

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE OF AGREEMENT AND ORDER OF INTERPRETATION

1.1 These Vionlabs General Terms and Conditions (the “**GTC**”) govern Vionlabs’ provision and Customer’s use of the Vionlabs Service and Processing Software if provided, as ordered and specified in any separate Order Form. These GTC, together with any applicable terms and conditions set forth in the relevant Order Form, including any Schedule thereto (including but not limited to the Definitions Table), shall be considered the “**Agreement**.”

1.2 In case of any conflict or inconsistency between these GTC and any Order Form, these GTC shall prevail.

### 2. GRANT OF RIGHTS TO THE SERVICE AND SOFTWARE

2.1 Subject to the terms of this Agreement, Customer is hereby granted a non-exclusive, limited license to access and use the Ordered Service within Customer’s business in the Territory during the Term (as set forth in the relevant Order Form). The license granted herein shall be non-sublicensable and non-transferrable, save that Customer may enable Authorized Users of any Affiliate or Customer’s to access and use the Ordered Service, provided that Customer shall be fully liable for such Affiliate’s and its Authorized Users’ use of the Service.

2.2 Notwithstanding the above, Vionlabs’ obligation to provide the Service to Customer, and Customer’s right to use the Service ordered as set forth in Section 2.1 is conditional upon Customer’s fulfilment at all times of its obligations under the Agreement, including the timely payment of any applicable Service Fees due hereunder.

2.3 If Customer, pursuant to the relevant Order Form, will get Processing Software installed on its premises, Customer is hereby granted a non-exclusive, limited

and royalty-free license to use the Processing Software within Customer’s business in the Territory and during the Term, solely for the purpose of using the Ordered Service as anticipated herein.

### 3. VIONLABS’ OBLIGATIONS

3.1 Vionlabs will:

- (a) make the Ordered Service and the Processing Software, as applicable, available to Customer pursuant to this Agreement;
- (b) make the Ordered Service available materially in accordance with the Service Specification; and
- (c) ensure that the Ordered Service is in accordance with applicable laws and government regulations (subject to the Service being used according to the Agreement and the applicable User guides).
- (d) perform any agreed Professional Services in a professional manner using qualified and competent personnel and adequate resources.

3.2 Notwithstanding what is set forth in Section 3.1, Vionlabs reserves the right to, at the sole discretion of Vionlabs, amend the Service at any time, always provided that the functionality offered via the Service is not materially decreased or that such change is otherwise reasonably to the detriment of Customer.

### 4. CUSTOMER OBLIGATIONS

4.1 Customer undertakes to continuously during the Term:

- (a) be responsible and liable for all Authorized Users’ compliance with this Agreement,
- (b) be responsible for the legality of all Customer Content and the means by which Customer acquired Customer Content,
- (c) use the Service and the Software only in accordance with this

Agreement, Vionlabs' User guides and applicable laws and government regulations,

- (d) prevent unauthorized access to or use of the Service/Software and notify Vionlabs promptly of any such unauthorized use,
- (e) not make the Service or Software available to anyone other than the Authorized Users in accordance with this Agreement and the applicable Order Form, lease, sublicense, rent, distribute the Service or use the Service to the benefit of others,
- (f) not use the Service or Software to store or transmit Malicious Code,
- (g) not reverse engineer the Service/Software or use it to access Vionlabs' Intellectual Property (save for as permitted under the Agreement or mandatory law), and
- (h) provide Vionlabs with the Titles, Related Content and Video Files, as required for Vionlabs to provide the Service, in the technical format reasonably designated by Vionlabs. Where mutually agreed between the Parties, Vionlabs may access Video Files, if any, in Customer's environment through accessing Customer's API as provided by Customer.

4.2 Customer shall appoint a Contact Person, with the agreed level of competence, who shall be responsible for, amongst other things, managing the contacts with Vionlabs.

