

End-User License Agreement

This End-User License Agreement shall apply when Scribe grants a software as a service license to a customer ("Licensee") that has ordered access to specific Scribe Services from an authorised reseller ("Reseller") of Scribe Services where such order, or underlying agreement with the Reseller, refers to this End-User License Agreement. Scribe and Licensee are also together referred to as the "Parties" and individually as a "Party".

1 Definitions

"Agreement" means this End-User License Agreement - including all of the Agreement Documents listed herein - as amended from time to time. **"Application User"** means a Licensee employee, or other by Licensee designated representative, that has been granted rightful access to use the Scribe Services subscribed to by Licensee either (i) through a registered personal account in the Scribe Services, or (ii) when so allowed for, through a generic account in the Scribe Services. **"API"** means the APIs of Scribe Services as further defined in the API Terms. **"eID Provider"** is defined in the General eID Terms. **"eID Services"** is defined in the eID Terms. **"Order Form"** means an ordering document or online order pertaining to Scribe Services, as provided by the Reseller and executed by Licensee in the designated manner. For the purposes of this Agreement the term "Order Form" shall, when the context so requires, be deemed to incorporate the full agreement between Licensee and the Reseller. **"Scribe Entity"** means any business entity from time to time controlling, controlled by, or under common control with Scribe AB (whereby "control" shall be understood as a business entity controlling, by direct ownership, more than 50% of the outstanding votes of the other business entity). **"Scribe eSign"** means Scribe's cloud-based solution(s) for e-signing of documents. **"Scribe Services"** means the common name for Scribe's products as licensed under this Agreement (as amended from time to time), including but not limited to Scribe eSign, Scribe eID Hub, and esignatur by Scribe. **"Specification"** means the service descriptions of Scribe Services. It being acknowledged that at any time current version of the Specification for Scribe eSign can be accessed in the form of a PDF-attachment to a document signed with Scribe eSign at such time. **"Third-party Services"** is defined in the eID Terms. Other definitions used but not defined herein are defined in the other Agreement Documents listed in Article 23 below.

2 License

- 2.1. Licensee is through the execution by both Parties of the Agreement and during the Term granted a limited, non-exclusive and non-transferable subscription-based license, on conditions set out in the Agreement, to use the

Scribe Services, as ordered and subscribed to by Licensee.

- 2.2. Licensee shall in no event whatsoever decompile, disassemble, or reverse engineer any part of Scribe Services, nor shall it alter or duplicate any aspect of Scribe Services, except as may be explicitly permitted by Scribe in writing.

3 Intellectual property rights

Scribe Services and any related documentation are protected by copyright, trademark, trade secret rights and other intellectual property rights that are at all times retained by Scribe or its licensors. With the exception of the explicit license and use rights granted in the Agreement, the Agreement does not affect, express or imply any transfer of title or other rights to any Scribe Services and related documentation to Licensee.

4 General Responsibilities

- 4.1. Scribe will: (a) provide Licensee with access to the Scribe Services subscribed to by Licensee pursuant to this Agreement, and the applicable Order Form(s); (b) use commercially reasonable efforts to maintain the Scribe Services to continue to conform with and perform in accordance with the functions set forth in the Specification and to be held free from defects including but not limited to its design and functionality; (c) use commercially reasonable efforts to make the Scribe Services available 24 hours a day, 7 days a week, except for planned downtime, and any unavailability caused by circumstances beyond Scribe's reasonable control, including, for example, a force majeure event, internet service provider failure or delay, non-Scribe application failure, or denial of service attack, and (c) provide the Services in accordance with laws and government regulations applicable to Scribe's provision of its services to its Licensees generally (i.e., without regard for Licensee's particular use of the Services), and subject to Licensee's use of

the Services in accordance with this Agreement, and the applicable Order Form.

