

## **SPECOPS SOFTWARE**

### **Software License and SaaS Agreement 2023 (EMEA)**

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**ABOUT SPECOPS** Specops Software is the leading provider of password management and authentication solutions. Specops protects your business data by blocking weak passwords and securing user authentication. Every day thousands of organizations use Specops Software to protect business data. For more information, please visit [specopssoft.com](https://specopssoft.com).

The terms laid out in this software license and SaaS agreement constitute a binding agreement (the “Agreement”) between Specops Software AB (“Specops”) and a licensee and/or customer as specified in the Order Confirmation (collectively the “Customer”) of computer software (the “Software”) and SaaS services (the “Service”) produced and provided by Specops. The Agreement governs the use of the Software and the Services as described below.

Depending on the Software and/or Service purchased and confirmed in the Order Confirmation, different sections of this Agreement may apply. However, unless expressly stated that a certain section will apply solely to either Software or Services, all provisions shall apply to both Software and Services. What is stated in this Agreement shall also apply to any trial versions provided for evaluation purposes, unless otherwise expressly stated.

THE SOFTWARE IS LICENSED, NOT SOLD. ANY USE OF THE SOFTWARE AND/OR SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY INSTALLING, USING OR ACCESSING THE SOFTWARE OR SERVICE THE CUSTOMER AGREES (ON ITS BEHALF AND ON BEHALF OF ALL OF ITS AFFILIATES) TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

## (1) Definitions

For the purpose of this Agreement, the following words shall have the following meaning:

- A. *Affiliates* shall mean, in relation to a party, a company or other entity which (a) is controlled, directly or indirectly, by such party, (b) controls, directly or indirectly, such party or (c) is under common control with such party, where the expressions “is controlled”, “controls” and “is under common control with” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.
- B. *Agreement* shall mean this Software License and SaaS Agreement and the terms and conditions herein, including all Order Confirmations executed hereunder.
- C. *Customer* shall mean the legal entity bound by this Agreement through the use of the Software or the Service produced and provided by Specops.
- D. *License* shall mean a license to utilize the Software granted to the Customer by Specops under the terms and conditions herein.
- E. *Order Confirmation* shall mean a confirmation sent to Customer as a response to a placed order by the Customer (e.g. based on Specops’ quote) specifying the details of the license or evaluation of the Software or subscription of the Service and at time of renewal of such Software or Service as governed by the Agreement.
- F. *Service* shall mean any software as a service (SaaS) as provided by Specops from time to time via its platform and authentication cloud.
- G. *Software* shall mean one or more software programs and components created, distributed, published or otherwise made available by Specops to which Specops holds right and title.

This includes any updates and upgrades to the Software, manuals or other documentation and any and all copies of the Software and its related materials.



H. *Specops* shall mean Specops Software AB and its Affiliates.

Other capitalized words and expressions have in this Agreement the respective meaning ascribed to them elsewhere in this Agreement.

## **(2) Order of Precedence**

In the event of any conflicting terms and conditions between the quote provided by Specops to Customer, the Order Confirmation and this Agreement, the terms and conditions of the Order Confirmation and quote shall prevail in said order over the terms and conditions of this Agreement.

## **(3) Title and Ownership**

The Software and Service are protected by intellectual property and copyright law. Except for the rights expressly granted herein, the Customer shall have no right, title or interest in the Software or Service, including any intellectual property rights. Specops retains sole and exclusive title to all parts of the Software and Service. The Customer hereby assigns to Specops all right, title and interest in any improvements or modifications it makes to the Software and the Service, whether or not such modifications are permitted. Upon termination of this Agreement for any reason, the Customer shall cease to have any rights of any kind to retain or use the Software and Service in any way. All logotypes, trademarks and other content in the Software and Service are protected by copyright law, and belong to Specops or its licensors.

## **(4) Grant of License and Use**

Subject to the terms and conditions in this Agreement and the limitations detailed in the Order Confirmation, Specops grants the Customer a limited (unless perpetual license apply), revocable, non-exclusive, non-assignable and non-transferable License and/or right to utilize the Software and Service for the duration of the term of this Agreement in exchange for the timely payment of the agreed license and subscription fees.

