END USER LICENSE AGREEMENT

VERSION 1.0

The Licensor and Licensee have entered into this Agreement regarding the Licensor's provision of the Software and/or Services to the Licensee.

This Agreement may be accepted by the Licensee through manual or electronic signature, or by clicking "Accept". It may also be accepted and incorporated by reference or as an attachment to an Order Form (or Authorized Dealer Order Form).

BY CLICKING ACCEPT, YOU AGREE ON BEHALF OF THE LICENSEE TO THIS AGREEMENT. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND THE LICENSEE AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE LEGAL AUTHORITY TO BIND THE LICENSEE, OR DO NOT AGREE TO THIS AGREEMENT, DO NOT CLICK "ACCEPT" AND DO NOT USE OR ACCESS THE SOFTWARE AND SERVICES.

1. ORDER OF PRECEDENCE

In the event of any conflict between the provisions of the documents constituting this Agreement, the following order of precedence shall apply: (i) Order Form; (ii) Supplemental Maintenance Terms; (iii) Supplemental Software Terms; (iv) General Maintenance Terms; and (v) End-User License Agreement.

2. DEFINITIONS

The following definitions shall apply whenever used with a capital initial letter:

2.1 "**Affiliate**" means any individual or company which controls, is controlled by or is under common control with a Party, where "control" means the power to control the composition of the board of directors of such Party (whether by contract, corporate law or other means), the possession of more than half of the voting shares of such Party or the ability to consolidate such company's financial statements with those of the Party in accordance with generally accepted accounting principles.

2.2 "**Agreement**" means the Order Form (for the avoidance of doubt, excluding any Authorized Dealer Order Form), this End-User License Agreement, the Supplemental Terms and the Data Privacy Terms.

2.3 "**Authorized Dealer**" means an entity that has been officially approved by the Licensor, or any of its Affiliates, to sell Software Licenses and/or Services.

2.4 "**Authorized Dealer Order Form**" means any order form or similar document through which the Licensee has acquired a Software License and/or Services from an Authorized Dealer.

2.5 "**Confidential Information**" means all non-public, business related or technical information, written or oral, disclosed or made accessible in any other way by a Party under this Agreement, whether or not it is marked as confidential or not, including, but not limited to, the existence of this Agreement and any information designated or marked as confidential (or if it is apparent from the circumstances that the information is confidential), any trade secret, know how, information pertaining or relating to or included in any invention, software, source code, object code, application, documentation, contract, knowledge, data, database, process, technique, design, drawing, program, formula or test data, or other business information.

2.6 "**Data Privacy Terms**" means any data protection and privacy terms including any privacy notice applicable to this Agreement.

2.7 "**Delivery**" means the date on which the Software was first available for download by the Licensee or upon receipt of physical shipment of media containing the Software. "SOFTWARE" FOR THE PURPOSE OF THIS DEFINITION SHALL NOT INCLUDE ANY UPGRADES, UPDATES, PATCHES, CORRECTIONS OR OTHER VERSION OF THE SOFTWARE. THUS, THE PROVISION BY THE SUPPLIER OF A NEW VERSION OF THE SOFTWARE SHALL NOT CONSTITUTE A NEW DELIVERY FOR THE PURPOSE OF THIS AGREEMENT.

2.8 "**Documentation**" means printed or electronic instructions and information about the Software embedded in the Software, accessible/downloadable from an official website for the Software or otherwise provided by the Licensor and/or its Affiliates.

2.9 "**General Maintenance Terms**" means the general maintenance terms applicable to any maintenance, technical support and related services provided by the Licensor in relation to the Software.

2.10 "**Global Trade Laws and Regulations**" means customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, Canada, EU and UK, but also, as applicable, such laws, regulations and orders of any country in which the Software, Documentation or Services are manufactured, received, used, exported from, imported to, or as otherwise applicable.

2.11 "**End-User License Agreement**" means the terms set out herein.

2.12 "**License**" means the license for the Software as provided for in this Agreement.

2.13 "**Licensee**" means the end-user legal entity agreeing to this Agreement.

2.14 "**Licensor**" means the Sandvik Group legal entity specified in the Supplemental Terms.

2.15 "**Listed Person**" means any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations.

2.16 "**Maintenance Terms**" means the General Maintenance Terms and Supplemental Maintenance Terms.

