

END USER LICENSE AGREEMENT TELEPO

This End User License Agreement (the “**Agreement**”) describes your legal rights and responsibilities when installing and using the TELEPO mobile or desktop application together with any related software and all copies, modifications, updates, upgrades, firmware, enhancements, and new releases of the software (the “**Software**”) as well as the end user reference and operating manuals relating to the Software (the “**Documentation**”) as provided by Telepo AB (“**Telepo**”, “**we**” or “**us**”), and its suppliers. The Software is provided to you, as an authorized user on an organization account controlled by your employer or another third party (the “**Organization**”), that has invited you to use the Software (“**Authorized User**” or “**You**”).

The Organization that has invited You to use the Software has entered into a separate agreement with a service provider (hereinafter “**Service Provider**”) and the Service Provider, in turn, has entered into a separate agreement with us which allows for Service Provider to offer the use of the Software to its customers.

CAREFULLY READ THE FOLLOWING AGREEMENT. INSTALLATION AND USE OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT PROMPTLY REMOVE THE SOFTWARE AND ALL COPIES FROM YOUR DEVICE. LAWFUL USE OF THE SOFTWARE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1 Grant of License

1.1 License. Upon the Organization’s payment(s) of the applicable license fee or reoccurring fees of the Software, Telepo grants to You a non-exclusive, non-transferable license to use the Software and Documentation solely for the following purposes:

1.1.1 if for client install:

- (i) to install and use the Software on either a desktop or laptop computer, including a workstation terminal;
- (ii) to make one copy of the Software for back-up purposes;
- (iii) to make a reasonable number of copies of the Documentation for Your personal use; and
- (iv) only in connection with Telepo or authorized third-party products;
OR/AND

1.1.2 if for mobile install:

- (i) to install and use the Software on a single supported mobile device for which a license(s) has/have been paid for (if required);
- (ii) You represent and warrant that (1) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a 'terrorist-supporting' country, and (2) neither You nor any user is listed on any U.S. Government list of prohibited or restricted parties; and
- (iii) for Apple App Store download: (1) You agree to use the Software (“Licensed Application”) on any Apple-branded products that You own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service; (2) You acknowledge that Apple has no obligation to furnish any maintenance or support services with respect to the Licensed Application; (3) in the event of any failure of the Licensed Application to conform to any applicable Telepo warranty,; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application; (4) You must not be in violation of Your wireless data service agreement when using the Software;

and (5) You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement and will have the right to enforce this Agreement against You as a third party beneficiary thereof;

OR/AND

1.1.3 *if for cloud/hosted applications and/or services*: to access and use the Software in accordance with the terms of Your order, which may be set forth on additional documentation, for example, Terms of Service, Service Order, Purchase Order, etc.

1.2 Access and use of the Software. Only the Organization and those employees, or other persons who are authorized by the Organization to use the Software, and who have been given login credentials under a valid Software license may access and use the Software.

1.3 Permitted use. You shall not, and shall not permit any other person to, access or use the Software except as expressly permitted by the Agreement and, in the case of third-party materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, You agree:

- (i) to only access or use the Software using Your own then valid login credentials;
- (ii) to comply with all applicable laws, regulations and public orders in connection with use of the Software;
- (iii) to keep all login credentials, security methods and other information provided by Telepo to access the Software confidential and secure, and to promptly notify us in the event an unauthorised person has accessed the Software or any information in it;
- (iv) not to access the Software other than through interfaces provided by Telepo and as otherwise expressly authorized under the Agreement;
- (v) not to input, upload, transmit or otherwise provide to or through the Software, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
- (vi) not to bypass or breach any security device or protection used by the Software; or
- (vii) not to damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software.

1.4 Restricted use. Except as expressly permitted in this Agreement, and/or to the extent that Telepo is not legally able to restrict You under the applicable law or third party license and then with notice to Telepo, You will not Yourself or allow anyone else to:

- (i) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework of the Software;
- (ii) translate, modify, or create any derivative work of the Software or Documentation;
- (iii) disclose, publish, sublicense, lend, rent, or lease the Software or Documentation;
- (iv) copy the Software onto any public or distributed network;
- (v) use the Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; or
- (vi) copy or reproduce the Software or Documentation.