## **(5) General Limitations of Use**

The Customer shall not, or cause or permit any third party to:

- A. Install or use more than the permitted number of licenses of the Software as specified in the Order Confirmation.
- B. Modify, reverse engineer, decompile or disassemble the Software and Service.

Without prior written permission from Specops the Customer shall not, or cause or permit any third party to:

- C. Create derivative works based on the Software or Service.
- D. Sell, assign, sublicense or transfer any rights in the Software and Service.



- E. Offer, use or provide access to the Software and Service to any third party (not being an Affiliate if permitted in the Order Confirmation).
- F. Distribute or transfer copies of the Software to any third party (not being an Affiliate if permitted in the Order Confirmation).

## (6) License and Use Limitation

The License and/or subscription is limited to a specified number of individuals or computers, as detailed in the Order Confirmation, used by the Customer to unlock the functionality of the Software and/or Services:

- i. **Computer license.** The Customer may install, use, access, display and run one copy of the Software on as many computers as specified in the Order Confirmation.
- ii. **User license.** The Customer may enable as many active directory users or other user accounts as specified in the Order Confirmation to use, access and display the Software and/or Services.

## (7) Duration and auto renewal

Unless agreed otherwise, this Agreement and any Order Confirmation shall commence on the date when Customer receives the Order Confirmation from Specops and remain in full force and effect for the term specified on the Order Confirmation. An Order Confirmation shall remain in force during the applicable term (perpetual license/subscription license/subscription Service/subscription support service) depending on the properties of the Order Confirmation used with the Software, Service and/or Support Services as specified below:

- i. **subscription License or subscription Service.** The term of the license and/or service shall remain in full force and effect until the first anniversary of the commencement date of an Order Confirmation (unless otherwise specified in the Order Confirmation issued by Specops to the Customer by e-mail). At the end of that initial term, or any subsequent term thereof pursuant to a renewal under this Section, the Order Confirmation shall be automatically renewed for successive periods of 12 months unless terminated by either of the parties by at least 30 days written notice prior to the expiry of the relevant term. Any renewal of an Order Confirmation is subject to a 2% increase in subscription fees compared to previous annual term.
- ii. **perpetual License.** The term of the license is perpetual and does not expire unless terminated by either party.
- iii. **Support Services.** The term of any Support Services (as defined below in Section 9) ordered in connection with any perpetual License shall remain in full force and effect until the first anniversary of the commencement date of an Order Confirmation including such Support Services (unless otherwise specified in the Order Confirmation issued by Specops to the Customer by e-mail). At the end of such initial term, or any subsequent term thereof pursuant to a renewal under this Section, the Order Confirmation shall be automatically renewed for successive periods of 12 months unless terminated by either of the parties by at least 30 days written notice prior to the expiry of the relevant term. Any renewal of an Order Confirmation is subject to a 2% increase in Support Services fees compared to previous annual term.



## (8) Termination

The Customer may terminate the Agreement or an Order Confirmation, in whole or in part, at any time by written notification to Specops, upon which Specops must acknowledge that the Agreement/Order Confirmation has been terminated, however, any agreed license and subscription fees must still be paid as if the full term of the Agreement/Order Confirmation had applied.

Specops may terminate the Agreement or an Order Confirmation, in whole or in part, at any time if:

- A. The Customer breaches any of the material terms of the Agreement and such breach has not been cured within thirty (30) days from Customer's receipt of a notice of said breach, including without limitation, via a failure to promptly pay any amount due hereunder.
- B. The Customer becomes insolvent or enters into liquidation, bankruptcy or other procedure due to its inability to pay its debts.
- C. It determines that the Software or Service infringes upon a third party's intellectual property rights.

If the Agreement or an Order Confirmation is terminated for any reason, the Customer shall immediately cease all use of the Software and Service and return to Specops or, at Specops' request, destroy all copies of the Software and certify in writing that such has taken place.

