

END USER LICENSE AGREEMENT

This end user license agreement constitutes a binding legal agreement (the **“Agreement”**) between you (**“You”** or the **“Customer”**), and GraphN AB, a Swedish limited liability company with corporate registration number 559250-6090, having its registered address at Villagatan 18, 114 32 Stockholm, Sweden (**“We”**, **“Us”**, or the **“Company”**).

This Agreement shall be deemed executed and binding upon the Parties upon Your acceptance of this Agreement or installation or use (whichever is earlier) of the Software, as defined below, (the **“Effective Date”**) which installation or use shall also constitute Your approval of this Agreement.

The Company and the Customer are hereinafter individually also referred to as a **“Party”** and jointly the **“Parties”**.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“Affiliate” means, in relation to a Party: (i) an organization, which directly or indirectly controls a Party; (ii) an organization, which is directly or indirectly controlled by a Party; or (iii) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a Party. **“Control”** as per (i) to (iii) above is defined as owning more than fifty percent of the voting stock of a company or otherwise having the power to govern the financial and the operating policies or to appoint the management of an organization.

“Consumer” means a Customer that is an individual physical person accessing the Software for purposes outside of that individual’s trade, business, craft or profession, provided that such individual is not making any commercial use of the Software (meaning for no direct or indirect income-generating purposes).

“Content” means graphs and tools (as defined in the Software) that the User generates from his or her use of the Software or that the User uploads or otherwise contributes to the Software independently of the Company. Content does not include the Software.

“Documentation” means any user manuals, technical documents, tutorials and instructions, including description of subscription and services, that are provided by the Company to the Customer in connection with the Software and otherwise made available by the Company to Users of the Software.

“Intellectual Property Rights” means any patents, utility models, mask works, service marks, designs, logotypes, copyrights (including in Software and neighbouring rights), database rights, trademarks, topography rights, trade and business names, domain names, trade secrets, rights associated with work of authorship, algorithms, know-how, confidential information and any other similar property in any jurisdiction, whether registered or unregistered, and including applications for registration thereof and extension of the terms of any such rights (including supplementary protection certificates), applications, application

rights, registrations, renewals, extensions, combinations, divisions or re-issues for any of the foregoing property and rights, and similar or analogous rights in any part of the world.

“Publicly Available Software” means any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL); (ii) the Artistic License (e.g., PERL); (iii) the Mozilla Public License; (iv) the Netscape Public License; (v) the Sun Community Source License (SCSL); (vi) the Sun Industry Source License (SISL); and (vii) the Apache Software license.

“Software” means the commercially available version of the proprietary visual programming software GraphN©, including the tools library available in GraphN©.

“User” means any end-user of the Software, regardless of it being an employee, consultant or other representative of the Customer, or a Customer that is a Consumer.

2 LICENSE AND TERMS OF USE

- 2.1 Subject to this Agreement and provided that the Customer has duly paid any applicable fees, the Customer is hereby granted a non-exclusive, non-transferable, non-licensable, non-assignable, revocable, personal and time-limited license to install and use the Software in compliance with this Agreement and any Documentation, for the Customer’s own use by a single User (the **“License”**). The license is effective under the subscription period as indicated under the purchasing terms or until terminated.
- 2.2 For each copy and User of the Software, the Customer must hold one (1) valid License.
- 2.3 The License includes the right to use applicable Documentation in connection with and for purposes of the Customer’s use of the Software.
- 2.4 It is acknowledged that the Software may include Publicly Available Software, and it is agreed that for any parts of the Software to which such Publicly Available Software applies, the terms and conditions of such Publicly Available Software shall apply in lieu of this Agreement. A list of applicable Publicly Available Software and their governing licenses from time to time is available at www.polygonflow.io/thirdpartylicenses/. It is acknowledged that the terms of such governing licenses may be changed by the relevant rights-owner at any time. It is explicitly acknowledged and agreed that any such change of terms shall be without liability for the Company towards the Customer.
- 2.5 Subject to mandatory law, the Customer undertakes not to reverse engineer, disassemble or decompile, or attempt to discover or recreate the source code of the Software or engage in or permit any use, sublicensing, distribution or other such activity in relation to the Software not permitted by Us.