## 5. RESTRICTION TO ACCESS THE SERVICE

5.1 In the event the provision of the Service causes damage or risk of damage for Vionlabs or its customers, e.g. in the event of a denial of service-attack or introduction of Malicious Code, Vionlabs shall be free to (without any obligation to compensate Customer) restrict Customer's access to the Service. Vionlabs

will notify the Contact Person promptly of any such restrictions and shall only undertake the measures as justified by the circumstances in each case.

## 6. THIRD-PARTY PRODUCTS AND SERVICES

6.1 To use the Service, Customer might be dependent of Third-Party Products.

6.2 Customer acknowledges and accepts that Vionlabs does not warrant the availability or functionality of such Third-Party Products and assumes no liability for the suitability of Third-Party Products for the purposes of accessing and using the Service.

6.3 The functionality of the Service is dependent on that Customer has an adequate internet connection and it is the sole responsibility of Customer to ensure it holds proper internet connection for the proper functionality of the Service.

6.4 Vionlabs may however from time to time, without any liability whatsoever, recommend Third-Party Products and services which Vionlabs deems suitable to be used in connection with the Service.

## 7. SERVICE MAINTENANCE

7.1 Vionlabs will make reasonable efforts to keep the Ordered Service, and the Processing Software, as applicable, available and operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Vionlabs reserves the right to, periodically and at any time, modify or discontinue, temporarily or permanently, functions and features of the Service, without liability to Customer. If possible, implementation of updates is carried out between 7 pm – 6 am on weekdays and during weekends.

## 8. SERVICE FEES AND PAYMENT

8.1 Throughout the Term of this Agreement, in consideration of Vionlabs' provision of the Ordered Service, Customer will pay the agreed Service Fees in accordance with the applicable Order Form and price

list. Paid Service Fees are non-refundable.

8.2 The Service Fee is based on the actual Licensed and/or Processed Data Volume used by Customer.

8.3 All Service Fees and Professional Services fees, as applicable, shall be invoiced by Vionlabs monthly in arrears with payment terms thirty (30) days from the date of the invoice. Invoiced Service Fees will be accompanied by a statement of accounting setting forth the Processed Data Volume used by Customer over the preceding calendar month.

8.4 In the event of late payment, Vionlabs may charge late interest in accordance with the Swedish Interest Act. Vionlabs shall, upon written notice to Customer, be entitled to discontinue Customer's provision of the Service until any outstanding amounts have been paid in full.

8.5 All fees and charges are in this Agreement stated exclusive of VAT, taxes or other duties, which, if applicable, shall be paid by Customer.

## 9. AUDIT

9.1 Vionlabs shall have the right, upon reasonable written notice and during reasonable business hours, to have an outside auditing firm audit Customer's and its Affiliates' books and records as necessary to verify Customer's/its Affiliates' reporting under and compliance with this Agreement, twice per year during the Term and for a two-year period after the termination or expiration thereof; provided, that such auditing firm shall agree in writing to keep all such information obtained in such examination confidential (but may share such information with authorized representatives of Vionlabs) and use such information solely for the purpose of verifying the accuracy of Customer's reporting and compliance under this Agreement.

## 10. SERVICE AVAILABILITY

10.1 Where explicitly agreed in the relevant Order Form, subject to the restrictions set forth in this Section 10, Vionlabs warrants that the Ordered Service will meet the service availability levels set forth in the Order Form.

10.2 Eligibility to credits is subject to Customer not having any undisputed outstanding balances due or in any other way being in breach of this Agreement.

10.3 Vionlabs shall not be liable for failure to meet the specified service availability due to (i) circumstances beyond Vionlabs' reasonable control, such as a security threat, virus alert, Service attack, situations related to terrorist attacks, power or internet failures or other interruptions related to third parties; (ii) disruptions or defects in any Third-Party Products or disruptions in Customer's internet connection or connection to intermediate backbone networks; or (iii) other circumstances caused by or under the control of Customer or any third party providing products or services to Customer.

