

Interspectral End User License Agreement

V.1.0 – 2022-06-13

1. PRODUCT AND LICENSE TERMS AND CONDITIONS

1.1 The Product – AM Explorer – provided by Interspectral AB (“Interspectral”) under this End User License Agreement (“EULA” or “Agreement”) is a software product that that 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.

1.2 This EULA is applicable to the use by the End User of the Product, the Product Documentation and the services (if any) provided by Interspectral in connection thereto under a product license or purchase agreement between the parties or between the End User and a distributor of Interspectral’s product (as the case may be), below referred to as “Distribution Agreement”. In the event of inconsistency between the terms and conditions of this EULA and the Distribution Agreement, the EULA shall prevail.

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. This EULA 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 End User. Title and all intellectual property rights in or related to any software development performed by Interspectral under or in connection with this EULA, such as interface software, shall belong solely to Interspectral and shall for the purposes of this agreement be regarded as part of the Product. The End User 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 End User 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 for the license fees to be paid by the End User as agreed in the Distribution Agreement and subject to the terms and conditions of this EULA Interspectral hereby grants the End User 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 agreed in the Distribution Agreement and in accordance with the Product Documentation.

3.2 Unless contradictory to applicable mandatory law or unless expressly permitted under the EULA, the End User agrees to limit the use of the Product, Product Documentation and any trade secrets and know-how made available by Interspectral under this Agreement according to the following. The End User’s shall use the Product, Product Documentation and any trade secrets and know-how made available by Interspectral under this Agreement exclusively in or for its own business operations and for the agreed purposes on the agreed number of hardware devices (nodes). The End User 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 End User 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 under this Agreement, including not transmitting the Product over a network, or aiding or abetting a third party to take any action set out above. Further, the End User shall not copy Product or Product Documentation (other than to make 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 End User 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.

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

4. INTELLECTUAL PROPERTY INFRINGEMENT

4.1 Interspectral and the End User 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 End User have knowledge. Interspectral may in its own discretion decide whether or not to take action against the infringer. The End User shall at Interspectral’s request assist Interspectral in any proceedings against an infringer against reasonable compensation.

4.2 If Interspectral determines that the End User’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 End User with a non-infringing product or documentation of reasonably equivalent functionality; or (iii) obtain a license for End User 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 EULA and refund to End User the pro rata portion of the license fees paid by End User allocable to the period after such termination.

4.3 If the End User’s use of the Product in accordance with the terms and conditions of the EULA is held by any court to constitute an infringement of third party rights, Interspectral shall indemnify the End User, 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 End User.

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 End User. Interspectral will at its discretion provide support for the installation. The End User 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 End User 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 EULA, 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 if the End User 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 After a written order for subscription from the End User, and in consideration for the maintenance and support fee as laid down in Section 6, Interspectral will provide services regarding maintenance and support. Such services will consist of Product support as agreed in the Distribution Agreement and Product maintenance releases for error correction or functionality enhancement provided at the discretion of Interspectral.

5.5 If the End User subscribes for maintenance and support services, then the End User 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 under this EULA the End User will pay a license fee as agreed in the Distribution Agreement. The license fee shall be paid, and will be invoiced by Interspectral, in advance.

6.2 If the End User subscribes for maintenance and support services, then the End User will pay an additional maintenance and support fee as agreed in the Distribution Agreement. The maintenance and support fee shall be paid, and will be invoiced by Interspectral, in advance.

6.3 All fees are excluding 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)*).

6.4 If the End User is in delay with payment, Interspectral is entitled to withhold fulfilment of its undertakings under the EULA.

7. CONFIDENTIALITY

7.1 Confidential Information within the meaning of these terms and conditions 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 this 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 for fulfilling the Receiving party's obligations according to this EULA.

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 Agreement between the parties.

7.5 The Receiving party shall upon 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 End User with the Product and any services in accordance with the Distribution Agreement Interspectral may process a limited amount of personal data provided by the End User. The personal data processed will typically consist of contact information to the contact persons elected by the End User (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 End User 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 Interspectral's total liability for any claim, damages and any other loss shall not exceed an amount equivalent to 12 months license fee.

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 Agreement between the parties even if it has been advised of the possibility of such damages.

9. TERM AND TERMINATION

9.1 The license is valid for an initial agreement period as agreed in the Distribution Agreement. 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 End User shall pay a yearly license fee according to Interspectral's standard price list.

9.2 If the End User has subscribed for maintenance and support services, such services will be provided for an initial agreement period as agreed in the Distribution Agreement. 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 End User shall pay a yearly maintenance and support fee according to Interspectral's standard price list.

9.3 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 EULA will otherwise be terminated or (iii) suspends payment or becomes insolvent, the other party may terminate this EULA with immediate effect.

9.4 Upon the expiration or termination of the EULA, the End User 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 End User shall when transmitting such material acknowledge in writing that the documentation thus transmitted is complete and that the End User does not retain any copies thereof.

10. MISCELLANEOUS

10.1 If the EULA 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 EULA shall be made in writing and signed by the parties to be valid.

10.3 This 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.