If the Customer does not cease all use of the Software and/or Service in accordance with what is stated above, Specops will charge the Customer a fee equivalent to any subscription and/or license fees, paid and payable, under the relevant Order Confirmation from the Customer to Specops during the last 12 months.

Subject to the Agreement or an Order Confirmation being terminated due to the Software and/or Service infringing upon a third party's intellectual property rights, the Customer shall have the right to obtain a pro-rated refund of any payments made in advance for the current term. Notwithstanding the termination or expiration of the Agreement, the Order Confirmation under the Agreement and the Licenses to the Software as set out herein shall remain in force for the applicable license term, provided that the Agreement and/or any Order Confirmation is not terminated due to any of the causes stated above in subsection (a) to (c).

## (9) Support and Maintenance Services

Support and Maintenance services ("Support Services") covering the Software for a perpetual License may be purchased separately by the Customer. Provided that such Support Services are purchased, the following terms and conditions regarding support and maintenance apply. Support Services are included with subscription License and subscription Service on a valid Order Confirmation. Support Services are not included in trial versions of the Service provided for evaluation purposes.



## (9.1) Support Services

Subject to the timely payment of any fees related to this Agreement, Specops will provide Support Services related to the Software and the Service during the term of this Agreement or Order Confirmation as applicable.

The Support Services cover questions related to the installation, configuration and operation of the Software and Service. Specops reserves the right to limit each request to a single issue to be prioritized by the urgency of the issue to be resolved. Business hours (“Business Hours”) are defined as 2AM-8PM Eastern Standard Time (EST) or 8AM to 2AM Central European Time (CET), Monday to Friday, public holidays excluded.

Specops has no obligation to provide Support Services if it reasonably determines (in its sole but reasonable discretion) that a request for support under this Agreement falls in one of the following categories:

- A. Failures in the underlying IT infrastructure of the Customer, which directly or indirectly affects the performance of the Software and Service.
- B. Problems related to other third-party software.
- C. Requests related to business practices, consulting services or training.
- D. Product functionality not included with the Software and Service.
- E. Acts of omission by the Customer or any user authorized by the Customer to use the Software and Service.
- F. Failure by any third party.
- G. Events outside of Specops’ reasonable control.

Assistance related to the above topics may still be provided on a consultancy basis in exchange for further fees outside the scope of this Agreement.

### (9.1.1) Language

All Support Services are offered in the English language unless otherwise agreed by the parties.

### (9.1.2) Customer representative

The Customer shall appoint at least one individual to be the representative of the Customer responsible for all communication with Specops regarding the Support Services covered by this Agreement. The appointed representative(s) shall submit all support requests to Specops through one of the provided support channels.

### (9.1.3) Support channels

Specops maintains and monitors the following support channels, which are the valid points of contact when submitting requests for Support Services under this Agreement:



SUPPORT CHANNEL	AVAILABILITY	CASE RESOLUTION PROCESS
<b>Online Support</b> <a href="https://specopssoft.com/support-docs/">https://specopssoft.com/support-docs/</a>	Always	Cases submitted online are processed at regular intervals during Business Hours and prioritized according to problem severity.
<b>Telephone Support - International</b> +46 8 465 012 50	Normal business days 08:00 to 18:00 CET	Cases submitted by phone are processed at regular intervals during Business Hours and prioritized according to problem severity.
<b>Telephone Support - North America</b> +1-877-SPECOPS (773-2677) +1 416 849 5325	Normal business days 9AM to 8PM EST	Cases submitted by phone are processed at regular intervals during Business Hours and prioritized according to problem severity.