2.17 "**Order Form**" means, if the Licensee has acquired the Software License and/or Services from the Licensor or any of its Affiliates, the ordering document specifying the scope of the Services and the Software License (e.g. allowed number of users, subscription term and other details).

2.18 "**Party**" means each of the Licensee and Licensor (or jointly referred to as the "**Parties**").

2.19 "**Post-Processor"** means software that converts toolpath data into a specific NC format and control technology and outputs machine-readable language needed to generate motion on the target machine. What is stipulated in this End-User License Agreement for Software shall also apply mutatis mutandis to Post-Processor, unless otherwise stated.

2.20 "**Prohibited Countries**" means Afghanistan, Belarus, Cuba, Iran, North Korea, Russia, Syria, Crimea and non-government-controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. The Licensor reserves the right to amend the list of Prohibited Countries by written notice to the Licensee.

2.21 "**Sandvik Group**" means the group of companies owned or controlled directly or indirectly by Sandvik Aktiebolag.

2.22 "**Services**" means the maintenance, technical support and any other services provided by the Licensor in accordance with this Agreement (e.g. development of Post-Processor).

2.23 "**Software**" means (i) the contractual software products as developed by or for the Licensor or any of its Affiliates and as specified in the relevant Order Form or Authorized Dealer Order Form, (ii) any new versions (especially without being limited to releases, updates, patches, corrections) thereof and (iii) any complete or partial copies of any of the foregoing.

2.24 "**Supplemental Terms**" means the Maintenance Terms and Supplemental Software Terms.

2.25 "**Supplemental Maintenance Terms**" means the supplemental maintenance terms applicable to any maintenance, technical support and related services provided by the Licensor in relation to a specific type of Software.

2.26 "**Supplemental Software Terms**" means the supplemental software terms applicable to the specific Software provided by the Licensor.

2.27 "**Third-Party Software Terms**" means terms governing software, software services, plugins, open-source software, materials, user-generated content, or other content provided by third parties that the Software may include ("**Third-Party Software**") which the Licensor is required to pass-through to the Licensee.

3. DELIVERY OF SOFTWARE

3.1 The Licensor will deliver the Software in accordance with the product description in the Documentation and the Supplemental Software Terms. The product description in the Documentation conclusively defines the functional qualities of the Software.

3.2 The Licensor will deliver the Software by making it available for download at a download location notified by the Licensor or, at the Licensor's discretion, through the physical delivery of data storage medium to an agreed address of the Licensee.

3.3 Unless otherwise agreed, the Licensee will be provided with one (1) copy of the relevant version of the Software at Delivery.

4. SOFTWARE LICENSE AND USE RESTRICTIONS

4.1 The Licensor grants, subject to the Licensee's full compliance with the provisions set out in this Agreement and any Third-Party Software Terms, the Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software and related Documentation within the Licensee's own internal business operations in the contractually defined scope.

4.2 The License is limited to the Software, even if it is also technically possible for the Licensee to access other software products or components of the Licensor or of any of its Affiliates.

4.3 Any "evaluation", "demonstration" or "trial" license to the Software are provided for non-production use and shall only be used for such purpose.

4.4 The Licensee shall not copy, modify, translate, adapt, arrange or create derivative works or collective works of the Software. The Licensee shall furthermore not reverse engineer, decompile or otherwise attempt to access the source code of the Software (including circumventing any security mechanism(s) provided with the Software). Notwithstanding the beforementioned, the Licensee may make one copy of the Software for archiving or backup purposes. Such copy shall include all trademark, copyright, patent and other intellectual property rights notices contained in the original Software.

4.5 The Licensee shall not provide access to or make in any other way available the Software or the Documentation to any third-party or use the Software to develop actually or potentially competing software or services.

4.6 The Licensee shall without delay inform the Licensor in writing of any suspected unauthorized use or access to the Software or any other breach of the provisions set out or referred to in this Section 4 (Software License and Use Restrictions).

4.7 Nothing in this Section 4 (Software License and Use Restrictions) shall limit the exercise of any rights of the Licensee that may exist under applicable mandatory laws and regulations. The Licensee shall exercise such rights in respect of the

Software only under the conditions of and to the extent that the Licensee is authorized to do so by any such mandatory legal provision.