3 GENERAL RESTRICTIONS APPLICABLE TO THE SOFTWARE

- 3.1 The Customer undertakes to ensure that it/him/her and any of its authorized employees, consultants or other representatives who have access to or use the Software, acknowledge and undertake to abide by any terms of use, terms of service or other terms or instructions that apply to the Software or its use, including the terms of this Agreement.
- 3.2 Unless otherwise agreed in writing between the Parties, the Customer undertakes to:
- a) ensure that only its duly authorized employees, consultants or other representatives have access to the Software; and
 - b) comply with all applicable laws and regulations, and obtain and maintain all necessary regulatory licenses, consents and permissions required for the use of the Software.

4 OUR UNDERTAKINGS

We shall, unless otherwise agreed to in writing with the Customer:

- a) make the Software available to the Customer for installation and use, (however that We are not responsible for the installation of the Software, unless otherwise agreed in writing); and
- b) be responsible for any act or omission by any of our subcontractors, agents or representatives.

5 FEES AND PAYMENT

- 5.1 This Section 5 will apply to your payment of License fees unless payment conditions are set out in third party terms and conditions made available by our reseller(s) or payment service providers in connection with your purchase ("**Reseller Terms**"), in which case such Reseller Terms shall prevail. The Customer shall pay applicable License fees for use of the Software, as specified in the Agreement, any defined price schedule provided by the Company or, where applicable, in the Reseller Terms. In case no compensation is established under the Agreement, separate price schedule or Reseller Terms, the Customer shall pay Our prices as set forth, from time to time, in Our current price list, as made available on Our website or in the Software.
- 5.2 Applicable License fees are payable monthly in advance, commencing as of the date of the Agreement.
- 5.3 All Our fees and prices are set forth exclusive of VAT and other taxes, duties and charges.
- 5.4 We may change the applicable License fees from time to time. Any such changes shall be communicated to the Customer with reasonable prior notice. Adjusted License fees will become effective at the earliest as of the second calendar month after the adjusted License fee was communicated to the Customer. To the extent permitted by applicable law, the Customer shall be deemed to have accepted any adjusted License Fee by continuing to use the Software after the adjusted License Fee has taken effect. Should the Customer object to any adjusted License Fee, the Customer shall be entitled to terminate

the License hereunder, provided such termination notice is served before the adjusted License Fee comes into effect.

6 MAINTENANCE AND UPGRADES

- 6.1 We will provide general maintenance for the functionality of the Software through upgrades and releases that may include rectification of features, disabling faults or errors in the Software. A disabling fault or error is defined as a fault or error causing the Software to behave in a way it was not designed to do. We own the right to define what constitutes a disabling fault or error and to classify the severity of the fault or error.
- 6.2 General maintenance is included in the License fee.
- 6.3 You shall cooperate with Us to enable the maintenance services to be delivered by Us in the manner agreed and You shall upon request and without delay provide Us or our partners with any data and documentation that We from time to time may require in order to provide maintenance, as well as to comply with Our instructions as provided from time to time and to examine and approve such Documentation that may be provided by Us.
- 6.4 Any upgrades or new releases of the Software will be provided to the Customer at Our discretion, but will however be included in the License fee from time to time. For the sake of clarity, the Customer may not object to any such upgrades or releases and undertakes to at all times have the latest available upgrade or release of the Software installed.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Company and its licensors shall retain all right, title and interest in and to the Software and the Documentation (including all Intellectual Property Rights therein), as well as in and to all modifications and improvements to any of the foregoing, regardless of whether the Customer has provided feedback regarding such modifications or improvements. Furthermore, the Company or its Affiliates retain all rights to their proprietary education or training content, and pre-existing materials related to any professional services, processes and methodology. The Company or its Affiliates reserve all rights not expressly granted under this Agreement.
- 7.2 The Customer shall notify the Company as soon as it becomes aware of any illegal or unauthorized use of the Software or any of the Company's or its licensors' Intellectual Property Rights therein or relating thereto. The Customer shall assist the Company (at the Company's expense) in taking any reasonable steps to defend the Company's rights therein.
- 7.3 Any Content specifically pertaining to the Customer or its Users shall remain the exclusive property of the Customer. The Customer is, as between the Parties, solely responsible for the Content. The Customer assumes all risks associated with use of the Content.