1.5 Termination of license. This license will terminate automatically: (a) if You use or permit the use of the Software or Documentation in any manner not permitted by this Agreement; (b) if a bankruptcy or insolvency proceeding is filed by or against the Organization or the Service Provider; (c) the Organization or the Service Provider makes an assignment for the benefit of creditors; (d) an event or proceeding analogous to those set out at paragraphs (b) and (c) above occurs or takes place in any jurisdiction; (e) payment of license fees, including any agreed-upon reoccurring fees, are not

timely paid; or (f) if for cloud/hosted applications and/or services, upon expiration of the time-based term.

- 1.6 Effects of termination.** Upon termination, You will immediately, as directed by Telepo, either return the Software and Documentation and all copies You have made, including without limitation modifications and merged portions in any form, to Telepo or uninstall locally installed Software and delete or destroy any Documentation and upon request, certify such measures in writing to Telepo upon request.

2 Proprietary Rights

- 2.1 Ownership.** The Software and Documentation comprises valuable patent, copyright, trade secret, trademark, mask work and other proprietary rights of Telepo and its suppliers. Telepo and its suppliers reserve all such rights. No title to or ownership of the Software or Documentation or any right therein other than expressly set out herein is transferred to You. You will not infringe any proprietary right of Telepo or its suppliers and will take appropriate steps for the protection of such rights. You will not remove, obscure or alter any notice of patent, copyright, mask work, trademark, trade secret or other proprietary rights relating to or appearing anywhere on any of the Software or Documentation, irrespective of whether any of the foregoing is registered or unregistered. You must reproduce all copyright notices on any copy of the Software and Documentation.
- 2.2 Confidentiality.** You shall hold the Software and Documentation in confidence and protect them from disclosure to persons other than employees or other authorized representatives of the Organization to whom disclosure is required on a "need to know basis". Your confidentiality obligations do not extend to any information relating to the Software or Documentation which is now available to the general public or becomes so available by reason of any acts or omissions not attributable to You.

3 Open Source Software

- 3.1 Open Source Software.** The Software may include open source software that is provided or downloaded with the Software, (which may also be identified in one or more of the installed software directory, through a url link, on the software kit, Documentation or applicable website of Telepo) and any and all copies, modifications, upgrades, enhancements, and new releases made or acquired by You ("Open Source Software"). Open Source Software is licenced to You under the applicable open source license, and is not subject to the licensing terms of the Software.
- 3.2 Redistribution and modification.** Open Source Software is free software. You can redistribute it and/or modify it under the terms of the respective open source license.

4 Data Collection

- 4.1 Anonymous data.** Telepo may collect non-personal data from Your use of the Software and You hereby agree to the collection. The collection of non-personal data is for Telepo's internal purposes only and will be used for quality improvement of the Software. The collected data will not be disclosed or shared with any third parties, except in cases where Telepo has engaged the services of third parties for the purpose of improvement of the Software or development of new software, and Telepo agrees to include confidentiality provisions for the protection of the collected data.
- 4.2 Personal data.** Telepo does not collect any personal data about You for its own purposes. Telepo acts as a data processor regarding the personal data You provide to us in connection with Your use of the Software, which means that Telepo's processing of Your personal data is performed in accordance

with the instructions provided by the Organization or Service Provider which is the data controller of the personal data you provide when using the Software.