5. FEES AND PAYMENT

5.1 Unless otherwise stipulated by the Order Form or the Supplemental Terms, all fees payable to the Licensor shall be paid thirty (30) days from invoice date. All amounts due are exclusive of any applicable taxes or other charges.

5.2 The Licensee shall pay or reimburse the Licensor for any applicable taxes and other charges, including but not limited to any customs duty, sales tax or VAT. For the avoidance of doubt, the Licensee shall not reimburse the Licensor for any income tax.

5.3 Any payment obligation for the Licensee is irrevocable and all fees paid are non-refundable unless otherwise stipulated by this Agreement.

6. AUTHORIZED DEALER

6.1 If the Licensee has purchased the Software and/or Services from an Authorized Dealer the following shall apply.

6.2 The Software shall be delivered as agreed to between the Licensee and the Authorized Dealer.

6.3 Instead of paying the Licensor, the Licensee will pay the applicable fees directly to the Authorized Dealer in accordance with the Authorized Dealer Order Form or as otherwise agreed to by the Licensee and the Authorized Dealer.

6.4 The Authorized Dealer is not authorized to modify this Agreement or make any promises or commitments on the Licensor's behalf, and the Licensor is not bound by any obligations to the Licensee other than as explicitly set forth in this Agreement.

6.5 The Authorized Dealer Order Form or any other similar contract entered into between the Licensee and an Authorized Dealer (or any other third-party) is not binding for the Licensor or any of its Affiliates.

6.6 Further provisions with respect to the manner in which the Software and/or Services are provided to the Licensee and the allocation of responsibilities between the Licensor and Authorized Dealer in relation to thereto may be set out in the Supplemental Terms.

7. LICENSEE SAFETY MEASURES

7.1 The Licensee shall take reasonable precautions to protect the Software from unauthorized access by third parties. The Licensee shall keep data storage medium with lawfully made copies in a secure place.

7.2 The Licensee shall oblige the authorized users to comply with the provisions of this Agreement regarding the use of the Software. The Licensee shall take all necessary precautions to prevent use of the Software by unauthorized persons.

7.3 The Licensee acknowledges that certain combinations of software and hardware may be incompatible with the Software. The Licensee shall be responsible for the proper selection and maintenance of the software and hardware environment of the Software not covered by this Agreement. The Licensee shall protect such hardware and software in particular against unauthorized access by employees or other third parties, viruses, trojans and other malware.

7.4 The Licensee shall take reasonable precautions for the event that the Software does not work properly in whole or in part (e.g., by monitoring the data processing results or performing regular data backups).

8. SOFTWARE AND SERVICES WARRANTY AND GENERAL DISCLAIMER

8.1 The Licensor warrants for ninety (90) days from Delivery that the Software will provide the material features and functions set out in the Documentation. This warranty does not apply to any free, evaluation, demonstration, trial, discontinued, academic/student, early access/beta versions of the Software or any Services provided to the Licensee or in relation to any inappropriate or unauthorized use. This warranty only applies to the initial version of the Software delivered to the Licensee and does not apply to any subsequent Software update or upgrade or other version of the Software. NO WARRANTY IS PROVIDED FOR POST-PROCESSOR.

8.2 The Licensor warrants that the Licensor's personnel and any subcontractor will be competent and qualified to perform the Services. This warranty shall not apply to any Services that are covered by the General Maintenance Terms.

8.3 Any additional warranties or commitments provided by an Authorized Dealer or any other third-party to the Licensee are not binding upon Licensor and its Affiliates.

8.4 THE LICENSOR MAKES NO WARRANTIES EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTIONS 8.1 AND 8.2. ANY REPRESENTATIONS CONCERNING THE FEATURES AND FUNCTIONALITY OF THE SOFTWARE, POST-PROCESSOR OR SERVICES IN ANY COMMUNICATION WITH THE LICENSEE AND/OR ITS AFFILIATES CONSTITUTES TECHNICAL INFORMATION AND NOT A WARRANTY OR GUARANTEE. THE LICENSOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR POST-PROCESSOR OR RESULTS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES DO NOT REPLACE PROFESSIONAL JUDGMENT, INDEPENDENT TESTING, DESIGN ANALYSIS, SIMULATION, ESTIMATION OR OTHER ACTIVITIES RELATED TO PRODUCT STRESS, SAFETY APPLICATION AND UTILITY. THE LICENSOR IS NOT LIABLE FOR THE OUTCOME OF THE LICENSEE'S USE OF THE SERVICES AND THEIR RESULTS.