10.4 Where Customer is eligible for any service credits due to Vionlabs' failure to meet any agreed service availability levels hereunder, such service credits shall be Customer's sole and exclusive remedy in relation to such failure by Vionlabs.

## 11. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

11.1 Subject to the limited rights granted hereunder, all right and title, including any Intellectual Property rights, in and to the Software and the Service, as well as possible modifications, developments, upgrades and updates thereof, shall remain the exclusive property of Vionlabs, and nothing in this Agreement shall be deemed to constitute an assignment of such rights by Vionlabs.

11.2 Further, all right and title, including any Intellectual Property rights, in and to the Fingerprint Data shall remain the

exclusive property of Vionlabs. In the event that the Customer is invoiced solely based on the Process Data Volume used by the Customer, the Customer shall also be entitled to perpetual rights over the Fingerprint Data generated for the Customer Content. It is explicitly noted that apart from the aforementioned customer scenario delineated herein, nothing in this Agreement shall be deemed to constitute an assignment of such rights by Vionlabs. For the avoidance of doubt, in respect of stored Fingerprint Data derived from Customer Content, Vionlabs shall have the right to use such data during the Term of this Agreement and at any time thereafter.

11.3 Subject to the limited rights granted to Vionlabs under Section 11.4 below, all Intellectual Property rights in and to the Customer Content shall remain the exclusive property of Customer or its licensors.

11.4 Customer grants to Vionlabs a non-exclusive, revocable, non-sub licensable, non-transferable license to access the Customer Content and process it only as required to provide the Service to Customer and render Fingerprints Data, time codes and frame level data and create derivatives of Content Data for the purpose of providing the Service.

## 12. SUBCONTRACTORS

12.1 Vionlabs may engage sub-contractors to provide parts or all of the Service. Vionlabs shall however remain liable for any sub-contractor's work as for its own.

## 13. WARRANTIES

13.1 Each Party warrants to the other Party that it has the power and authority to enter into this Agreement, to grant the licenses contained herein, and to otherwise perform its obligations hereunder. In no event shall either Party make any representation, guarantee or warranty concerning the other Party's software, applications or services provided hereunder.

13.2 Vionlabs warrants that the ordered Service will perform materially in accordance with the Service Specification and Vionlabs will not materially decrease the overall functionality or security of the Service. Further, as applicable, subject to Section 10 above, Vionlabs warrants that the ordered Service will meet any agreed service availability levels set out in the relevant Order Form.

13.3 Except as expressly provided herein, Vionlabs makes no warranty of any kind whether express, implied statutory or otherwise and Customer hereby, to the maximum extent permitted by applicable law, disclaims all implied warranties such as implied warranties for fitness for a particular purpose, merchantability, non-infringement, and the Service being free from errors and bugs.

13.4 Notwithstanding the above, any Service provided on test or proof of concept basis is provided "as is" and without warranty of any kind and Vionlabs disclaims all liability and indemnification obligations for any harm, damages or other liability caused by any third-party hosting provider.

13.5 Customer represents and warrants that Customer is entitled to license to Vionlabs all relevant Intellectual Property rights in and to the Customer Content for the purpose of providing the Service, and that it holds all licenses and/or other permissions necessary to all rights and consents granted in this Agreement, and that Vionlabs' use of the Customer Content for the purpose of providing the Service hereunder shall not infringe any Intellectual Property rights of any third party.

## 14. PROCESSING OF PERSONAL DATA

14.1 In connection with the provision of the Service, Vionlabs will not process any personal data for which Customer is responsible. However, in the unlikely event Vionlabs will process personal data for which Customer is responsible, the Parties shall enter into a data processor agreement setting forth the terms under

which such processing of personal data may occur.

14.2 For the avoidance of doubt, the respective Parties are and will remain solely responsible for complying with their respective obligations, as a personal data controller or as a personal data processor, as the case may be, under applicable data protection laws and regulations governing the relevant data.