8 DATA PROTECTION

- 8.1 All personal data collected by Us are handled in accordance with our [privacy policy](#). You acknowledge and agree that You will provide any employees, consultants or other individuals whose personal data You disclose to Us with

the information on our collection and processing of personal data set out in in our privacy policy.

9 WARRANTIES

- 9.1 You agree that the Software and any information and any services provided by Us under this Agreement are provided on an “as is” and “as available” basis, and any warranty not expressly set out in this Agreement is explicitly excluded.
- 9.2 We represent and warrant that (i) We possess all rights necessary to grant You the rights set forth herein; and that (ii) the Software will perform substantially in accordance with the Documentation. We do however not guarantee or warrant that the Software will perform error-free or be uninterrupted or that We will correct all errors.
- 9.3 You shall notify Us of any defect in the Software the latest within 30 days from when You discovered or ought to have discovered the defect. In connection with such notification, You shall at your own expense send any necessary material to Us, or to any third party designated by Us, for the defect to be examined.
- 9.4 For any breach of the above warranties, Your exclusive remedy and Our entire liability shall be limited to one or more of the following, at Our sole choosing and discretion: (i) correction of the fault or error in cause to enable Your continued use of the Software, or (ii) terminating this Agreement and the License together with a crediting of a proportionate amount of any License fee paid, corresponding to the fault or error.

10 LIMITATION OF LIABILITY

- 10.1 In no event shall the Company be liable under this Agreement for any indirect, incidental, consequential, special, punitive, or exemplary damages or for any loss of revenue, profits or data.
- 10.2 The Company’s aggregate liability for damages hereunder shall without prejudice to any other limitations hereunder be limited to a maximum amount corresponding to the License fee (excluding VAT) paid by the Customer during the six (6) months immediately preceding the occurrence of the circumstances giving rise to the claim.
- 10.3 The above limitations do not apply in case of the Company’s wilful or grossly negligent breach of the Agreement.
- 10.4 A Party suffering loss or damages shall take any reasonable measures to limit such loss or damage.
- 10.5 In order not to lose its right to pursue a claim, the Customer must present its claim in writing (including the grounds for and any particulars of the claim) to the Company within three (3) months of the occurrence of the circumstances giving rise to the claim.

11 CONFIDENTIALITY

- 11.1 Each Party agrees that any Confidential Information (as hereinafter defined) of the other Party (the “**Disclosing Party**”) will be used by the Party receiving such information (the “**Recipient**”) solely for the purpose of the fulfilment of the

Agreement and the Recipient hereby undertakes to keep any Confidential Information in strict confidence and not to disclose such Confidential Information to any third party unless having obtained prior written approval from the Disclosing Party.

11.2 The term "Confidential Information" shall mean any and all information and data of a confidential, non-public, or proprietary nature relating to the Disclosing Party, or its technology or business, including but not limited to Intellectual Property Rights, trade secrets, research, technical, development, marketing, sales, business, and process information. The term Confidential Information shall include all analyses, compilations and other documents that contain or otherwise reflect or are generated from Confidential Information.

11.3 Confidential Information shall however not include information that:

- c) is or becomes, through no breach of the Recipient's obligations as stated in this Agreement, public knowledge;
- d) information which was in the possession of the Recipient at the time of disclosure;
- e) is independently developed by the Recipient without reference to or use of the materials comprising Confidential Information (as evidenced by written records) after the Effective Date;
- f) information acquired from a third party who has the lawful right to make such disclosure; or
- g) is required to be disclosed by applicable stock exchange regulations, law or in relation to the order or request of a governmental body in accordance with applicable law, provided that the Disclosing Party is informed - to the extent possible and allowed - in advance of such disclosure.

