

This end user license agreement ("EULA") is a legal agreement between Customer and Ericsson AB, 556056-6258, Torshamnsgatan 21-23 Kista, Stockholm ("Ericsson"). Customer means the individual or legal entity who is granted a license to the Software and the Management as a Service under this EULA. Customer agrees that this EULA is enforceable like any written negotiated agreement signed by Customer. This EULA applies to Customer's use of the Software, Management as a Service and Documentation made available to Customer by the Authorized Source.

Please read this EULA carefully. By clicking on the "accept" button below you agree to the terms of this EULA and represent that you have authority to bind Customer to these terms and conditions.

1 Scope and structure

- 1.1 Part A of this EULA includes specific Software terms.
- 1.2 Part B of this EULA includes specific Management as a Service terms.
- 1.3 Part C of this EULA includes generally applicable terms.
- 1.4 Part D of this EULA includes the definitions.

PART A – SOFTWARE TERMS

2 Grant of license

Subject to the terms of this EULA and Customer Agreement, including each license restriction, Ericsson grants Customer a limited, term based, non-exclusive, non-transferable, non-sublicensable license to use the Software in object code format and Documentation solely in combination with the Industry Connect hardware and Management as a Service for Customer's internal use of Industry Connect in the Territory. Customer may not use the Software for any purpose or in any way, not expressly permitted by this EULA.

The license is valid solely for the applicable term under the Customer Agreement. The right to use the Software begins on the date the Software is installed and continues until the end of the specified term, unless otherwise terminated in accordance with this EULA or the Customer Agreement.

3 Terms of use

Customer will not use the Software and Documentation, or any part thereof, for any purpose other than explicitly set out in section 2. For each item of Software and Documentation, Customer will

- (a) ensure that only employees or authorized persons use it and not provide or make it available: (i) to any other person or entity, or (ii) outside the applicable Territory in any way, or (iii) to provide hosting or timesharing to any person;
- (b) not distribute, sublicense, assign, pledge or otherwise transfer its license;
- (c) not copy it, or any parts of it;
- (d) reproduce copyright or other markings when making a permitted copy;
- (e) not modify, reverse engineer, decompile, disassemble, assemble, or otherwise derive or attempt to derive any source code or algorithms from the Software, or, translate, change or make any derivative work of the Software; and
- (f) apply the provisions of confidentiality in this EULA to it.

4 General terms for Software

- 4.1 Some Software include a license manager control device to monitor, audit or limit use and ensure that Customer complies with the license Ericsson grants. For Software with a license manager, Ericsson provides Customer with information about Software expiry dates and capacity limitations. Some Software sends capacity usage information to Ericsson from time to time and Customer will maintain connectivity to ensure Ericsson receives it.
- 4.2 Certain Software may contain third party code (including free open source software) that is licensed under separate agreements, where additional rights and obligations apply. Customer agrees to comply with such terms. All open source software is provided "as-is", and Ericsson makes no and disclaims any express or implied warranty regarding open source software. Ericsson's liability is excluded for any claim relating to open source software.
- 4.3 Ericsson will release regular pre-announced Software Upgrades that may provide new features and fixes. Customers are expected to install these Upgrades within 60 days after release.
- 4.4 Customer will implement appropriate industry-standard security measures to secure Industry Connect Software at the Customer site from unauthorized access.
- 4.5 Customer's obligations under this EULA survive with no limit in time after this EULA terminates for any reason.

5 No Warranty

Under this EULA Ericsson (and Ericsson's Affiliate or contractor) does not make any express or implied warranties or representations regarding the Software and Documentation, including non-infringement of third-party rights, merchantability, satisfactory quality or fitness for purpose. Ericsson does not warrant that any particular result can be derived from using the Software or Documentation.

PART B – MANAGEMENT AS A SERVICE TERMS

6 Grant of License

Subject to the terms of this EULA and the Customer Agreement, including each license restriction, Ericsson grants Customer a limited, term based, non-exclusive, non-transferable, non-sub-licensable right to use Management as a Service solely in combination with the Industry Connect hardware and Software for Customer's internal use of Industry Connect in the Territory and within the use and capacity limits pursuant to the Customer Agreement and this EULA. Customer may not use Management as a Service for any purpose or in any way, not expressly permitted by this EULA.

