

## EDRMedeso Master License Agreement Version 01.10.2022

### 1. Software License Grant / Term

1.1 This Master License Agreement (hereinafter also called “the Agreement”) shall apply to all Individual Contracts between EDRMedeso Holding AB, Västerås (EDRMedeso) and the Customer that refer to this Agreement. These Individual Contracts shall be effective provided that the Customer has placed a written order following a written offer submitted by EDRMedeso and a License Form has been signed by both parties. No general terms and conditions of the Customer shall apply. The same is true for the general terms and conditions of EDRMedeso as long as they are not part of this Agreement and its related contractual terms. EDRMedeso is entitled to fulfill the contractual services through authorized sales partners.

1.2 EDRMedeso delivers to the Customer the most current version of the software described in the License Form and grants the Customer, a non-exclusive, nontransferable right of use of the software - depending on the provisions in the License Form - either for the term of the Individual Contract (software lease) or permanently (software purchase) according to the provisions of this Agreement. The grant of the entire Individual Contractual rights of use is effective after receipt of full payment. Before full payment Customer is granted a temporary right of use for a period of 30 days from the date of delivery of the software only.

1.3 At EDRMedeso’s option, the software is either delivered on a data carrier or can be downloaded from a server. The scope of delivery includes user documentation in English that is also either delivered on a data carrier or can be downloaded online.

1.4 The software is only executable when activated by means of an authorization code. If, according to the License Form, it is only for use on a specific computer, the software may only be activated on that computer. The authorization code will be provided by EDRMedeso. As long as the Customer is only entitled to a temporary right of use prior to payment, EDRMedeso must only provide a temporary authorization code to the Customer that allows use of the software for a period of 30 days from the date of delivery of the software. Only after payment in full of the software fee, the Customer shall have the right to a permanent authorization code (in case of software purchase) or to an authorization code limited to the term of the Individual Contract (in case of software lease). If the Customer wishes to use the software on a computer other than the one agreed in the License Form, a new authorization code will be needed.

1.5 The Customer must take care that his computer has a suitable configuration. The software is considered as delivered as soon as the Customer has received everything needed for having access to the software. The Customer shall install the software at his own expenses.

1.6 In case of software lease, the Customer has the right to use the software for a period of 12 months from delivery, unless otherwise agreed in the License Form. EDRMedeso can terminate the Individual Contract early in case EDRMedeso should lose its distribution licence. In case of software lease after termination of the Individual Contract dongles provided by EDRMedeso are to be returned, the copies of the software on the computers are to be deleted and safety copies are to be destroyed.

1.7 In case of software Subscription the Subscription Period shall be either i) three (3) months or ii) any period longer than three (3) months, by one month minimum increases, as specified in the Quote from EDRMedeso. The Agreement shall commence on the start date set forth in the Quote from EDRMedeso (if any) or on the processing date of the Quote from EDRMedeso, and shall continue in effect for the initial period set forth in the Quote from EDRMedeso (“Initial Term”). A fixed subscription will end after the Initial Term. Recurring subscription, and thus the Agreement, shall automatically renew on the date following the Initial Term (“Renewal Date”), or at each anniversary of the Renewal Date, for an additional twelve (12) months period on then current fees for such renewals (the Initial Term and any renewal period are collectively referred to as “Term”), unless terminated as stated in Clause12



1.8 The Customer receives the software in a binary format and has no right to receive the source code. Use is legally and technically restricted to the number of simultaneous tasks on the computers of the Customer as specified on the License Form.

1.9

The Software contains valuable trade secrets and confidential information of EDRMedeso and/or its licensors, and Customer shall ensure that Your Authorized Affiliates and Professional Consultants or any person to whom Customer have granted access to the Software do not: (i) disclose any part of the Software to any third party, or (ii) allow any third party to use the Software, or (iii) allow any copies of the Software to leave Your or Your Authorized Affiliate's or Professional Consultant's possession or control, except to the extent expressly permitted by this MLA.

Customer shall ensure that Your Authorized Affiliates and Professional Consultants do not:

- a) copy the whole or any part of the Software.
- b) modify, enhance, or merge the whole or any part of the Software with any other software or documentation.
- c) assign, transfer (except to Authorized Affiliates or Professional Consultants where permitted by applicable License Parameters), distribute, sell, lease, rent, sub-license, charge or otherwise deal in or encumber the Software, nor make the Software available to any third party, nor use the Software to provide software-as-a-service, service bureau or similar services to any third party;
- d) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Software, or to access the source code of the Software.
- e) enable use of the Software by duplication through virtualization or comparable technology in a manner that would exceed the number of Licenses purchased.
- f) use the Software to develop other software, except the Applications.
- g) develop Applications for third parties.
- h) use, whether alone or in combination with any other mark, nor register or attempt to register, whether directly or indirectly, any trademarks, trade names, logotypes or other symbols of EDRMedeso, or any confusingly similar marks, names or symbols, nor any Internet domain names containing any such trademarks, trade names or symbols.
- i) remove any of the intellectual property markings in the Software or its outputs, nor try remove or bypass any of the intellectual property protection mechanisms in the Software or its outputs.