- 4.1.1. To avoid doubt, Scribe shall not be held responsible vis-à-vis Licensee for the provision of support for the Scribe Services subscribed to. Support for the Scribe Services to which Licensee has subscribed is being provided by the Reseller and any inquiries or issues related specifically to the said support services shall be directed to the Reseller and shall be dealt with by the same in accordance with their agreement with the Licensee.
- 4.2. Scribe is responsible for the performance of its personnel (including its employees and contractors) and their compliance with Scribe's obligations under this Agreement, except as otherwise specified in this Agreement.
- 4.3. Licensee is responsible for; (a) its, and the Application User's, compliance with this Agreement and the Order Form(s) (b) the accuracy, quality and legality of Licensee's data, the means by which Licensee acquired its data, its use of its data within the Scribe Services, and the interoperation of any systems used by Licensee together with the Scribe Services (unless and to the extent otherwise stated in the Agreement or the Order Form); (c) using commercially reasonable efforts to prevent unauthorized access to or use of Scribe Services and promptly notifying Scribe of any such unauthorized access or use, and; (d) using the Scribe Services only in accordance with the terms of this Agreement, the Order Forms and applicable laws.
- 4.4. Licensee shall not (a) provide log-in access to any Scribe Services to anyone other than its authorised Application Users; (b) provide any admin log-in access to any Scribe Services to anyone other than its designated system admin(s) users, (c) sell, resell, license, sublicense, distribute, rent or lease any Scribe Services; (d) use any Scribe Services to process malicious code, infringing, libelous, or otherwise unlawful material, (e) interfere with or disrupt the integrity or performance of the Scribe Services, including not to copy, probe, load-test, index, manipulate, test or monitor any portion of the Scribe Services, or to in any way reproduce or circumvent the Scribe Service's structure or presentation, or to attempt to obtain any materials, documents or information through any means other than the infrastructure created and/or made available by Scribe to that end; (f) attempt to gain unauthorized access to any Scribe Services (g) permit direct or indirect access to, or use of any Scribe Services in such a way that circumvents any usage limit as may be set forth in the Order Form, or (h) use any Scribe Services to access, copy or use any of Scribe's intellectual property

except as permitted under this Agreement and the Order Form

5 Ordering and Fees

- 5.1. The Order Form provided by the Reseller will, as a minimum, specify the company details and the authorised signatory details of Licensee, as well as the Scribe Services that Licensee agrees to subscribe to. The applicable fees and conditions pertaining thereto may be specified within the Order Form and/or in further agreement documentation provided by the Reseller - it being understood that an Order Form may constitute the full agreement between Licensee and the Reseller, or else refer to or be incorporated under a separate new or existing agreement between Licensee and the Reseller.
 - 5.2. Furthermore, the Order Form may incorporate the collection of Licensee's formal acceptance of this Agreement, by means of Licensee's clicking of a box indicating acceptance, or by other means of stipulating that Licensee becomes party to this to this Agreement by executing the Order Form. In the event the Order Form incorporates such acceptance, Licensee shall be deemed to have entered into, and become directly bound by, this Agreement without reservation directly upon Licensee's execution of the Order Form. Unless Scribe, via notice to the Reseller, rejects Licensee's entering into the Agreement within undue delay from having received the corresponding order from the Reseller (such rejection not to be made without relevant cause), Scribe shall become bound by the Agreement without any requirement for any countersignature or confirmation.
 - 5.3. If the Order Form does not cater for Licensee's acceptance of this Agreement, Licensee will - in connection with issuing its order for the Scribe Services to the Reseller and prior to being granted access to the same - be required to sign a separate "EULA Acceptance Form" provided by Scribe.
 - 5.4. Licensee will pay all fees specified in Order Form and applicable price list directly to the Reseller. Scribe shall in no event be deemed responsible for any taxes, levies or duties (or similar) including withholding taxes related to Licensee's use of the Scribe Services. Should Scribe be deemed to have a legal obligation to pay or collect any such taxes etc. for which Licensee is responsible under this section, Scribe shall be entitled to invoice Licensee and Licensee shall be liable to pay any such amounts levied against Scribe.
- ## **6 Representations and Warranties**
- 6.1. Scribe represents to Licensee that it has the full and complete right to license and provide

Scrive Services to Licensee as set forth in the Agreement and that Scrive Services do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- 6.2. Parties acknowledge that parts of the functions in Scrive Services are provided by eID Providers. Scrive makes no warranty of any kind, whether express or implied, regarding the software solutions or other services provided by the eID Providers and specifically disclaim any warranties of fitness for a particular purpose and against infringement, to the maximum extent possible by law.