## **15. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

15.1 Vionlabs undertakes to defend Customer where claims are made or actions are brought against Customer for infringement of any third party's intellectual property rights as a consequence of Customer's use of the Service and/or the Processing Software in the Territory, provided that such use has been in accordance with this Agreement and Vionlab's instructions, and to indemnify Customer from any cost or damages which Customer may be obligated to pay in accordance with a judgment, arbitral award or settlement. Vionlabs' undertaking shall only apply provided that Vionlabs, without undue delay, is notified by Customer in writing of the claim or action, and that Vionlabs is given the sole right to control the defence against such action and decide on any agreement or settlement.

15.2 Vionlabs' obligation to indemnify as set out herein only applies provided that Customer (i) has used the Service only in accordance with this Agreement and Vionlabs' instructions; (ii) that the alleged infringement has not been caused by the use of the Service in combination with any other service or software where the infringement would have been avoided but for such combination; and (iii) that

the infringement has not been caused by Customer's own information.

15.3 Any Third-Party Products are subject to the third party's terms and conditions regarding infringement.

15.4 The provisions of this Section 15 shall constitute Vionlabs' sole and exclusive responsibility and Customer's sole remedy in relation to infringements of third-party intellectual property rights.

15.5 Customer shall indemnify Vionlabs against any and all claims, demands, suits or proceeding made or brought against Vionlabs by a third party alleging that any Customer Content or Customer's use of any Service in breach of this Agreement infringes such third party's intellectual property rights or violates applicable law, and will indemnify Vionlabs from any cost or damages which Vionlabs may be obligated to pay in accordance with a judgment, arbitral award or settlement. Customer's undertaking shall only apply provided that Customer, without undue delay, is notified by Vionlabs in writing of the claim or action, and that Customer is given the sole right to control the defence against such action and decide on any agreement or settlement.

## **16. LIMITATION OF LIABILITY**

16.1 Unless expressly provided herein each Party shall be liable for direct losses caused by negligence and the liability of either Party shall be limited to an amount corresponding to the total compensation paid by the Customer during the twelve (12) months immediately preceding the incident causing the loss.

16.2 Neither Party shall be liable for any loss of production, loss of data, loss of business or profit, loss of use, loss of goodwill, the obligation to compensate a third-party or any indirect or damages.

16.3 The above limitations shall not apply in the event of any loss which is caused by a Party's gross negligence, intentional breach, in case of or breach of the confidentiality undertaking of Section 17

(Confidentiality) below or in relation to liabilities to third parties pursuant to Section 15 above (*Infringement of Intellectual Property Rights*).

## **17. CONFIDENTIALITY**

- 17.1 Each Party undertakes not to disclose to any third party without the consent of the other Party any information received from the other Party, including its business, which can reasonably be deemed to be of a confidential nature, including trade secrets and information which is covered by any statutory duty of secrecy. Information stated by one of the Parties to be confidential shall always be deemed to constitute confidential information.
- 17.2 The Parties' confidentiality obligations under this section shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate:
- (a) is already known when received,
  - (b) is or has become public knowledge other than through breach of this Agreement,
  - (c) is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure, or
  - (d) is to be made publicly available due to a court order, a decision by a public body or as otherwise required by mandatory law.
- 17.3 Each Party agrees to impose on its employees and consultants, in an appropriate manner, the above obligations of confidentiality in this section. The Parties shall ensure that any subcontractors engaged, together with any of their employees involved in the assignment, sign a confidentiality undertaking containing equivalent provisions to the benefit of the other party.
- 17.4 The Parties' obligations under this section shall be valid during the Term of this Agreement and continue for a period of

two (2) years after expiration or termination of the Agreement, regardless of the reason therefor.

