

CROSSER TECHNOLOGIES AB
END USER LICENSE AGREEMENT

(issued 2025-06-11)

This End User License Agreement (“EULA”) is a legal agreement between You (either an individual or an entity, who will be referred to in this EULA as "You" or “Customer”) and Crosser Technologies AB, corporate identification no. 559074-8975 (“Crosser”), Rådhusgatan 35, 852 32 Sundsvall, Sweden, for the use of desktop and/or server software applications, and which may include associated media, documentation, printed materials, and other components and software modules (collectively referred to in this EULA as the "Programs"). The Programs also includes any software updates and upgrades that Crosser or any reseller authorized by Crosser (“Authorized Reseller”) may provide to You or make available to You, or that You obtain after the date You obtain Your initial copy of the Programs, to the extent that such items are not accompanied by a separate license agreement or terms of use.

BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE PROGRAMS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT YOU HAVE NO RIGHTS TO THE PROGRAMS AND SHOULD NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE PROGRAMS.

This EULA is designed to be incorporated by reference into a signed contract (“Contract”), such as a Frame, Head, Purchase or License Agreement or a signed Tender, Offering or Order and an appendix to the agreement entered into between Crosser and the Customer (“the Agreement”). Capitalized terms in this EULA are defined in the Agreement if not herein.

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

1. General

In return for the agreed License Fee, Crosser grants You – the Customer - a limited, non-exclusive, right to use any and all parts of the Programs. Any use by Customer of any parts of the Programs constitutes an acceptance of this EULA and the conditions stated herein, regardless of whether this document has been signed by the parties. The terms and conditions of this EULA (“License Terms”) replace any and all previous terms that may have been applicable for the Programs.

2. License Grant

Except as otherwise provided in this EULA, and subject to due payment by the Customer to Crosser of all required fees (License Fees), Crosser grants You a royalty-bearing, non-exclusive and non-transferable, non-sublicensable license to, within the Territory, on the terms and conditions set forth in this EULA, use the Programs ordered and paid for by You. Under this EULA “use” means storing, loading, installing, executing and displaying the software part of the Programs (“the Software”). The grant is based on an assumption of the Customer using the Software in a technical- and operational environment approved by Crosser, and in accordance with the user- and technical manual and any other instructions provided by Crosser. Crosser

may at its own discretion and without liability change or modify the License Terms or any of its components by giving Customer written notice. Such changes or modifications to the EULA. Changes or modifications to the EULA apply to any Software licenses acquired or renewed after the date of change/modification. Furthermore, Crosser may at its own discretion and without liability revoke the license grant at any time if Customer fails to comply with the terms and conditions of this EULA or fails to pay the License Fee.

3. Intellectual Property Rights and Scope of the License

The Programs are confidential and protected by copyright laws as well as other intellectual property laws. Title to the Programs and all associated intellectual property rights is retained by Crosser and/or its licensors and the License grant confers no title, ownership or any other rights in the Programs. Customer may use the Programs only in accordance with the License grant and this EULA and the applicable manual/documentation/technical requirements. As the Programs are owned and copyrighted by Crosser, Customer may only make copies or adaptations of the Programs for archival purposes or when copying or adaptation is an essential step in the authorized use of the software on a backup device. All copyright notices in or on the original Programs shall be reproduced on all permitted copies or adaptations. Customer may only modify the parts of the Software which are enabled for modification and integration to other software, without Crosser's prior written consent. Where Customer has other rights under statutory law, Customer will without undue delay provide Crosser with detailed information regarding any intended disassembly or decompilation. Otherwise, Customer may not alter, translate, create derivative works based on the Software, decompile, reverse assemble or reverse engineer the Software, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law.

No right, title or interest in or to any trademark, service mark, logo or trade name of Crosser or its licensors is granted under this EULA. The license grant and any other rights under this EULA may not be transferred without Crosser's prior written approval. Customer may not Remove or alter any proprietary notices or marks on the Software.

4. Use of Software and Restrictions

Customer /You understands and agrees that You shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Software. Your use shall be in accordance with applicable restrictions concerning privacy, intellectual property rights and other laws. You may not use the Software for any purpose other than as described herein or in the applicable product description or manual. You may not use the Software for any purpose other than for using the features Crosser intentionally make available to You.

Customer/ understands and agrees that You will not intentionally (a) interfere with other customers' access to, or use of, software or Cloud Services, or with its security; (b) facilitate the attack or disruption of the Software, third party software or Cloud Services, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); or (c) cause an unusual spike or increase in Your use of the Software that negatively impacts the Software's, third party software's or Cloud Services' operation. "Cloud Service" means Crosser's or third party's hosted software-as-a-service offering or other cloud-enabled feature.

5. - Paragraph deleted -

6. Audit

Customer shall maintain accurate records relating to the performance of its obligations under this Agreement for at least three (3) years after its termination. Crosser may, upon thirty (30) days' written notice and not more than once in each twelve (12) month period, examine Customer's records related to the amounts due to Crosser. Such examination and verification may be done, at Crosser's expense, by Crosser or its accounting firm. If verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient licenses to cover its use. For such licensees no discounts shall apply. If material unlicensed use (more than 10 %) is found, Customer must reimburse Crosser for the costs Crosser has incurred in verification and acquire the necessary additional licenses, for past and present unlicensed use, at single retail license cost within 30 days.