7 General Limitation of Liability

- 7.1. Under no circumstances shall either Party be liable to the other Party for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages even if such Party has been advised of the likelihood of such damages.
- 7.2. Either Party's maximum aggregate liability for losses or damages suffered in respect of all claims, liabilities and indemnities arising in connection with the Agreement shall not exceed two-hundred percent (200%) of the total license fees paid, or payable, by Licensee to the Reseller under any Order Form that directly pertain to Licensee's use of Scrive Services within the twelve (12) months period prior to the occurrence of the event resulting in such claims, and as a maximum Swedish kronor (SEK) one million (1 000 000).
- 7.3. The limitation of liability provided in Articles 7.1 and 7.2 above shall not apply in respect of damages resulting from acts by either Party committed with intent or gross negligence.
- 7.4. No action, regardless of form, arising out of any claimed breach of obligations under the Agreement may be brought by either Party more than twelve (12) months after the cause of action has occurred.
- 7.5. A Party suffering loss or damages shall take reasonable measures to limit such loss or damage.

8 Indemnification

- 8.1. Scrive shall keep Licensee indemnified against any losses incurred by the Licensee as a result of any final judgement by a court of competent jurisdiction, or a settlement made by Scrive, by reason of an infringement of third party patents, copyrights, registered designs or any other intellectual property rights by reason of the proper use of Scrive Services in the Area provided that Licensee promptly: (i) gives Scrive written notice of any claim for infringement and refrains from acting on account of such claim without previous

approval of Scrive, (ii) gives Scrive any reasonable authorisation and assistance which may be reasonably required to settle or defend the claim, and (iii) subject to Scrive's previous approval, takes reasonable measures to reduce the extent of a possible infringement.

- 8.2. If, in accordance with any final judgement or a settlement made by Scrive under clause 8.1 above, the use of Scrive Services in accordance with the terms of the Agreement is deemed to constitute an infringement and the use thereof by Licensee consequently is prohibited or restricted, Scrive shall without delay and at its expense and discretion either (i) procure the right for Licensee to continue the use, (ii) replace or modify the infringing part so as to make it non-infringing, or (iii) if neither of the previous options is practically and/or commercially feasible, terminate Licensee's subscription for the Scrive Services through written notice to Licensee and without liability for either Party.
- 8.3. The remedies available to Licensee as stated above shall not apply to (i) claims resulting from the combination of Scrive Services with other products (except products necessary to access and make use of Scrive Services such as a computer device and a web browser) or (ii) claims arising out of Licensee's modification of Scrive Services, unless pre-approved by Scrive.
- 8.4. Articles 8.1 to 8.3 provide Scrive's sole liability and Licensee's sole remedy for claims of infringements of intellectual property rights brought by a third party by reason of the proper use of Scrive Services.

9 Publicity

- 9.1. Scrive shall, without specific consent by Licensee, be entitled to in good faith publish Licensee's company name, logotype and use case(s) for Scrive Services on Scrive's webpages and in its sales materials.
- 9.2. Licensee shall, without specific consent by Scrive, be entitled to in good faith use Scrive's company name and logotype to inform third parties via its webpages or other media of Licensee's use of Scrive Services.
- 9.3. Any other publication, marketing activities or similar by either Party that involves the name or logotype of the other, shall be subject to the other Party's prior written consent.

10 Notices

All notices required by the Agreement shall be furnished by e-mail and be effective on receipt. Notices to Scrive shall be sent to support@scrive.com. Notices to Licensee shall be sent to the email of Licensee's authorized signatory, except that notices under the DPA may be sent to a separate email address, if so required by Licensee. Licensee is

responsible for notifying Scribe of its email addresses as per the above, unless such information has been provided to the Reseller in the Order Form. Either Party may change its e-mail address(es) for notifications by a notice to the other Party.

11 Assignment and Subcontracting

- 11.1. Unless otherwise provided for in this Agreement, neither Party may transfer, assign or sublicense its rights under this Agreement to any other third party, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Agreement in connection with its merger, reorganization, or sale of substantially all of its assets or capital stock and Scribe may assign the Agreement, or transfer explicit rights (e.g., the right to invoice) under the Agreement, to a Scribe Entity.
- 11.2. Neither Party may subcontract any of its undertakings under this Agreement to any third party without the prior written approval by the other Party.