## **18. MARKETING & PR ACTIVITIES**

- 18.1 Subject to the Customer's written approval, Vionlabs is authorized to use the Customer's brand, name and logo in marketing materials, customer testimonials, press releases, and on Vionlabs' website for the purpose of promoting the Service and Customer as a client of Vionlabs. Upon mutual agreement of the content, Vionlabs, the Customer and any Vionlabs reseller, as applicable, will publish and distribute a joint press release announcing the use of the Service.

## **19. TERM AND TERMINATION**

- 19.1 The term of this Agreement will commence on the Effective Date and will continue until the expiry of the Term, as set out in the Order Form, unless terminated before in accordance with this Agreement.
- 19.2 Either Party may upon written notice to the other Party terminate this Agreement with immediate effect if:
- (a) the other Party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof, or
  - (b) the other Party is wound up or if a trustee in bankruptcy or insolvency, liquidator, receiver, or manager on behalf of a creditor is appointed or if circumstances arise which would entitle the court or a creditor to make a winding-up order, or if it otherwise is likely that the other Party is insolvent.
- 19.3 Upon the termination of this Agreement, all rights and licenses granted, and services provided by either Party to the other Party hereunder shall automatically cease and Customer shall return or

destroy all copies of the Processing Software, as applicable, as instructed by Vionlabs.

19.4 Upon the other Party's written request, following termination of this Agreement, each Party shall return to the disclosing party all copies of all confidential information and all copies of all documents containing confidential information, or shall destroy or erase all copies of all such confidential information and documents in a manner that is verifiable by the disclosing party; provided, however, that a Party may retain copies for archival purposes subject to ongoing confidentiality requirements.

19.5 Provisions which by their nature extend beyond the expiration or termination of this Agreement shall continue to be in force until fulfilled or no longer relevant due to their nature. Such provisions shall include, but not be limited to, section 17 (*Confidentiality*).

## 20. NOTICES

20.1 Any notice or other communication given under this Agreement shall be in writing and shall be served by delivering it personally or sending it by courier or email to the address and for the attention of the relevant party set out in the applicable Order Form. Any alteration to such details shall be notified to the other Parties in accordance with this article but shall not take effect until two (2) working days after the notice of the alteration has been given.

20.2 Unless there is evidence of earlier delivery, a notice or other communication shall be deemed given:

- (a) if delivered personally, when left at the address referred to in the Order Form,
- (b) if sent by courier, when received at the address referred to in the Order Form, and
- (c) if sent by email, when confirmed received by responding email back to the sender.

## 21. FORCE MAJEURE

21.1 If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed due to circumstances beyond the reasonable control of such Party such as, lightning, labour disputes, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of his sub-suppliers due to the circumstances here stipulated (each, a "**Force Majeure Event**"), then the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature thereof. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Events.

21.2 Should an event of Force Majeure continue for more than three (3) months, each Party shall have the right to terminate the Agreement or part thereof.

## 22. GOVERNING LAW AND DISPUTES

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

22.2 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 Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC Institute**"). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account

the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

## **23. MISCELLANEOUS**

- 23.1 The failure of either Party hereto to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce each and every provision.
- 23.2 If any of the provisions, or portions thereof, of this Agreement are found to be invalid or unenforceable under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.
- 23.3 The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labour costs and expenses arising in connection therewith. Neither Party nor its agents or employees are the representatives of the

other Party for any purpose, and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

- 23.4 This Agreement (including any schedules, attachments and/or addenda, if any) represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and/or contemporaneous agreements or understandings between the Parties, whether oral or written, as to the subject matter of this Agreement.
- 23.5 Unless this Agreement stipulates otherwise, none of the Parties shall have the right to transfer or, assign or sublicense its rights and obligations under this Agreement without the prior written consent of the other Party.
- 23.6 No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.
- 23.7 Notwithstanding what is stated in section 23.6 above, Vionlabs may, from time to time, change these General Terms and Conditions. Customer will be notified at least thirty (30) days before such changes will apply to Customer.

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