The license is valid solely for the applicable term under the Customer Agreement. The right to use Management as a Service begins on the date the Customer can access the Management as a Service and continues until the end of the specified term, unless otherwise terminated in accordance with this EULA or the Customer Agreement.

7 Acceptable use

- 7.1 Customer is responsible for the use of Management as a Service by any person who accesses Management as a Service under its service account (if any). Without limiting the generality of the foregoing, Customer will not use Management as a Service to
- (a) violate any law or regulation anywhere;
 - (b) infringe, dilute, misappropriate, or otherwise violate any privacy or other personal rights or any Intellectual Property Rights;
 - (c) gain unauthorized access or violate the security of a service, server, account, system, or content; or
 - (d) violate third party rights.
- 7.2 Customer or any other person will not
- (a) change or otherwise create derivative works of Management as a Service or parts thereof;
 - (b) reverse engineer, decompile Management as a Service or parts thereof or do anything to derive the source code of Management as a Service;
 - (c) change, modify or extend Management as a Service in a way to avoid incurring fees or exceeding usage limits, or otherwise in a way not expressly permitted herein or in the Industry Connect Description; or
 - (d) resell Management as a Service as-is or share or use Management as a Service to provide rental, hosting or timesharing service to any other person.
- 7.3 In addition, these acceptable use provisions apply to any email or content transmitted by Customer, or on its behalf, which uses an application that resides on Industry Connect or promotes content hosted or transmitted using Industry Connect, or which indicates in any way that Ericsson was involved in the transmission of such email or content.

8 Security

By using Management as a Service, Customer agrees and confirms that Industry Connect meets Customer's security requirements and processing instructions. Further, Customer will implement appropriate industry-standard security measures to secure the Industry Connect hardware and Software at the Customer site from unauthorised access.

9 Data ownership, collection and use

Any Design and Operation Related Data produced as a result of Ericsson's operation or provisioning of Management as a Service, or Customer's use of Management as a Service, will be the exclusive property of Ericsson and considered Confidential Information subject to the terms of this EULA.

10 General terms for Management as a Service

- 10.1 Customer will ensure that each person who accesses Management as a Service (a) uses an individual username and password, and (b) keeps any password confidential, secure, and changes it on a regular basis.
- 10.2 Ericsson may continuously enhance Management as a Service and may in its sole discretion modify, reconfigure, replace, upgrade for any reason the hardware and software related to or used in the infrastructure to provide Management as a Service to the extent such actions will not have a negative impact on Ericsson's ability to deliver the Management as a Service.
- 10.3 Ericsson and its contractors provide Management as a Service digitally through electronic communications. Ericsson and its contractors control the personnel, hardware and software and other resources for Management as a Service, up to the applicable service gate. Customer will provide hardware (excluding Industry Connect hardware), software, and connectivity to access Management as a Service at the applicable service gate, including any specific internet addresses. Customer is responsible for, and Management as a Service does not include, any Customer website or portal that an end user access.

11 No warranty

Under this EULA Ericsson (and Ericsson's Affiliate or contractor) does not make any express or implied warranties that Ericsson operates Management as a Service without error, or that Ericsson can correct all defects or prevent a disruption or unauthorized access to Management as a Service, nor that any particular result can be derived from using Management as a Service.

PART C – GENERAL TERMS

12 Installation, activation and connectivity

The Customer is responsible for installing and activating Industry Connect and its specific parts in accordance with Ericsson's instructions. The Customer is also responsible for providing connectivity to access the Management as a Service.

13 Audit

Ericsson or its appointed representative (the "Auditor") may check the installation of Industry Connect on Customer's site to confirm Customer's compliance with Ericsson's installation guide and this EULA. Customer will reasonably co-operate with

the Auditor at its own expense, including providing (a) all documentation and information Auditor reasonably requests within the scope of audit, and (b) reasonable access to Customer employees, premises and equipment.