8.5 Any early access/beta version of the Software provided to the Licensee may contain or cause unusual or unexpected errors, design flaws or other problems. The Licensor may update, improve, modify or otherwise change such version of the Software at its discretion and without prior notice to the Licensee. The Licensee's use of the early access/beta version may result in unexpected results, loss of data or communications, project delays or other unpredictable damage or loss. The Licensor is

under no obligation to release a commercial production version and any Licensee data uploaded or created during use of the early access/beta version may, in the Licensor's sole discretion, be migrated to a subsequent version of the Software, if released. The Licensor may choose at any time to abandon development of the early access/beta version without any obligation or liability to the Licensee.

9. LIMITATION OF LIABILITY

9.1 The Licensee's sole exclusive remedy for a breach of the Software warranty in Section 8.1 shall at the Licensor's option be either (i) to cancel the relevant Software License and refund the fees paid by the Licensee for it; or (ii) correct the defective Software (e.g. through a new version/patch). The Licensee's sole and exclusive remedy for a breach of the Service warranty in Section 8.2 shall be limited to the Licensor's reasonable efforts to replace the relevant personnel.

9.2 THE TOTAL LIABILITY OF THE LICENSOR FOR ALL CLAIMS AND DAMAGES RELATED IN ANY WAY TO THIS AGREEMENT, IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT PAID TO THE LICENSOR FOR THE SPECIFIC SOFTWARE AND/OR POST-PROCESSOR LICENSE OR SERVICES THAT GAVE RISE TO THE CLAIM. FOR SUBSCRIPTION LICENSES OR SERVICES, THIS AMOUNT SHALL BE LIMITED TO THE FEES PAID DURING THE PREVIOUS 12-MONTH PERIOD FOR THE DEFECTIVE SUBSCRIPTION LICENSES OR SERVICES. THE LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS, OR LOST DATA OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE. THE LICENSEE MAY NOT MAKE A CLAIM UNDER THIS AGREEMENT MORE THAN TWO YEARS AFTER THE INCIDENT GIVING RISE TO THE CLAIM IS OR SHOULD HAVE REASONABLY BEEN DISCOVERED BY THE LICENSEE OR ITS AFFILIATES. THE LICENSOR SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING OUT OF, OR RESULTING FROM, THE USE OF THIRD-PARTY SOFTWARE OR CLOUD SERVICES AVAILABLE VIA THE SOFTWARE THROUGH A PLUGIN OR ADD-ON.

9.3 The Licensor´s Affiliates and representatives are not party to this Agreement and shall have no liability whatsoever in relation to this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

10.1 The Licensor shall indemnify and defend the Licensee against any costs and damages, from and against any claim brought against the Licensee by a non-Affiliated third party alleging that the Software (including the Documentation) used within the scope of the License granted to the Licensee infringes any copyrights or US, Japan or European Patent Office patents, or violates any trade secrets in so far as the Licensee provides the Licensor prompt written notice of such claim, reasonably requested assistance and the sole right to defend and settle such claim.

10.2 In order to avoid or mitigate an actual or suspected third-party intellectual property rights infringement, the Licensor shall have the right to provide the Licensee with an updated version of the Software or obtain the right for the Licensee to continue to use the Software, in order to make the Software non-infringing.

10.3 The indemnity and rights set out in this Section 10 (Intellectual Property Rights Indemnity) constitute the Licensee's sole and exclusive remedy for any third-party intellectual property rights infringement.

10.4 THIS SECTION 10 SHALL NOT APPLY TO POST-PROCESSOR.

11. OWNERSHIP

11.1 The Software (including any related security mechanism(s)), Documentation, Services and all related intellectual property rights, including any copies of the before mentioned, are and remain the sole and exclusive property of the Licensor and its Affiliates. All rights in and to the Software, Documentation and Services not expressly granted to the Licensee in this Agreement are reserved by the Licensor, its Affiliates or the owners of any incorporated Third-Party Software (as applicable).