## (9.1.4) Support priorities

Incoming support requests are prioritized according to the severity of the request:

SERVICE TYPE	SEVERITY	TIER	INITIAL CONTACT	ESCALATION TIME
Informational – Software or Service is not impaired but customer has technical questions regarding operation or capabilities of the system.	0	1	Within two (2) business days	Not defined
Impaired Software or Service – Software and Service functions overall but has a non-critical issue that does not significantly impair performance of the Software or Service.	1	2	Within twenty- four (24) hours	Not defined
Severely Impaired Software or Service – Software and Service functions overall, but has an issue that significantly impedes use of the Software or Service.	2	2	Within two (2) hours during Business Hours, Monday to Friday	Escalated to Level 3 support and/or R&D within 24 hours for resolution
Down Software or Service – Software or Service is inoperable or operating with major malfunction. Restoration of Software and Service operation will be accomplished with the highest priority.	3	3	Within one (1) hour during Business Hours, Monday to Friday	Escalated to Level 3 support and/or R&D within 4 hours for resolution



Severity level will be determined by Specops based on support request.

## **(9.1.5) Service level measurements**

The service level standards to be measured are “Initial Contact”, and “Escalation Time”.

*Start Time* = Time stamp of when Specops receives the support request from Customer.

*Initial Contact* = Shall mean the time with which a Specops team member first notifies Customer (Start Time) of an issue or, if Customer initiates first contact, the time within which a Specops team member responds to Customer.

*Escalation time* = Defines the time from Initial Contact to escalation for resolution. Specops will inform Customer of progress within this time period with an estimate of resolution time.

Specops reserves the right to close any submitted case if the Customer fails to perform suggested corrective actions or to keep Specops informed of the progress on their end. Cases may be reopened at any time at the request of the Customer.

Measurements for the purpose of determining meeting the service level will be performed on a monthly basis upon Customer’s request. If Specops, by notice from Customer and reviewed by Specops for accuracy, fails to meet the service level once or multiple times within any one (1) calendar month period, Customer shall receive a ten (10) percent credit to the next monthly subscription fee or support and maintenance fee, pro-rated if fees are paid annually. Such credit shall constitute the full and exclusive remedy for any failures by Specops to reach service levels regarding the Support Services.

## **(10) Software Specific Terms**

Subject to the Order Confirmation stating that the Customer has licensed any Software, the following terms and conditions shall, in addition to what is elsewhere stated in this Agreement, apply.

### **(10.1) Software Update to Latest Version**

Specops reserves the right to request that the Customer installs an updated version of the licensed Software if it determines (in its sole and reasonable discretion) that it is the best way to resolve a reported problem.

Software updates are provided to the Customer free of charge in accordance with the Software Maintenance section of the Agreement, however, additional fees for installation services provided by Specops if requested by the Customer may apply.

If the Customer fails to comply with a request from Specops to install an updated version of the licensed Software, any further entitlement to Support Services related to the reported problem are forfeited.





## (10.2) Software Maintenance

Subject to the timely payment of any fees related to this Agreement, Specops will provide Maintenance Services related to the Software licensed by the Customer during the term of this Agreement.

The Maintenance Services include all upgrades, updates and revisions to the licensed Software which Specops makes available during the term of this Agreement, which the Customer is entitled to install and use without any additional fees.

Any new version of the Software which the Customer installs and uses subsequently counts as the Customer's licensed version of the Software.

The latest released version of the licensed Software is available for download at: <https://specopsoft.com>.

## (10.3) Software Upgrades

From time to time Specops will release upgraded versions of the licensed Software. These upgrades are denoted by an increment in the major version number of the Software, such as changing the version number from 1.9 to 2.0.

Software upgrades typically include new features and functionality or other changes to the architecture of the Software. Some Software upgrades require a new license key to be used with the licensed Software after it has been installed.

If applicable, new license keys can be requested from Specops as required by the Customer.

## (10.4) Software Updates

From time to time Specops will release updated versions of the licensed Software. These updates are denoted by an increment in the minor version number of the Software, such as changing the version number from 1.9 to 1.10. Software updates typically include bug fixes and general improvements, but may also include new features and functionality.

## (10.5) Software Audit

Specops may request an audit of the Customer's use of the Software for compliance with this Agreement at any time during the term of the Agreement. The Customer agrees to promptly respond to such requests and assist Specops in any way necessary to complete the audit procedure. If an audit reveals any acts of infringement or non-compliance with this Agreement the Customer shall reimburse Specops for any reasonable expenses related to the audit, without limiting any of Specops' other rights and remedies, including the right to terminate the Agreement and seek damages.



