

## Terms for Software

### 1. Definitions

<b>Active User</b>	An individual or an object entitled to use the Software in accordance with this Agreement.
<b>Agreement</b>	The Order Form, this Terms for Software, any other terms or schedules attached hereto and any additional order(s) made in writing by the Customer and approved by Nexus in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.
<b>Customer</b>	The party with whom Nexus has entered into the Agreement.
<b>Customer Data</b>	The Customer's own data which is input to the Software and any output derived or produced from that data by the Software.
<b>Documentation</b>	Any documentation provided by Nexus relating to the Software, being available at <a href="https://doc.nexusgroup.com">https://doc.nexusgroup.com</a> .
<b>One-time Model</b>	Nexus' licensing model for the Software, under which the Customer is entitled to use the Software for an unlimited time against a one-time fee, subject to the terms of the Agreement.
<b>Order Form</b>	The order form to which this Terms for Software is attached. In case the Customer has placed its order without signing an order form, e.g. by using Nexus' web shop, "Order Form" shall mean the confirmation of the order.
<b>Software</b>	The software licensed under this Agreement, specified in the Order Form.
<b>Subscription Model</b>	Nexus' licensing model for the Software, under which the Customer is entitled to use the Software for a limited time against a periodic fee, subject to the terms of the Agreement.

### 2. Grant of license

- 2.1. Nexus licenses the Software to the Customer under either the Subscription Model or the One-time Model.
- 2.2. If the Customer licenses the Software under the Subscription Model, Nexus grants to the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide and limited license to create the number of Active Users set out in the Order Form and use the Software and the Documentation for their intended purpose in accordance with the terms of the Agreement as long as the Agreement remains in effect.
- 2.3. If the Customer licenses the Software under the One-time Model, Nexus grants to the Customer a non-exclusive, transferable, non-sublicensable, worldwide and limited license to create the number of Active Users set out in the Order Form and use the Software and the Documentation for their intended purpose in accordance with the terms of the Agreement on a perpetual basis (unless the Agreement is terminated in accordance with section 17.2 below).
- 2.4. The Customer is only entitled to create the number of Active Users that the Customer has ordered. Active Users may be within or outside the Customer's organization. The Customer may at any time increase its number of Active Users, subject to the fees set out in Nexus' price list, as amended from time to time.

### 3. The Customer's use of the Software

- 3.1. The Customer undertakes to use the Software in accordance with this Agreement, the Documentation and any reasonable written instructions regarding the use of the Software provided by Nexus.
- 3.2. The Customer shall (unless otherwise is explicitly set out in this Agreement) be responsible for acquiring any and all equipment and systems necessary in order to use the Software such as, but not limited to, IT-system(s) and facilities necessary for the Customer to receive and use the Software at and from the Customer's premises, including all relevant computer systems and locations and any other equipment, software, hardware, internet-, telecoms- or VPN-connections, firmware, or database files required to receive

and use the Software ("**Customer Equipment**"). The Customer is responsible to ensure that the Customer Equipment meets the standards required to use the Software, if specified by Nexus.

- 3.3. The Customer shall upon Nexus' request provide Nexus with any data or other information necessary for Nexus to fulfil its obligations under the Agreement. Nexus reserves the right to request a written report from the Customer on the current usage and number of installed licenses which the Customer has to provide within seven (7) calendar days upon written request.
- 3.4. In case the Software requires access to and/or installation of third party software products, the applicable third party license and other relevant terms shall apply to those products. Nexus shall not be responsible for third party software.
- 3.5. The Customer may not use any third party materials in connection with the Software without having secured the necessary rights from the owners or license holders of such materials. The Customer may further not use illegal materials or violate applicable laws in connection with the use of the Software or use the Software in moral or ethical gray zones, such as the fields of gambling, pornography, guns, alcohol or microloans (e.g. by text messaging).
- 3.6. The Customer may not use or otherwise export or re-export the Software except as authorized by applicable law. The Customer represents and warrants that it is not located and will not use the Software in any country to which export or re-export is prohibited under applicable law (such as a country subject to U.S. Government embargo) and that the Customer is not listed on any U.S. Government, EU, UN or any other relevant government list of prohibited or restricted parties and will not export or resell the Software to any such targeted person or entity, or without any required export licenses and approvals.
- 3.7. The Customer is at all times responsible for any use of the Software and the Documentation by its Active Users as for itself, and undertakes, to the extent the Active User is an individual, to inform its Active Users of the Customer's obligations under this Agreement.