1.10 If there is made reference to separate license terms of the producer on the License Form, there may result from these terms further provisions in respect of the license and the use of the software. In this case such license terms shall also govern the legal relationship between the producer and Customer. 1.10 If it is indicated in the License Form that the software is a "University Version", the software may only be used for academic teaching and research and not for commercial purposes; upon EDRMedesos request, Customer must provide an annual report on the use of the software.

1.11 Customer agrees that EDRMEDESOS may annually audit relevant books and records (including electronic records), devices, computers, servers, and systems of Customer, its Affiliates, consultants, service providers and contractors (collectively, "Customer Entity(ies)"), relating to the Software and Third Party Software in order to verify their use in compliance with this Agreement and/ or the Order. EDRMEDESOS may make copies of any such books and records to the extent necessary to verify Customer's compliance with the terms hereof. EDRMEDESOS may conduct the audit itself or at its option engage an independent third party to do such audit, provided that such third party is subject to confidentiality obligations. The audit may be conducted at any sites of Customer Entities, where the Software or Third Party Software is installed, used or accessed from, including remotely. EDRMEDESOS shall bear its own costs in connection with an audit. EDRMEDESOS will provide fifteen

(15) calendar days' notice prior to an audit, except where there is a reasonable cause to suspect that there is an infringement of intellectual property rights, in which case only two (2) business days' notice will be required. Any such audit will be performed during Customer Entity's normal business hours and in a manner that minimizes the disruption to its business. Customer Entities shall provide all assistance reasonably necessary for EDRMEDESOS to carry out such audit. If the audit reveals underpayments, Customer shall promptly make such payments. If the audit reveals under-reporting of usage, Customer shall promptly pay for the differentials at EDRMEDESOS's then list price for the Software and/or Third Party Software. EDRMEDESOS's rights and remedies in this Section shall be without prejudice to other rights and remedies EDRMEDESOS has under this Agreement or in any Order, at law or in equity. EDRMEDESOS's rights under this provision shall survive any termination or expiry of an Order or this Agreement for two years.

## **2. Duties and Obligations of the Customer**

2.1 The Customer is not allowed to lease, loan or dispose the software to any third party.

2.2 The Customer may, however, permit the use of the software to employees and Individual Contractors who are not granted an independent right of use and who use the program on behalf of the Customer. The restrictions of use according to Section 1 of this Agreement remain unaffected.

2.3 The Customer is obliged to observe the export regulations of Sweden as well as of the countries of origin of the software.

2.4 The Customer is obliged to run regular data backups appropriate in relation to the existing risks.

## **3. Warranty / Indemnification**

3.1 If the software has any defects, EDRMedeso must at its option either correct the defect in the software or deliver software free from defects within a reasonable period from notification of the defect by the Customer. In the event such remedy fails, the Customer shall be entitled to legal claims, unless otherwise regulated below. If EDRMedeso itself is not in possession of the source code, it can only correct defects as far as it has been supplied by the software producer with an error-correction update. If a damage caused by defects in the software occurs, the limitations of liability according to Items 4.1 to 4.6 of this Agreement shall apply.

3.2 Claims based on defects are excluded in case of the use of the software on an operating system other than the system specified in the License Form.

3.3 No warranty is provided for the correctness and/or usability of the results achieved with the software. The descriptions of the software in the user documentation do not involve any warranties.

3.4 In case a third party files a complaint against the Customer for infringement of copyright or other intellectual property rights by use of the software provided by EDRMedeso and therefore the Customer's Individual Contractual use of the software is impaired or forbidden, EDRMedeso will, at its discretion and expenses, either make available to the Customer software altered or replaced in such a manner that it does not infringe the rights of the third party, without causing a loss of functionality of the software, or indemnify Customer against the payment of licence fees for the use of the software towards the third party. The customer must immediately inform EDRMedeso in writing about any claims of alleged infringements of copyright or other intellectual property rights of a third party. Moreover, it must not recognize these claims and may only conduct disputes of any kind with the third party about the infringement in agreement with EDRMedeso. Any claims of the Customer resulting from an infringement of copyright or other intellectual property rights are excluded if the infringement is based on the fact that the software has been altered or is used together with software of another software producer. The same applies, if the infringement is based on improper use, in particular if the use is not in line with the Individual Contractual user documentation. Any other claims of the Customer based on infringement of protective rights of a third party are excluded, unless liability is provided for in this Agreement (Items 4.1 to 4.6 of the Agreement).

3.5 Extraordinary termination for non-grant of use based on a defect in the software is excluded as long as the attempt of a correction of the defect by EDRMedeso can not be considered as having failed. 3.6 In case of

software purchase, claims of the Customer based on defects (including claims of damages) the warranty period is 12 months. In cases of damage to life, body or health, of a wilful or grossly negligent breach of duty on part of EDRMedeso, of fraudulent concealment of defects or of claims under the Product Liability Act the Law shall apply

#### **4. Limitation of Liability**

4.1 EDRMedeso is only liable for damage, on whatever legal grounds, if such damage is caused by intent or gross negligence or by wilful or negligent breach of material Individual Contractual duties. Material Individual Contractual duties within the above meaning are such Individual Contractual duties that are mandatory for proper performance of the Individual Contract and on the fulfilment of which Customer may regularly rely.