## (11) Service Specific Terms

Subject to the Order Confirmation stating that the Customer has purchased any Services, the following terms and conditions shall apply, in addition to what is elsewhere stated in this Agreement. Unless otherwise expressly stated herein, the following terms will apply irrespective of whether the Service is provided as a free trial version for evaluation purposes or as a subscription Service.

### (11.1) Trial and Evaluation

In order to use the Services you must register a customer account representing the Customer, and the Customer's organization, and enables the use of the Services in an associated active directory domain. The account registration details must always contain:

1. A customer name accurately reflecting the name of the Customer or Customer's organization.
2. An associated email domain(s) registered to the Customer, the Customer's organization, or an authorized agent or representative of the organization.
3. A valid email address where Specops can reach the contact responsible for the Customer's account.

If you are creating an account on behalf of a legal entity other than yourself, this represents and warrants that you are authorized to do so. Specops holds the account responsible for any actions taken in the Services by the users or administrators registered to the account. The terms of the Service may change, as required, in response to changes in the Services and technologies. Notifications of such changes will be sent to the registered administrator for each account.

The Specops Services can be trialed for up to 10 active directory user accounts registered to the Customer's account. During such conditions, Specops grants the Customer and the Customer's organization a limited, nonexclusive, non-assignable and non-transferable subscription to access the Services and utilize the underlying software for the sole purpose of evaluating any of the supported Services.

This trial version is offered free of charge, however, Specops reserves the right to modify, limit, suspend or terminate such access at any time, without notice to the Customer or the Customer's organization. Should your account exceed 10 registered active directory user accounts, the Customer's trial subscription will no longer be valid, and the Customer will be asked to contact Specops to obtain a paid subscription Service in accordance with this Agreement.

### (11.2) Service Availability

Specops uses commercially reasonable efforts to ensure that the Services are available for use at all times. Specops guarantees a minimum uptime of its Subscription Service of 99.95 percent. Uptime does not include planned maintenance windows by Specops, which will be completed, to the best of its ability, outside of normal business hours. Other acceptable exceptions to availability may still be caused by:



1. Planned downtime (as communicated to the registered administrator for the Customer's account at least 24 hours in advance).
2. Circumstances beyond Specops' reasonable control, including, but not limited to, disasters such as fire, flooding or earthquakes, civil unrest, acts of government, acts of terror, internet service provider failures or denial of service attacks.

In the event of a service interruption, Specops will use commercially reasonable efforts to quickly restore full service availability.

If Specops, by notice from Customer and reviewed by Specops for accuracy, fails to meet the service levels within any one (1) calendar month period, Customer shall receive a ten (10) per cent credit to the next monthly subscription fee, pro-rated if fees are paid annually. Such credit shall constitute the full and exclusive remedy for any failures by Specops to reach service levels regarding the Services.

### **(11.3) Privacy**

Specops acknowledges the importance of the privacy of the Customer and the Customer's organization. The Services and related Specops' platforms, have been intentionally designed to protect your privacy. Accessing the Services may require the Customer to register information to connect the organization's active directory user account with user accounts belonging to other systems and services. Such information is not stored in the relevant Service server environment, but rather in the active directory service where the Customer's user accounts reside.

All the information stored in this way is encrypted in order to further protect the Customer's personal privacy, even from administrators within the Customer's organization. All network traffic within the solution is encrypted to ensure that outside parties cannot intercept them. Specops does not use or access any information supplied by the Customer for any purpose other than enabling the Customer to use the Services. Specops does not share any such information with third parties.

For further clarification, the Services do not:

1. Control or intercept any user credentials passed between the identity services they choose to use to identify with the Services;
2. Collect or store any passwords; or
3. Monitor users' activity in the identity services they choose to use to identify with the Services.

Specops strongly urges the Customer to audit the information used to register with the Services to ensure that information not being used is not maintained in the system.

