross negligence, or liability which cannot be excluded under applicable law

8.4 Neither Party shall be liable for any failure or delay in performance under the License Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, governmental actions, or utility failures, provided that the affected Party gives prompt notice of the circumstances and resumes performance as soon as reasonably practicable. If such delay continues for more than ninety (90) days, either Party may terminate the License Agreement upon written notice

9. **TERM AND TERMINATION**

9.1 The license is valid for an initial agreement period as set forth in the Offer. If not terminated by either Party to the end of such initial agreement period with three (3) months prior written notice, the license is prolonged for consecutive periods of one (1) year, and the license can then be terminated to the end of each such prolonged agreement period with three (3) months prior written notice. For each such prolonged agreement period the Licensee shall pay a yearly license fee according to Interspectral's standard price list.

~~9.2 If the Licensee has subscribed for maintenance and support services, such services will be provided for an initial agreement period as laid down in the Offer. If not terminated by either Party to the end of such initial agreement period with three (3) months prior written notice, the maintenance and support services are prolonged for consecutive periods of one (1) year, and the services can then be terminated to the end of each such prolonged agreement period with three (3) months prior written notice. For each such prolonged agreement period the~~

~~Licensee shall pay a yearly maintenance and support fee according to Interspectral's standard price list.~~

~~9-39.2~~ If a party (i) is in material breach of its obligations, or (ii) fails to remedy a breach of contract within 15 days after receipt of a notice in writing stating that the License Agreement will otherwise be terminated or (iii) suspends payment or becomes insolvent, the other party may terminate the License Agreement with immediate effect.

~~9-49.3~~ Upon the expiration or termination of the License Agreement, the Licensee shall make no further use of the Product or the Product Documentation and shall promptly delete installed copies of the Product and return any tangible copies of the Product as well as return all Product Documentation supplied by Interspectral. The Licensee shall when transmitting such material acknowledge in writing that the documentation thus transmitted is complete and that the Licensee does not retain any copies thereof.

10. **MISCELLANEOUS**

10.1 If the License Agreement states that a notice shall be made in writing, also notices sent by e-mail shall be regarded as written notices. A notice to a party regarding that party's breach of contract may be invoked even if the notice is delayed, distorted or lost, provided that the notice has been dispatched in an expedient manner. Dispatchments of other notices are made on the sender's risk.

10.2 Amendments and additions to the License Agreement shall be made in writing and signed by the parties to be valid.

10.3 This License Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute arising out of or in connection with these terms and conditions shall be settled by the competent courts of Sweden, with the District Court of Stockholm (*Sw. Stockholms tingsrätt*) as first instance.