7. Warranty

Crosser warrants that the Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on infrastructure in accordance with Crosser's recommended technical requirements. Crosser further warrants that the Software will substantially conform to its specifications. Crosser does not warrant that the Software will operate in other hardware and software, or combinations thereof, than Crosser's recommended technical requirement, or meet requirements specified by the Customer. Crosser does not warrant that the operation of the Software will be uninterrupted or error free. The Customer acknowledges that error free software cannot be reasonable expected within the software industry. If Crosser receives written notice of substantial non-conformance to the specification of the Software, Crosser will at its own discretion either repair or replace the affected Software. If Crosser is unable to replace, correct or implement a work-around for a defect or non-conformance in the Software within a reasonable time, Crosser will refund Customer any prepaid fees (exclusive of VAT) covering the remainder of the term, after the effective date of termination and upon de-installation and/or destruction of the Programs. Crosser provides all third-party products and software as is.

The above warranty and obligations do not apply to a) any claims that are based on breach of any of the Restrictions stated in Section 4 above, b) damages, defects, malfunction, disruption or bad performance of the Software or to Customer's hardware or software used together with the Software resulting from i) unauthorized maintenance, corrections or modifications; ii) algorithms, services, modules, code and other form of software, hardware or content developed by Customer or third parties and provided, interacting or uploaded to or through the Software; iii) use or operation outside the specifications for the Software; iv) failure by Customer to implement or install and use any replacement, up-date, correction or modification of the Software provided by Crosser; v) Customer's use of hardware or software or combinations thereof outside Crosser's recommended technical requirements; or vi) improper site preparation. The above warranty is exclusive, and no other warranty is expressed or implied.

8. Infringement Indemnity

Crosser will defend or settle any claim against Customer that the delivered Software infringes on the rights of a third party, provided that Customer i) promptly notifies Crosser in writing; and ii) co-operates with Crosser in, and grants Crosser sole control of, the defence or settlement. Crosser will pay infringement claim defence costs, settlement amounts and court-awarded damages. Crosser may at its own discretion modify the Software, procure any necessary license, or replace the Software to avoid an infringement claim. If Crosser determines that none of these alternatives are reasonably available, then Crosser will refund Customer the License Fee for the current license period upon return of the Programs. Crosser has no obligation for any claim of infringement arising from i) Crosser's compliance with Customer's designs, specifications or instructions; ii) Crosser's use of technical information or technology provided by Customer; iii) modifications by Customer or a third party; iv) failure by Customer to implement or install and use any replacement, up-date, correction or modification of the Software provided by Crosser; v) use of the software that is not in accordance with information provided by Crosser; or vi) use of the software in combination with other products. This clause states Crosser's entire liability for claims of intellectual property infringement. The Customer is obliged at all times to protect the Programs from any unauthorized distribution.

9. Limitations of Liability

Crosser's warranties and responsibilities do not cover indirect losses . Indirect losses include, but are not limited to, loss of profits, loss of business, losses caused by disruption or lack of availability, loss of and damage to data, any third-party claims made and any other consequential damages.

Crosser shall not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

Crosser has no obligation with respect to any claims (including third party claims or claims based on infringement of intellectual property rights), that are based on: (a) breach of any of the Restrictions stated in Section 4 above; (b) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (c) Your modification of any Software or modification by a third party; (c) combination, operation, or use of Software with non-Crosser products, software or business processes; (d) Your failure to install updates or replace Software as required by Crosser; or (e) any Crosser Technology provided on a no charge, beta or evaluation basis.

To the extent Crosser is held legally liable, Crosser's maximum liability is limited to an amount of USD 10,000.

10. Confidentiality

The Programs contains Crosser's and its licensors' business and trade secrets and shall be treated as confidential information. Customer undertakes not to make the Programs available to any third party without Crosser's prior written approval. The Customer is responsible for informing and instructing any relevant personnel of their obligation to comply with these License Terms. The confidentiality obligations shall apply for a period of three years from the Customer has terminated all use of the Programs. For backup copies Customer is obligated to

keep on record according to statutory law, the confidentiality shall as a minimum apply for as long as the Customer retains such backup copies.

11. Termination

The term of this EULA and the notice period for termination of the EULA are agreed on in the Agreement. Either party may terminate this EULA by written notice in the event that the other party commits a material breach thereof and fails to cure such breach within ten (10) days from receipt of such notice. Such notice shall specify with particularity the details of such breach. The Programs and all copies thereof shall be de-installed, destroyed or returned to Crosser immediately upon termination, regardless of the cause of such termination.

12. Disputes

This EULA and any disputes hereunder shall be governed by and construed and enforced in accordance with the laws of Sweden, without reference to principles of conflict of laws. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply. If any portion of the EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect.

Any dispute, controversy or claim arising out of or in connection with this EULA, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English if both parties are Swedish in which case the language shall be Swedish.

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