### **(11.4) SMS Messages and Other Consumables**

Depending on the configuration made by the administrator of an account, Specops and the Services may need to communicate with registered users of the account by SMS messages sent to their mobile phones. By registering



with the Services, each individual consents to receiving such messages as configured by the administrator of the account. SMS messages and other consumable services in the Services also carry a fee per usage. Such fees are normally included in the Order Confirmation, which also regulates the number of included messages per subscription on a monthly basis. Customers exceeding the included number of messages will be billed separately for excessive traffic.

Specops cannot assume any responsibility for the accuracy of the SMS configuration in your account. Specops strongly urges the Customer to plan such configurations carefully and consider the full implications before enabling these settings.

## **(11.5) Service Limitations**

The Customer may not intentionally misuse or interfere with the operation of the Services or the related platform, or attempt to access the Services through means other than the tools provided by Specops. Furthermore, the Customer may only use the Services as permitted by applicable law. Specops may modify, limit, suspend or terminate the Customer's access to the Services at any time if the Customer does not comply with the terms set forth in this Agreement, or while Specops is investigating suspected misconduct.

## **(12) Infringement of intellectual property rights**

Specops shall defend, indemnify and hold harmless the Customer from and against any and all losses, damages, costs and expenses incurred as a result of any claim, suit or proceeding brought against Customer based on the allegation or establishment that the provision or use of the Software and/or Services constitutes an infringement of any third party's intellectual property rights.

The indemnity above is subject to the following: Customer will (i) without undue delay notify Specops of any claim, action or demand for which indemnity is claimed, (ii) give Specops the option to assume sole control over the defense and settlement of the claim, provided that Specops will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of Customer without Customer's prior written approval (not to be unreasonably withheld), Customer shall be entitled to participate, at its own cost, in the defense and settlement of the claim with a legal counsel at its own choice; and (iii) provide Specops with reasonable cooperation, at Specops' expense, in connection with the defense and settlement of the claim.

Notwithstanding the above, Specops shall not have any liability for infringement claims that arises out of: (i) the combination of the Software and/or Service with any third-party software or hardware not provided by or on behalf of the Specops; (ii) Customer's unauthorized modification of the Software and/or Services, (iii) the use of Software updates/upgrades other than the most recent one or, (iv) any non-compliance with this Agreement.



## (13) Disclaimer of Warranty

Specops uses commercially reasonable efforts to ensure that the Software and Service works as documented. However, Specops does not warrant that the Software and Service are: (a) fit for any particular purpose, (b) compatible with any particular software or hardware, (c) error free or (d) able to operate without interruption.

The Software and Service is designed to assist the Customer and its agents in the performance of professional activities and is not intended to replace their professional skill and judgment. Subject to the terms and conditions of this Agreement, the Customer shall retain full responsibility for its use of the Software and Service and assumes all risk and liability for any and all consequences following therefrom.

THE WARRANTY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY SOFTWARE AND SERVICE DEFECTS OR NON-CONFORMITY. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS HOWSOEVER ARISING ARE HEREBY EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW.

## (14) Limitation of Liability

EXCEPT FOR SPECOPS' LIABILITY UNDER SECTION 12 (IPR INFRINGEMENT) AND EACH PARTY'S LIABILITY UNDER SECTION 15 (CONFIDENTIALITY), SPECOPS' MAXIMUM LIABILITY UNDER THIS AGREEMENT FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SOFTWARE OR THE SERVICES, WHICH CAUSED THE DAMAGES, IN THE PRECEDING 12 MONTHS PRIOR TO THE OCCURRENCE OF THE CAUSE OF ACTION GIVING RISE TO THE CLAIM.

UNDER NO CIRCUMSTANCES SHALL SPECOPS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ECONOMIC LOSSES OF ANY KIND ARISING FROM OR RELATING IN ANY WAY TO THE POSSESSION, INSTALLATION OR USE OF THE SOFTWARE AND/OR SERVICE. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT THE CUSTOMER'S RIGHT TO INDEMNIFICATION IN ACCORDANCE WITH SECTION 12 IS THE FULL AND EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THIS AGREEMENT.