#### **4. Intellectual property rights**

- 4.1. Nexus and its third party licensors shall be and remain the exclusive owners of all intellectual property rights, know-how and all other similar proprietary and moral rights in the Software, the Documentation and/or any derivative work

developed, generated, or obtained by either party in connection with the performance of this Agreement. The Customer shall have no right, and this Agreement does not constitute any transfer or assignment of any rights, in or to the Software or Documentation other than the right to use them in accordance with the terms of this Agreement.

- 4.2. The Customer may not reverse engineer, decompile, modify, adapt or create a derivative work of the whole or any part of the Software or Documentation for any purpose, assign, transfer, sublicense, sell, lease, rent, charge or otherwise deal in or encumber the Software or Documentation or use the Software on behalf of any third party or make available the same to any third party, use the Software or Documentation in a service bureau or application services provider capacity, or remove or alter any copyright or other proprietary notice on any part of the Software or Documentation. The Customer may only copy the Software or the Documentation for security and back-up purposes, which the Customer may do to a reasonable extent.
- 4.3. The Customer grants to Nexus a non-exclusive license to use and modify Customer Data to the extent necessary for Nexus to be able to meet its obligations under the Agreement.

#### **5. Intellectual property rights indemnity**

Nexus undertakes to defend, indemnify and hold harmless the Customer from and against final damages awarded as a result of any third party claim, suit or proceeding brought against the Customer claiming that the Software infringes the intellectual property rights of such third party, provided that (a) the infringement is not due to the Customer having (i) used the Software in connection with third party Software that was not approved in writing by Nexus or (ii) used the Software in a manner which is contrary to the Agreement or the Documentation, and (b), that the Customer (i) immediately notifies Nexus in writing of any such claim, suit or proceeding and (ii) allows Nexus complete control of the defense of and potential settlement of such claim, suit or proceeding and (iii) provides reasonable assistance to Nexus in connection thereto at the Customer's own cost.

#### **6. Amendments to the Agreement**

- 6.1. Nexus shall be entitled to amend the terms of the Agreement on 30 days' prior written notice (e.g. by email). If the Customer does not accept such amendment it may terminate the Agreement in writing with immediate effect, no later than three days before Nexus'

amendment takes effect. If the Customer does not terminate the Agreement, the Customer shall be deemed to have accepted the amendment.

- 6.2. Nexus shall, notwithstanding section 6.1 above, be entitled to implement insignificant amendments or amendments to the Customer's advantage without notice.

## **7. Assignment**

Nexus shall be entitled to assign the Agreement to another party within the same company group as Nexus or to a third party as part of an acquisition of all or a substantial part of Nexus' business operations. The Customer may not assign the Agreement.

## **8. Publishing**

For the purposes of publicly sharing that the Customer is using the Software, Nexus is entitled to publish the Customer's trademark and/or the Customer's name on Nexus' web pages or publicly sharing this in any other manner, including through publications on a third party web page or through another media.

## **9. Audit**

- 9.1. Upon 10 days' prior written notice, Nexus shall, itself or through an appointed third party, be entitled to perform audits on the Customer to (i) ensure that the Customer complies with this Agreement, and (ii) verify the quantity of Active Users under the Agreement. Audits may only be conducted once per calendar year, unless Nexus has reason to believe that the Customer is in breach of the Agreement.
- 9.2. Each party shall bear its own costs in connection with the audit except if the audit reveals that the Customer is in material breach of the Agreement, in which case the Customer shall bear all costs for the audit.

## **10. Confidentiality**

Each party undertakes not to disclose confidential information which it has received from the other party. Confidential information shall include technical, commercial and any other information, whether documented or not, especially relating to the Software or any services or hardware provided by Nexus. The confidentiality obligations shall, however, not include information which (i) is part of the public domain, or which comes into the public domain through no breach of this Agreement, or (ii) at the time of disclosure was already in the possession of the receiving party, as evidenced by the receiving party.

## **11. Information**

The parties undertake to keep each other informed of circumstances and events in relation to the Software which reasonably can be expected to be relevant for the other party.