11.2 The Licensee shall free of charge assign to the Licensor any title, ownership and interest to intellectual property rights to any improvements (including translations), corrections or derivative works of the Software, Documentation or Services. Any feedback or ideas relating to improvements, corrections or other amendments to the Software, Documentation or Services provided by the Licensee may be used by the Licensor without restriction or pre-approval. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.2 SHALL BE CONSTRUED OR INTERPRETED AS AN EXEMPTION FROM THE LICENSEE'S OBLIGATIONS IN SECTION 4.4.

12. CONFIDENTIALITY

12.1 Any Party receiving Confidential Information shall keep it confidential and not disclose or make it accessible in any other way, except for on a need-to-know basis to its and its Affiliates employees, consultants and contractors who are bound by confidentiality obligations that are at least as restrictive as those set out in this Agreement. Any disclosure or access in accordance with this Section 12.1 shall only be made or granted in so far as it is necessary to perform the rights and obligations set out in this Agreement. The Party receiving Confidential Information shall protect it from any unauthorized disclosure or access by using the same means as it protects its own Confidential Information.

12.2 The obligations imposed by Section 12.1 above shall not apply to any Confidential Information which (i) the receiving Party can demonstrate is already in the public domain or becomes publicly available through no breach by the receiving Party or its Affiliates; (ii) the receiving Party can demonstrate was known by or disclosed to it or its Affiliates prior to the date of this Agreement (excluding any information disclosed in connection with any negotiations of this Agreement, or through prior business dealings which were subject to any confidentiality obligations); (iii) was or is independently developed by the receiving Party or its Affiliates as proven by its written records; or (iv) the receiving Party or its Affiliates is required to disclose pursuant to applicable mandatory laws or regulations or by order of a judicial or governmental authority or by any applicable stock exchange regulations, provided the receiving Party promptly provides the disclosing Party with written notice of the

required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing Party to limit the scope of such disclosure.

12.3 The Software, Documentation, Services, this Agreement and all related intellectual property rights constitute the Licensor and its Affiliates' Confidential Information and trade secrets.

12.4 THE LICENSOR AND SANDVIK GROUP RESERVES THE RIGHT TO EXTERNALLY COMMUNICATE THE PROVISION OF THE OFFERINGS TO THE LICENSEE FOR PROMOTIONAL PURPOSES. SUCH PROMOTIONS SHALL ADHERE TO APPLICABLE MARKETING LAWS AND REGULATIONS INCLUDING PROHIBITIONS OF UNFAIR, FALSE OR MISLEADING ADVERTISING. THE LICENSOR SHALL BEFORE PUBLICLY USING THE LICENSEE'S NAME OR MARKS ASK FOR WRITTEN APPROVAL (SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD). THIS SECTION 12.4 SHALL NOT APPLY IN SO FAR, THE PARTIES HAVE ENTERED INTO A SEPARATE AGREEMENT PROHIBITING SUCH ACTIVITIES (E.G. NON-DISCLOSURE AGREEMENT).

13. AUDIT RIGHT

13.1 The Licensor shall have the right to audit the Licensee's use of the Software, Documentation and Services in order to verify compliance with this Agreement. The Licensee shall for this purpose, and subject to at least fifteen (15) days' notice period, provide the Licensor reasonable access to its relevant facilities, IT systems and records for the purpose of conducting these audits. The Licensee shall fully cooperate with the Licensor during the audits. The audits shall only be conducted during normal business hours. The Licensor shall comply with the Licensee´s reasonable requested security measures during the audit.

13.2 The Licensor shall have a right to implement technical protection measures for the Software, including to embed a reporting mechanism through which data on installation and usage of the Software is transmitted to the Licensor (e.g. IP address, geolocation etc.). Unless otherwise stipulated in this Agreement, this data shall only be used to investigate and verify the Licensee´s compliance with the provisions of this Agreement. Any detected illegal copies of the Software will result in the Licensor seeking an amicable settlement to this. This settlement will require that the Licensee immediately accepts to (i) pay compensation for past unauthorized use of the Software; (ii) purchase any necessary Software License; (iii) purchase Software maintenance for at-least three (3) years; and (iv) pay any reasonable anti-piracy or compliance fees required by the Licensor. If the Licensee fails to accept this settlement, the Licensor reserves the right to seek any remedy available at law and/or in equity.