FOR THE PURPOSE OF THIS SECTION 14, "SPECOPS" SHALL MEAN SPECOPS AND ITS RELATED COMPANIES AND AFFILIATES, ITS AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

## (15) Confidentiality

The existence and content of this Agreement shall at all times be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other party.

All information, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party affairs or other business matters, which may be disclosed to the other party (the "Receiving Party") or which the Receiving Party may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of this Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used



by it for any other purpose than the performance or enforcement of this Agreement nor be disclosed by it to any third party without the prior written consent of the other party (the “Disclosing Party”).

The restrictions in this Section 15 shall not apply to information:

1. to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with this Agreement or to otherwise enforce its rights under this Agreement;
2. that was at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by this Agreement;
3. that was already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure;
4. that was obtained by the Receiving Party in good faith without restriction from a third party; or
5. that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place. If the Receiving Party or any Receiving Party’s representative becomes compelled by judicial or administrative process or required by applicable law or regulation or any competent governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place to disclose any confidential information of the Disclosing Party, the Receiving Party shall promptly, and in any event to the extent possible before complying with any such requirement, notify the Disclosing Party in order for the Disclosing Party to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and the Receiving Party shall co-operate, and shall cause any affected Receiving Party’s representatives to co-operate, with the Disclosing Party regarding any action which the Disclosing Party may decide to take to challenge legally the validity of such requirement or the manner of disclosure.

The party using or disclosing any information or documentations with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

## (16) Fees & Notices

All required notices to Specops hereunder shall be delivered to one of the valid Specops points of contact as specified at <https://specopssoft.com/>.

All amounts payable by the Customer under this Agreement shall be paid upon receipt of an invoice unless otherwise agreed in writing. The Customer is solely responsible for any taxes, duties, tariffs or other fees which may be levied by any legitimate government authority in relation to the Customer’s utilization of the Software and Service.



## **(17) Export Law and Other Legal Assurances**

The Customer may not export, re-export, download or otherwise use the Software and Service except as permitted by applicable law.

## **(18) Use of the Customer's Name and Logotype**

Specops may request permission from the Customer to use its company name and/or logotype on the Specops web site for the sole purpose of indicating the existence of a customer relationship between the Customer and Specops. When such requests are received, the Customer shall respond without unreasonable delay.

## **(19) Non-assignment**

Neither of the Parties may assign nor transfer any part of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the permitted assignees of the Parties.

## **(20) No Third-Party Benefit**

This Agreement is entered into for the sole benefit of the named parties and nothing herein shall be construed as to create any obligation or benefit to any other person or entity.

## **(21) Force Majeure**

If the performance of any part of this Agreement is prevented or delayed by acts of civil or military authority, flood, fire, epidemic, war or riot or other acts beyond the reasonable control of either party, the party affected shall be excused from such performance only during the continuance of any such event.

## **(22) Severability**

The invalidity in whole or in part of any provision in this Agreement shall not affect the validity of any other provision, which shall remain in effect and be revised and interpreted as may be required to make it lawful and enforceable.

## **(23) Amendments and Waiver**

No amendment, waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by both parties.



## **(24) Entire Agreement**

Except as expressly herein provided, this document constitutes the entire agreement between Specops and the Customer with respect to the Software and Service and there are no other promises, collateral agreements, representations, conditions, warranties etc. relating the subject matter hereof.

## **(25) Governing Law and Dispute Resolution**

The Agreement, including any Order Confirmation, and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

In the event of any dispute, controversy or claim arising out of or in connection with the Agreement or any Order Confirmation, the parties agree in the first instance to enter into good faith discussions in each party's sole discretion. Unless settled by such good faith discussions, any dispute, controversy or claim arising out of, or in connection with the Agreement, including any Order Confirmation, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with the Agreement, including any Order Confirmation, shall be exclusively settled by the courts of Sweden.

BY ACCEPTING THIS AGREEMENT AND/OR USING THE SOFTWARE AND/OR SERVICE THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS SET FORTH HEREIN.