## **12. Force majeure**

If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a party including, but not limited to, computer related attacks, hacking, or acts of terrorism, the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. This shall also apply to damages incurred due to Swedish or foreign enactments, governmental actions, wars, strikes, blockades, boycotts, lock-outs or other similar circumstances affecting the Software, even if Nexus itself is involved in the strike, blockade, boycott or lock-out.

## **13. Entire agreement**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior oral or written communications, representations or agreements relating to the subject matter shall be replaced by the Agreement.

## **14. Notices**

All notices shall be deemed to have been received by the Customer on the earliest of the Customer's confirmation or three days after Nexus sent such notice to the e-mail address provided by the Customer.

## **15. Limitation of liability**

- 15.1. Nexus shall not be liable for failure to meet its obligations under this Agreement if caused by (i) Customer Data, Customer Equipment or a product or software not recommended by Nexus, or (ii) the Customer's non-compliance with its obligations, Nexus' instructions or the Documentation.
- 15.2. If the Customer licenses the Software under the Subscription Model, each party's aggregate and total liability under this Agreement shall be limited to an amount corresponding to the license fees paid by the Customer during the 12 months preceding the event causing the damage or loss. If this Agreement has not been in force for 12 months, the abovementioned amount shall be calculated over a 12-month period on the basis of the average fees already invoiced to the Customer during the term of this Agreement.

- 15.3. If the Customer licenses the Software under the One-time Model, each party's aggregate and total liability under this Agreement shall be limited to the amount paid by the Customer for the Software license.
- 15.4. Neither party shall in any event be liable to the other party for any indirect or consequential damages, including but not limited to, loss of production, loss of data, loss of business, loss of investment, loss of revenue and loss of goodwill.
- 15.5. The limitations of liability set forth herein shall not apply in the event of death or injury to persons caused by negligence, any liability arising from intent or gross negligence, willful misconduct or any breach of the obligations set forth in sections 4 or 10.
- 15.6. The parties acknowledge that separate limitations of liability terms may apply for the Customer's purchase of hardware, support and maintenance and/or other services, in which event such terms shall apply instead of the terms contained in this Terms for Software. Notwithstanding the aforesaid, the limitations of liability contained herein set out the maximum possible liability for Nexus under the Agreement.
- 15.7. The present terms and conditions are subject to [Nexus Lifecycle Policy](#).

#### **16. No warranty**

The Software is provided to the Customer *as is* without any warranties of any kind such as, but not limited to, that the Software will meet the Customer's requirements, be error-free or that the results that may be obtained from the use of the Software will be accurate or reliable.

#### **17. Term and termination**

- 17.1. If the Customer licenses the Software under the Subscription Model, this Agreement shall commence on the date set out in the Order Form and shall remain in effect for a period of 12 months. Unless either party terminates the Agreement by written notice no less than three months prior to the expiry of such 12-month period, the Agreement will remain in force until either party terminates the Agreement in whole or in part on three months' prior written notice.
- 17.2. Each party is furthermore entitled to terminate this Agreement with immediate effect in whole or in part (i) if the other party commits a material breach of this Agreement and fails to cure such breach within 30 days following receipt of notice of the breach, or (ii) if the other party is declared bankrupt or such an

application is made, goes into liquidation, initiates composition proceedings, is subject to company restructuring or makes an assignment for the benefit of creditors.

- 17.3. Upon termination of this Agreement or expiration or termination of a license, all license rights to the Software and Documentation granted to the Customer hereunder shall immediately cease and the Customer shall immediately cease using the Software and Documentation and provide to Nexus a written certification that the Customer has complied with the foregoing obligations.

#### **18. Data Protection**

Nexus regards data protection as a significant prerequisite for successfully conducting business, and we are committed to take any necessary measures to assess and safeguard the personal data we process. Therefore, we continuously review and update our practices in accordance with applicable data protection rules and regulations (including EU Regulation 2016/679, more commonly referred to as the GDPR). We have for instance implemented technical and organizational measures to ensure that such data protection related requirements are applied both by us as well as by our external service providers and other suppliers.

For more information about how Nexus processes personal data, please visit our webpage: [www.nexusgroup.com/privacy-policy](http://www.nexusgroup.com/privacy-policy).

#### **19. Governing law and dispute resolution**

- 19.1. This Agreement shall be governed by and construed in accordance with substantive Swedish law.
- 19.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, are the public courts of Stockholm, Sweden, with the first instance being the District Court of Stockholm, Sweden.