12 Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which the Party could not reasonably be expected to have anticipated and the consequences of which the Party could not have reasonably avoided or surmounted (a "Force Majeure Event"). Nevertheless, in the event that a Force Majeure Event continues for more than one (1) month, the non-affected Party shall be entitled to terminate this Agreement without any further liability to the affected Party. The affected Party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.

13 Non-Disclosure of Confidential Information

- 13.1. Confidential Information is all information, technical and business data or know-how which is designated in writing, or identified orally as confidential or proprietary, or which information would, under the circumstances, appear to a reasonable person to be, confidential and/or proprietary information. Confidential Information includes all confidential and proprietary information (i) belonging to either of the Parties and, (ii) the information of either Party's Affiliates and (iii) third parties with which such Party does business, that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"). In addition, all data submitted to Scribe Services by Licensee shall be Confidential Information.
- 13.2. Confidential Information does not include information that: (i) was in or enters the public domain through no fault of the Receiving

Party; (ii) is communicated by a third party to the Receiving Party free of any obligation of confidentiality; (iii) has been independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or (iv) was in the Receiving Party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the Disclosing Party.

- 13.3. Each Party shall hold the other Party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other Party's Confidential Information for any purpose other than as required to perform under this Agreement. The restriction on disclosure shall not apply to Confidential Information which is required to be disclosed by a court or government agency or which is disclosed in connection with a due diligence review by an investment bank or potential acquirer subjected to a confidentiality agreement. The restrictions in this section shall survive termination or expiration of this Agreement, with or without cause, for a period of five (5) years.

14 Data Protection

- 14.1. The Parties shall make or obtain and maintain throughout the Term all necessary registrations or filings and notifications which such Party may be obliged to obtain and maintain pursuant to applicable data protection laws. The Licensee shall at all times ensure that there is a legal basis, in whatever form necessary, for the processing of Personal Data through Scribe Services. Scribe agrees to comply with the reasonable requests of the Licensee related to any new/altered obligations of the Licensee may have as a controller of personal data under data protection laws. In the event however that any such request would imply costs that are not negligible to Scribe, it shall be deemed as a Feature Request.
- 14.2. As and when Licensee is provided with access to Scribe Services via an integrated system solution provided to Licensee by the Reseller, then Licensee agrees and acknowledges that: (i) the commands sent programmatically via the API to the Scribe Services shall be regarded as Scribe receiving from Licensee such instructions for processing of personal data as set forth in the Data Processing Agreement, and (ii) that Licensee may provide further specific written instructions, via the Reseller, for Scribe to change adjustable standard settings and configurations in the Scribe Services that cannot be managed programmatically via the API.
- 14.3. The further obligations of the Parties with regards to data protection are set out in the

Data Processing Agreement, that forms an integral part of the Agreement.

15 Term and Termination

- 15.1. The Agreement shall come into effect and become valid and binding between the Parties as from the date of Licensee's formal acceptance hereof in accordance with Article 5 above and shall remain valid for as long as Licensee subscribes to any Scrive Services via the Reseller. The term of a subscription to any Scrive Services shall last for a minimum period of 12 months and shall, automatically renew for periods of additional 12 months - unless otherwise stated in the Order Form - and thus continue until terminated by Licensee or the Reseller in accordance with the terms of the Order Form.
- 15.2. Notwithstanding the above, each Party may terminate this Agreement at any time if; (i) the other Party neglects or fails to perform a material obligation hereunder, and such neglect or failure continues unremedied for a period of one (1) month after written notice is sent to the defaulting Party by the other Party; or (ii) bankruptcy or insolvency proceedings are instituted against the other Party and such proceedings are not dismissed within two (2) months from the date of proceedings.
- 15.3. Scrive may terminate this Agreement without liability at any time if the relationship between Scrive and the Licensee, or Licensee's use of Scrive Services, in the reasonable opinion of Scrive damages, or can damage, the reputation of Scrive and/or the image of Scrive Services and/or, as a result of which, the reputation, image and/or integrity of services provided by the eID Providers.