4.2 In case of simple negligence, liability of EDRMedeso is limited to the foreseeable damage within the scope of this contract.

4.3 EDRMedeso is only liable for consequential damage caused by a defect in case of intent and gross negligence; legal claims of the Customer for compensation for damage caused by delay in rectification of the defect remain unaffected.

4.4 The above limitations and exclusions of liability do not apply to damage from injury of life, body or health that EDRMedeso is responsible for, as well as to liability under the Product Liability Act.

4.5 It is understood between parties to the Individual Contract that computer-aided engineering (CAE) always must be verified using suitable methods because the results obtained may be incorrect due to wrong or inaccurate entries or hidden defects in the software.

4.6 Proper use of the software requires specific user training.

#### **5. Support and Maintenance**

The Individual Contract includes support and maintenance, in case of software lease during the term of the software lease and otherwise only as far as specified in the License Form, to the following extent:

5.1 Support includes explanations for correcting operating errors by way of short advice given during the usual business hours. Support is only provided for the most current and the previous version..

5.2 Maintenance includes delivery of the update versions (improved and further-developed versions) issued by the software producer after their release. Update versions may require an updating of operating systems and interface programs.

5.3 If support and maintenance are agreed in case of software purchase, the term commences at the date of delivery of the software and has a duration of 12 months, unless otherwise stipulated on the License Form. EDRMedeso can terminate support and maintenance early in case it should lose its distribution licence.

5.4 The obligation to provide support and maintenance ceases if Customer alters the software without permission.

#### **6. Purchase Price / Lease / Maintenance and Support Charge**

6.1 The charge for software including the right of use connected with it (purchase price/lease) as well as a separate charge for support and maintenance services, if applicable, depend on the content of the order placed by the Customer. In case of software lease, the agreed amount of lease applies exclusively to the agreed term of the Individual Contract.

6.2 Concerning Subscription License(s) (as specified under Clause 1.7) either Party may terminate the Agreement for convenience by giving the other Party a written notice of termination at least thirty (30) days prior to expiration of the then-current Term.

6.3 The charge for the software (purchase price/lease) as well as the charge for support and maintenance services is due for payment upon delivery of the software. If, in the case of software purchase, there is also included support and maintenance, the charge for such services is due for payment at the beginning of the respective term.

6.4 If a term of software lease or a term of support and maintenance is extended, the respective charge is due for payment at the beginning of the new term.

6.5 The Customer shall bear customs duties, taxes and all other fees which incur in connection with the delivery of the software. The same applies to postage, freight, and packaging.

## **7. Extension of the Term of Individual Contract**

The extension of a term for software lease or support and maintenance by a further term is subject to written agreement. Such agreement requires signing a new License Form with reference to this Agreement (indicating the Individual Contract Number) provided that the Customer has placed a written purchase order specified following a written offer submitted by EDRMedeso.

## **8. Other Provisions**

8.1 The Customer's rights from this Agreement and from any Individual Contracts under this Agreement cannot be assigned to a third party. The Customer can set off claims for payment against EDRMedeso only against claims from the same Individual Contract or claims that are undisputed or legally recognized. A right of retention is only due to the Customer for claims under the same Individual Contract.

8.2 This Agreement is governed by Sweden law, excluding the United Nations Convention on Individual Contracts for the International Sale of Goods (CISG). If the Customer is a registered merchant, a legal person under public law or a special fund under public law or if it does not have a general place of jurisdiction within Sweden, then for all legal disputes arising from and in connection with this Agreement the court responsible for Västerås near Stockholm is agreed as exclusive place of jurisdiction unless legally mandatory a different place of jurisdiction is required.

8.3 Any addendum to or amendment of this Agreement or a License Form must be made in writing. This applies also to a possible waiver of the written-form requirement.

8.4 If any provision of this Agreement should be or become ineffective or impracticable, this shall not affect the legal validity of the remaining provisions. In place of the ineffective provision, there shall be regarded as agreed an effective provision that comes economically as close as possible to what was intended by the parties.

## **9. Privacy**

Note EDRMedeso will treat all information provided by the customer with the same care as own confidential documents. EDRMedeso is entitled to submit the customer data contained in the License Form to the producers of the software as far as this is necessary for the purpose of licensing of the software or in order to process support requests of the customer. If a producer is established outside of the EU, the statutory level of data protection may not necessarily be comparable with that of the EU; in this case EDRMedeso will notify the producer about the purpose of the data submission. To the extent required for error detection or trouble shooting EDRMedeso is entitled to submit further information and data (e.g. input data or calculation models) which the customer has delivered to EDRMedeso to the producer of the respective software if the producer has been bound to confidentiality by EDRMedeso. To the extent that EDRMedeso has used a sales partner for the



fulfilment of the contractual services and the customer has submitted information and data to this sales partner, the provisions under this section apply accordingly also to the sales partner.