11.4 This Section 11 shall be valid during the term of this Agreement and for a period of five (5) years thereafter.

12 AUDIT RIGHTS

During the Term (as defined below) and for 12 months thereafter, the Company may audit (or have a third party audit on its behalf) the Customer's use of the Software at 10 days' prior written notice. The Customer shall cooperate with the auditor, including by providing access to any books, computers, records or other information that relate or may relate to the Customer's use of the Software. Such audit shall not unreasonably interfere with the Customer's business activities. If the Company discovers unauthorized use of the Software, the Customer shall reimburse the Company for any reasonable costs and expenses incurred by the Company to perform the audit in addition to such other rights and remedies as the Company may have hereunder.

13 TERM AND TERMINATION

13.1 This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated in accordance with this Agreement (the "Term").

- 13.2 We may terminate this Agreement with immediate effect upon written notice, should You (i) attempt to, directly or indirectly, assign or transfer any of the rights granted to, or obligations imposed on, You under this Agreement to any third party without Our prior written authorization, (ii) use the Software in any way or manner other than as explicitly authorized herein, or (iii) is otherwise in breach of any of Your obligations to protect the Intellectual Property Rights contained in the Software.
- 13.3 If the Customer is in delay or in breach of any applicable payment terms, We are entitled to immediately terminate this Agreement, any License and any Users' access to and right of use to the Software.
- 13.4 Upon termination of this Agreement, Your right to access or use the Software immediately terminates and You shall hereupon permanently return to Us (or, to the extent such return is not technically possible, destroy) all copies of the Documentation and any other material provided by Us and relating to the Software, however excluding any and all Content.
- 13.5 If You are Consumer, You understand and agree that by downloading any Software, You are accepting this Agreement, and You agree and concede to waiving Your statutory withdrawal rights (Sw. *ångerrätt*).
- 13.6 Sections 10 (Limitation of liability), 11 (Confidentiality), and 16 (Governing law and disputes) and any obligations which expressly or by implication are intended to come into or continue in force on or after the termination of this Agreement, will survive such termination.

14 FORCE MAJEURE

Performance by the Company of its obligations under this Agreement shall be excused for a period that is reasonable under the circumstances if failure or delay thereof is caused by any unforeseeable events or circumstances beyond the Company's control and which could not have been reasonably foreseen or reasonably circumvented after occurrence, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, terrorism, labour disputes, blockades, pandemics, major accidents or currency restrictions.

15 MISCELLANEOUS

- 15.1 The Company may notify You by email, postal mail or postings within the Software.
- 15.2 The Company may engage subcontractors to perform any undertakings, services or actions under the Agreement. The Company shall be liable as for itself for any acts or omissions of any subcontractor engaged by it and shall be fully responsible for management of such subcontractors.
- 15.3 This Agreement constitutes the entire understanding and agreement by and between the Parties with respect to the subject matter hereof and supersedes any advertisements or public communications or previous understandings or agreements between the Parties, whether written or oral, regarding the same.
- 15.4 The provisions of the Agreement are severable. Should any provision of the Agreement be determined to be invalid or unenforceable under any controlling

body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of the Agreement, provided that the essential purpose of the Agreement is not frustrated.

- 15.5 The failure of either Party to assert a right under the Agreement or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
- 15.6 Neither the Agreement nor any of the rights and obligations arising hereunder may be assigned or transferred by the Customer to any third party (including, without limitation, by operation of law). The Company may assign rights or obligations hereunder, in part or in whole, to any third party by providing written notice hereof to the Customer.

16 GOVERNING LAW AND DISPUTES

- 16.1 This Agreement shall be governed by and construed in accordance with Swedish law with exclusion of its conflict of law rules.
- 16.2 Disputes if you are not a Consumer.
- 16.2.1 Any dispute, controversy or claim arising out of or in connection with the 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").
- 16.2.2 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.
- 16.2.3 The seat of arbitration shall be Stockholm, Sweden.
- 16.3 Disputes if You are a Consumer.
- 16.3.1 You are hereby informed of Your right to file a complaint at www.arn.se with the Swedish National Board for Consumer Disputes ("ARN"). ARN submits recommendations on how disputes should be resolved. ARN's recommendations are not binding.
- 16.3.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be determined by a court of general jurisdiction in Sweden, with the Stockholm District Court as the court of first instance, unless the Customer is entitled by statute, under the laws of a member state of the EU or EEA, to demand that proceedings be governed by a different law and/or be conducted in another forum.
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