14 Term; suspension and termination

- 14.1 The license granted herein with respect to the Software, Documentation and Management as a Service will remain effective until terminated or until the applicable Customer Agreement is terminated or expires, whichever is earlier. This EULA is entered into as of the date that Customer accepts the terms herein (the "**Effective Date**").
- 14.2 Ericsson may block, restrict or suspend Customer's access to the Software and/or Management as a Service or terminate this EULA at any time if Ericsson unilaterally determines that there is a general security or operational risk to the Software or Management as a Service or parts thereof, or if required by law or regulation. Ericsson may also restrict or suspend Customer's access to the Software and Management as a Service or terminate this EULA if Ericsson unilaterally determines that Customer (a) has breached this EULA, (b) reduces Ericsson's network integrity, (c) may expose Ericsson, Ericsson Affiliate, or its contractor to legal liability, or (d) violates any applicable law or regulation or any of the acceptable use obligations. If the cause can be remedied, Ericsson will notify Customer of the steps needed to restore the Software or Management as a Service or parts thereof. If the cause cannot be remedied or Customer fails to take such action within a reasonable time, Ericsson may terminate Customer's license to the Software and access to Management as a Service without liability or paying compensation.
- 14.3 On termination of this EULA for any reason, (a) Ericsson will remotely erase the Software (including any back-up copies), and if that is not possible, request Customer to erase the Software (including any back-up copies); (b) Customer will return or, on Ericsson's written approval, delete or destroy all Documentation. Customer will promptly confirm in writing to Ericsson that it has returned, deleted or destroyed the Software and Documentation after doing so.

15 Ownership

- 15.1 Ericsson, Ericsson Affiliate or its contractor retains all Intellectual Property Rights in and to (a) Industry Connect including Software, Documentation, Management as a Service and any other material, product or service provided under the Customer Agreement, (b) any graphics, products or content included in Industry Connect; (c) all underlying software, data, and other materials that operate Industry Connect or parts thereof (including any APIs/SDK); (d) any modification, enhancement or derivative work made of (a) through (c), including Customer's feedback or suggestions about Industry Connect or parts thereof. Customer retains all Intellectual Property Rights to its content or data it uses in connection with Industry Connect and is responsible for any claims in connection to such content or data. Customer may require a separate patent license from a third party to use Industry Connect.
- 15.2 Except as expressly set out in this EULA, nothing in this EULA creates any right of ownership or license in or to the other party's Intellectual Property Rights. Each party continues to independently own and maintain its Intellectual Property Rights. No implied licenses exist under this EULA, and any right that Customer is not granted under this EULA is reserved to Ericsson or its licensors.

16 Indemnity

Customer will indemnify and hold harmless Ericsson from any claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from (i) Customer's use of and access to the Software, Documentation and Management as a Service or parts thereof (including, without limitation, any interface), or (ii) Customer's failure to comply with any term of this EULA.

17 Limitation of liability

Customer agrees that Ericsson under this EULA will have no liability whatsoever for any use Customer makes of the Software, Documentation and Management as a Service.

18 Confidentiality

The Software and Management as a Service (and any performance data, benchmark results, security assessments and all other technical information relating to the Software or Management as a Service), Documentation, this EULA and any other information provided by Ericsson or Approved Source in connection with the Software and Management as a Service shall be deemed confidential information of Ericsson ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information shall not include information that Customer can evidence in writing: (a) is already known to Customer without restriction as to disclosure prior to disclosure by Ericsson; (b) becomes publicly available without fault of Customer; (c) is rightfully obtained by Customer from a third party without restriction as to disclosure; or (d) is independently developed or created by Customer without use of the Confidential Information. Except as otherwise expressly authorized herein, Customer agrees to: (i) use the Confidential Information only to perform hereunder or exercise rights granted to it hereunder; (ii) treat all Confidential Information in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Confidential Information only to Customer's employees and authorized persons who have a need to know such information for the purposes of this EULA, provided that any such employee or authorized person will be subject to obligations of non-use and confidentiality with respect to the Confidential Information at least as restrictive as the terms of this EULA, and Customer shall remain liable for any non-compliance with the terms of this EULA of such employee or authorized persons. Nothing in this EULA shall prevent Customer from disclosing information to the extent Customer is legally obligated to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Customer shall: (i) assert the confidential nature of the information to the agency, (ii) immediately notify Ericsson in writing of the agency's order or request to disclose, and (iii) cooperate fully with Ericsson in protecting against any such disclosure and obtaining a protective order narrowing the scope of the obligated disclosure and protecting its confidentiality. The confidentiality obligations under this section 16 shall survive any expiration or termination of this EULA and be effective for a period of [five (5) years] after the expiration or termination of this EULA.

