



# END USER LICENSE AGREEMENT

## 1. INTRODUCTION

This End User License Agreement (“EULA”) governs your use of any Hardware, Application, or Software (including hardware-embedded software) provided by Xertified AB or any of its subsidiaries, parents, and affiliates (“Xertified”). This Agreement is between you, the licensed end user (“You”) and Xertified AB, located at Dragarbrunnsgatan 35, 753 20 Uppsala, Sweden. By purchasing or using a Xertified Product or Service, You agree to be bound by all terms of this Agreement that are applicable in the territory where You are located. Xertified retains the right to modify and change this Agreement, subject to applicable law, and your continued use of any Xertified Products or Services indicates your continued acceptance of the Agreement.

## 2. THE PRODUCT

Xertified provides certain hardware products (the “Hardware”) that may contain embedded software and/or firmware (“Embedded Software”) and Software (“Software”). The Hardware, Embedded Software, Software and all related software or other Products or Services offered by Xertified collectively form the “Product.”

## 3. UPDATES TO THE EULA

Xertified reserves the right, at its discretion, to change, modify, add, or remove portions of this EULA at any time by posting the amended EULA on the Xertified website ([www.xertified.com](http://www.xertified.com)). It is your responsibility to periodically check the EULA for changes. Unless otherwise stated, all amended terms shall be effective immediately after they are initially posted. If at any point You do not agree to any portion of the then-current version of the EULA, your sole remedy is to stop using the Product related to this EULA. You will be deemed to have accepted any changes to the EULA by continuing to use the Product from Xertified. For clarity, any such changes to the EULA as described above shall be limited to what is permitted by applicable law.

## 4. GRANT OF LICENSE; OWNERSHIP

Subject to the terms and restrictions of this EULA, Xertified grants You a personal, revocable, non-transferable, non-exclusive license to use the Product. You agree not to

modify, rent, lease, loan, sell, assign, distribute, reverse engineer, or create derivative works based on any element of the Product except as expressly authorized by Xertified. Xertified warrants that the Embedded Software, the Software and any patents, trademarks, software including source and object code, and other copyrightable materials incorporated in or displayed on the Product, is owned by Xertified, and does not infringe in any way on any third party's intellectual property rights including without limitation, patent, copyright, trademark, trade secrets or right of publicity and other proprietary rights. Xertified reserves all rights, including without limitation, all intellectual property rights, or other proprietary rights, in connection with the Product.

## **5. RESTRICTIONS**

The license granted to You in this EULA is subject to the following restrictions:

1. You will not abuse, hack, attack, interfere with, gain unauthorized access to, or disrupt the Product or do anything contrary to this EULA.
2. You will not access or use the Product in a way that could violate applicable law, or in any manner not expressly authorized by Xertified under this EULA or in a separate written agreement.
3. You will not use the Product to infringe on the intellectual property or privacy rights of others, to obtain personal information or surveillance of others without authorization, or to otherwise violate applicable law.
4. You will use the Product in a prudent and responsible manner in keeping with the customary operation of other similar devices.

## **6. LIMITATIONS OF THE PRODUCT**

While the Product is made to be highly reliable and available, it is not intended to, or can be expected to, be reliable or available 100% of the time. You acknowledge these limitations and agree that Xertified is not responsible for any damages or injury allegedly caused by the failure or delay of the Product. You further acknowledge that Xertified does not guarantee that the Product will not be compromised or circumvented by third parties. The product is not designed or intended for use in hazardous environments requiring to fail-safe performance, including but not limited to, the operation of a nuclear facility, aircraft navigation or communications systems, air traffic controls, or other devices or systems in which a malfunction of the Product would result in a foreseeable risk of injury or death to the operator of the device or system or to others ("hazardous applications"). You assume any and all risks, injuries, losses, claims, and any other liabilities arising out of the use of the product in any hazardous applications.

## **7. TERM & TERMINATION**

This EULA and the license granted hereunder are effective on the date You first use the Product and shall continue for as long as You use the Product or until this EULA is terminated. Xertified may terminate this EULA at any time if You fail to comply with the terms of this EULA or other related Xertified Agreements. You may terminate this EULA effective immediately upon written notice to Xertified customer service

at support@xertified.com. Upon termination of this EULA, the license granted hereunder will terminate and You must immediately stop using the Product.