16 Effects of Termination

- 16.1. If the Agreement is terminated by Scrive or Licensee in accordance herewith, all licenses and rights granted to Licensee under this Agreement shall cease forthwith and Licensee shall immediately cease to use Scrive Services and each Party shall return to the other Party all of the other Party's and its licensors' property, including where relevant proprietary information and Confidential Information.

17 No Partnership

This Agreement shall not be deemed to create any kind of partnership between Scrive and the Licensee other than herein explicitly described, to the effect inter alia that the Swedish Act on Partnerships (Sw. lag (1980:1102) om handelsbolag och enkla bolag) shall not have any application to this Agreement or any matter related hereto.

18 Export Control and Sanctions

- 18.1. Licensee may not; (i) use the Scrive Services within, nor export, or re-export the Scrive

Services into, a country subject to Sanctions, nor; (ii) knowingly permit a person or entity listed on any Sanctions List to use the Scrive Services.

- 18.2. Each Party represents and confirms that it, as well as its owners and all persons acting on behalf thereof, are not: (i) listed on any Sanctions List; (ii) located or organized in any country or territory subject to country or territory-wide Sanctions; (iii) a person with whom either Party is prohibited from engaging with by reason of any Sanctions, or; (iv) otherwise a subject of Sanctions. Further, each Party agrees to promptly notify the other if any of its owners or persons acting on behalf of thereof should become subject to Sanctions.
- 18.3. For the purpose of this section: "Sanctioning Authority" means the European Union and any of its member states, the United Kingdom, or any member state of the European Economic Area, the United Nations, the US government, and any governmental institutions and agencies of any of the foregoing, including without limitation the United Nations Security Council, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State, the US Department of Commerce and H.M.'s Treasury. "Sanctions" means any economic or financial sanctions laws, regulations or trade embargoes or similar restrictive measures imposed, administered, or enforced from time to time by any Sanctioning Authority. "Sanctions List" means any list of persons or entities being the subject of any Sanctions published by any Sanctioning Authority from time to time.

19 Severability and non-waiver

If any provision of this Agreement is held to be legally invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Failure by either Party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of such provision or right unless express and in writing. No waiver shall be interpreted as setting a precedent.

20 Governing Law

This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden without regard to its choice or conflict of law principles.

21 Dispute Resolution

- 21.1. To ensure the timely and economical resolution of any dispute, controversy or claim that arise in connection with this Agreement, the Parties shall initially attempt to resolve it

amongst themselves by conducting good faith negotiations.

- 21.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (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.
- 21.3. The arbitral tribunal shall irrespective of above alternatives be composed of a sole arbitrator. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English. All awards may, if necessary, be enforced by any court having jurisdiction in the same manner as a judgement in such court.
- 21.4. The Parties undertake and agree that all arbitral proceedings shall be strictly confidential and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

22 Survival

Rights and obligations under this Agreement that by their nature should survive, or which are explicitly noted as clauses that should survive, will remain in effect after the termination of the Agreement. Without prejudice to the foregoing, in particular all stipulations in the Agreement concerning intellectual property and Confidential Information shall survive.

23 Entire Agreement and Order of Precedence

This End-User License Agreement, in which all the Agreement Documents listed below form an integral part, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, oral statements, and understanding of any nature whatsoever.

The **Agreement Documents** are:

- i. End-User License Agreement (this main Agreement document);
- ii. Data Processing Agreement ("DPA") including the applicable DPA Enclosure(s) - it being understood and accepted by Licensee that the DPA Enclosures for (a) Scribe eSign, (b) Scribe eSign EC and/or (c) Data Providers, shall apply to any use by Licensee to either, or all, of these respective Scribe Services;
- iii. General eID & Third-Party Services Terms ("eID Terms"), including applicable Terms of Use as referred to therein - it being understood and accepted by Licensee that

the terms and conditions of which shall apply as and when Licensee has ordered access to any Third-Party Services;

- iv. API Terms, as published on www.scribe.com/API-Terms - it being understood and accepted by Licensee that the terms and conditions of which shall apply as and when Licensee has ordered access to any Scribe API.

In the event of any inconsistency between the documents referred to above, precedence shall be given in the order in which they are mentioned.