19 Export control

- 19.1 Customer acknowledges that the Software may be controlled under applicable export and import control or sanctions laws and regulations. Customer will comply strictly with all such applicable laws and regulations.
- 19.2 Customer will only use the Software for civil and peaceful use. Thus, Customer will not use the Software for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons.

- 19.3 Upon Ericsson's request, Customer will provide to Ericsson an end-user statement, in the format that Ericsson provide, signed by authorized representatives of the Customer. If there is a delay in providing such end-user statement, Ericsson may postpone providing or delivering the Software for a period equivalent to the delay.

20 Governing law and dispute resolution

- 20.1 The laws of Sweden (excluding its conflict of law principles) govern all matters under this EULA.
- 20.2 The parties will settle any dispute arising out of this EULA by arbitration under the Rules of Arbitration of the International Chamber of Commerce using three arbitrators, in the city where Ericsson is registered, with all documents and proceedings in English.
- 20.3 Despite arbitration, the parties may use a competent court for an equitable or injunction remedy. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The confidentiality obligations under this EULA apply to the arbitration proceedings and documentation.

21 Other provisions

- 21.1 This EULA constitutes the entire agreement of the parties relating to the subject matter of this EULA. This EULA supersedes all other oral or written agreements, understandings, representations or courses of dealing relating to the subject matter of this EULA.
- 21.2 Customer may not assign any right or transfer any obligation under this EULA unless it has obtained the prior written consent of Ericsson.
- 21.3 No waiver of satisfaction of a condition or non-performance under this EULA is effective unless it is in writing and signed by the party granting the waiver.
- 21.4 If any provision of this EULA is held to be unenforceable (a) that provision is to be interpreted either by modifying it to the minimum extent to make it enforceable (if permitted by law), or disregarding it (if not); and (b) the rest of this EULA is to remain in effect as written.
- 21.5 The Personal Data of the parties' employees and other workforce whose data is provided while carrying out the Customer Agreement will only be processed to the limited extent required to administrate the business relation between Ericsson and the Approved Source.
- 21.6 The parties intend that this EULA is to be interpreted as if the parties have negotiated and drafted it jointly.
- 21.7 Any terms that by their nature extend beyond this EULA remain in effect until fulfilled.
- 21.8 Ericsson may change the terms of this EULA by providing at least one month's written notice. Such changes apply, as of the effective date Ericsson specifies in the notice.

PART D – DEFINITIONS

In addition to any specific definition set out in the beginning or in other parts of this EULA, the following expressions have the following meanings:

Approved Source: means (i) Ericsson or (ii) the Ericsson authorized partner, distributor or system integrator from whom Customer acquired Industry Connect.

Ericsson Affiliate: means any entity that directly or indirectly controls, is controlled by, or under common control with Ericsson.

Customer Agreement: means the applicable agreement between Customer and Approved Source regarding the sale and purchase of Industry Connect.

Design and Operation Related Data: means data related to the design and implementation of Management as a Service performance, configuration and infrastructure (examples include metadata, design traces, crash dumps, logs, alarms, software licenses, node type and related hardware information, performance counters) and data created for the purpose of rendering Management as a Service.

Documentation: means all documentation including program documentation, user manuals, handbooks and other materials describing the use, design, installation, operation and maintenance of the Software.

Industry Connect: means industry connect as further described in Industry Connect Description, found at [insert link], including but not limited to the Industry Connect hardware, Software, Documentation and Management as a Service.

Intellectual Property Rights: means each patent, patent application, patent right granted upon application filed, utility model, registered and unregistered design right, copyright (including the copyright on software in any code), registered and unregistered trademark, trade secret and proprietary know-how, semiconductor mask work, and any other statutory intellectual property or industrial right, as well as any application for any such right.

Management as a Service: means the cloud-based management backend services that forms part of Industry Connect, as updated by Ericsson from time to time.

Personal Data: means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

Software: means any Ericsson software that forms part of Industry Connect, and any Upgrades thereof, made available to Customer by an Approved Source.

Territory: means the territory set out in the Customer Agreement.

Upgrades: means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.