## 8. UPDATES TO THE PRODUCT

The Product is constantly evolving, and new features and functions will be added over time. Xertified may require that You accept updates to the Product and may automatically update the Product at any time with or without notifying You. The updates to the Product may add new or remove existing functionality. By using the Product, You consent to these updates. You may need to update third-party software and systems from time to time in order to use the Product.

## 9. INDEMNITY

**9.1** With the exception of the section 9.2, you agree to indemnify and hold Xertified, , contractors, employees, agents, and its third-party suppliers, licensors, and partners (“Xertified Parties”) harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your misuse of the Product, any violation by You of this EULA, or any breach of the representations, warranties, and covenants made by You herein. Xertified reserves the right, at your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify the Xertified Parties, and You agree to cooperate with Xertified defence of these claims. Xertified shall notify You of any such claim, action, or proceeding upon becoming aware of it.

**9.2** Xertified will indemnify, defend, and hold You harmless against all actions, proceedings, suits, claims or demands that may be brought or instituted against You by any third party based on or arising out of allegations that your use of the Product in accordance with the terms of this EULA infringes any third-party intellectual property rights (“IPR Claim”). Xertified’s foregoing defence and indemnity obligation shall not extend to claims based on unauthorized modification or use of the Product made by You or any third party without the approval of Licensor. As a condition to Xertified’s indemnity obligation, You shall give Xertified prompt notice of any IPR Claim, grant Xertified sole control of the defence and/or settlement of any IPR Claim (provided that Xertified shall not enter into any settlement that admits liability on behalf of You or imposes any obligations on You other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and provide reasonable assistance as requested by Xertified. If the Product or part thereof becomes, or in Xertified’s opinion may become, subject to an IPR Claim or your use thereof may be otherwise impacted, Xertified may, at its option, either: (a) procure for You the right to continue using the Product; (b) replace or modify the Product, so that it is non-infringing; or (c) if neither of the foregoing alternatives is reasonably practical, terminate this EULA and refund any sums prepaid for the unexpired license (calculated based on Xertified license fees), if any, upon the return or destruction (and certification of destruction) of the Product.

The provisions in this paragraph will survive any termination of your use of the Product.

## 10. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

1. except to the extent specifically provided in this EULA or in any product warranty issued by Xertified, use of the Product is at your sole risk and is provided on an “as is” basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title or implied warranties of non-infringement, merchantability, or fitness for a particular purpose.
2. You use the Product at your own risk, and Xertified Parties are not responsible for any damage to your computer system or loss of data that results from this use.
3. no advice or information obtained from the Xertified Parties other than the documentation provided with the Product shall create any warranty not stated in this EULA.
4. these limitations of liability extend to all claims, whether known or unknown, except as provided in this EULA.

## 11. LIMITATION OF LIABILITY

With the exception of Section 9.2, You acknowledge and agree that, to the fullest extent permitted by any applicable law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Product under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence) and that the Xertified Parties shall not be liable for any direct, indirect, incidental, special, exemplary or consequential damages, including loss of profits, goodwill or data, in any way whatsoever arising out of the use of, or inability to use, the Product. You further specifically acknowledge that Xertified is not liable, and You agree not to seek to hold Xertified liable, for any loss relating to; unforeseeable circumstances and acts of God; or any violations by any terms of any Xertified agreements.

## 12. EXCLUSIONS

Nothing in this EULA is intended to exclude or limit any condition, warranty, right, or liability that may not be lawfully excluded or limited. Accordingly, only those limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

## 13. GOVERNING LAW AND ARBITRATION

**13.1** This EULA shall be governed and construed in all respects in accordance with the substantive laws of Sweden without regard to its principles of conflicts of laws. Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that

the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden.

**13.2** The parties to the EULA undertake not to, without compelling reasons, disclose to any third party any information in respect of negotiations or arbitration, the existence and content of an arbitration award or decision in view of a dispute.