5 Intellectual Property Rights Indemnification

- 5.1 Indemnification.** Subject to Section 5.2 and 5.3 of this Agreement, in the event of a third party claim or action filed against You based solely on Your use of the Software and/or Documentation in strict adherence to the terms of this Agreement, to the extent that it based on a claim that the Software infringes a valid United States, Canadian or European intellectual property right, Telepo may at its sole option and without further obligation to You either (a) obtain the right for You to continue using the Software and/or Documentation, (b) replace or modify the Software and/or Documentation so that it becomes non-infringing, or (c) if such remedies are not reasonably available, to require return or installing of the Software and/or return or deletion of the Documentation including all copies thereof.
- 5.2 Limitations.** Notwithstanding anything to the contrary contained in the Agreement and to the fullest extent permitted by applicable law, neither Telepo (including its affiliates, subsidiaries and related companies, and their respective officers, directors, employees and agents) nor any of its suppliers makes any warranty of non- infringement or otherwise, and Telepo and its suppliers will have no obligation to defend or indemnify You for any claims, demands, losses, damages, legal costs or expenses made against or incurred by You for infringement of any third party patent, with respect to Your use of the Software and any associated services.
- 5.3 Third party licenses.** Telepo will not be responsible for determining whether You require a license to any third party patents, or obtaining any such license on Your behalf, or paying any fees relating to any such license.
- 5.4** THIS SECTION 5 STATES THE ENTIRE LIABILITY OF EITHER YOU OR TELEPO (AND ITS SUPPLIERS) FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS COVERED UNDER THIS AGREEMENT.

6 Limited Warranties

- 6.1 Your Responsibilities.** You assume full responsibility for the selection of the Software to achieve Your intended purposes, for the proper installation and use of the Software and for verifying the results obtained from use of the Software.
- 6.2 No Warranties.** To the full extent permitted by law, Telepo and its suppliers expressly disclaim all other warranties, terms and conditions, whether oral or written, express or implied, including warranties or conditions of merchantability, quality, fitness for a particular purpose, title, or non-infringement and this is so acknowledged by You.
- 6.3 Hazardous Environments.** The Software is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems in which the failure of the Software could lead directly to death, personal injury, severe physical or environmental damage.
- 6.4 Mandatory Law.** Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trade or other consumer legislation may not be modified or excluded.
- 6.5 Unauthorized Intrusion.** Telepo does not warrant or represent that the Software is immune from fraudulent or unauthorised intrusion or use (including its use to interconnect to long distance networks, computer virus and/or other malicious code of whatever nature). The Software has risks inherent to all software applications and, as such to the extent permitted by law or Telepo's

contractual obligations, Telepo disclaims and will not be liable for any loss, damage, injury or non-performance, cost or expense directly or indirectly occasioned thereby.

- 6.6 Emergency Service.** You are advised that the operation of E-911 or E-112, its equivalent or other emergency service, requires accurate information contained in the service database, which the Service Provider is solely responsible for creating and managing.

7 Limitations of Liability

- 7.1 Limitation of Liability.** In no event will Telepo or its suppliers be liable to You for any loss of data, loss of profits or savings, loss of business, loss of reputation or goodwill or any economic loss or indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with your license, use or inability to use the Software, Documentation, or the breach of any express or implied warranty or condition in connection with the Software, Documentation, and this Agreement even if Telepo or its suppliers have been advised of the possibility of such damages and regardless of the nature of the cause of action or theory asserted regarding such damages.

- 7.2 Derogations.** Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances involving certain types of customer classes, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

- 7.3 Total Liability.** In no event shall Telepo's total aggregate liability, direct or indirect, arising from or in connection with the Software, Documentation, or this Agreement exceed 100 EUR, regardless of the basis of the claim for which such liability arises from.

8 Allocation of Risk

Provisions of this Agreement such as the warranty limitations, exclusive remedies, and limitations of liability are unrelated, independent allocations of risks between You and Telepo. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. The fees paid by the Organization for the Software reflects the allocations of risk contained in this Agreement.

9 Export Controls

You agree to comply fully with all relevant export laws and regulations of Canada, United States, and Europe and any other applicable export laws and regulations to ensure that the Software is not exported directly, or indirectly, in violation of such laws.

10 Entire Agreement, Governing Law and Venue

- 10.1 Entire Agreement.** You agree that this Agreement is the complete, final and exclusive statement of the agreement between You and Telepo and supersedes any proposal or prior agreement or any other communications relating to the use of the Software or any of the Documentation.

- 10.2 Changes.** No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties.

- 10.3 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Sweden, exclusive of its conflict of laws provisions.

11 Company Information

Telepo AB
Org.nr: 556890-1747
Lumaparksvägen 9
120 31 Stockholm, Sweden