14. LICENSEE INDEMNITY

The Licensee shall indemnify and hold harmless the Licensor and its Affiliates, subcontractors, resellers and representatives against any claim, action, proceeding, fine, loss, liabilities, cost and damages which arise out of or are related to any breach of this Agreement by the Licensee or its Affiliates, and shall reimburse the indemnified parties for any and all legal, accounting and other fees, costs and expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such costs and losses.

15. TERM AND TERMINATION

15.1 This Agreement will remain in full force until the Licenses and Services granted and provided under this Agreement have expired (without being renewed), unless terminated earlier in accordance with this Agreement. Upon the expiration of the Licenses and Services, this Agreement will automatically terminate.

15.2 The Licensor may at any time terminate this Agreement with immediate effect if the Licensee: (i) is subject to restructuring, insolvency or bankruptcy proceedings; (ii) breaches any of its obligations in Section 4 (Software License and Use Restrictions), 7 (Licensee Safety Measures), 12 (Confidentiality) and 16 (Compliance); or (iii) fails to cure any other breach of this Agreement within fifteen (15) days from notice by the Licensor.

15.3 Upon termination of this Agreement, any License or Services are immediately cancelled, and the Licensee shall immediately cease using the Software, Services, Documentation and Confidential Information. Furthermore, the Licensee shall immediately return or uninstall/destroy all copies of the Software (including any related security mechanism(s)), Documentation and Confidential Information. Upon the Licensor's request, the Licensee shall in writing certify that this has been completed.

15.4 The following Sections of this End-User License Agreement shall survive termination of this Agreement: Sections 10 (Intellectual Property Rights Indemnity), 12 (Confidentiality), 14 (Licensee Indemnity), 16 (Compliance) and 17 (Governing Law and Dispute Resolution).

16. COMPLIANCE

16.1 The Licensee represents and warrants that (i) the Licensee is the end-user of the Software, Documentation or Services and acknowledges that the Licensee is not permitted to move its rights to another end-user or from the country of the Licensee in which the Licensee was granted hereunder without obtaining the Licensor's prior approval. All rights to use the Software, Services or Documentation are granted on the precondition that such rights are forfeited if the Licensee fails to comply with this requirement; (ii) none of the Licensee, its affiliates, or any of its or their respective officers or directors, is a Listed Person, or is owned to fifty percent (50 %) or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s); (iii) the Licensee has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to fifty percent (50%) or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s); and (vi) the Licensee has not engaged in, is not engaging in, and will not engage in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations.

16.2 The Licensee hereby agrees to observe and comply fully with all Global Trade Laws and Regulations. The Licensee agrees that no Software, Documentation or Services provided by the Licensor shall be, directly or indirectly, sold, licensed, exported,

re-exported, transferred, retransferred, or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations. The Licensee shall not take any actions in furtherance of this Agreement that would cause the Licensor to violate any Global Trade Laws and Regulations to which the Licensor is subject.

16.3 Without limitation to the generality of the foregoing, the Licensee shall not, directly or indirectly, sell, license, export, re-export, transfer, retransfer or otherwise release or dispose of any Software, Documentation or Services: (i) without securing all licenses and/or authorizations necessary under the Global Trade Laws and Regulations from the relevant governmental authority; (ii) to, or for the benefit of, a Listed Person; (iii) to, via, or otherwise for use in, Prohibited Countries; (vi) for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any nuclear explosive or unsafeguarded nuclear fuel cycle activity; or (v) for military end-use or to a military end-user, including military intelligence end-uses and end-users, without obtaining the Licensor's prior written approval.

16.4 The Licensee shall impose the obligations contained in this Section 16 (Compliance) in all subsequent transactions involving the Software, Documentation or Services. Further, the Licensee shall establish and maintain adequate internal controls and mechanisms to (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Global Trade Laws and Regulations; and (ii) ensure it obtains sufficient knowledge about each end-user to determine whether for each contract, the Software, Documentation or Services, could be destined for an end-use which is not permitted under this Agreement.

16.5 The Licensee agrees to, as promptly as possible and in any event within five (5) business days, notify the Licensor in writing of actual or suspected breaches of any of the obligations above in this Section 16 (Compliance) and shall to the best of its abilities, cooperate with the Licensor to facilitate compliance with Global Trade Laws and Regulations and will upon request, provide the Licensor with copies of all documentation relating to any business dealings involving the Software, Documentation or Services, including but not limited to, end-user certifications. Further, the Licensee shall provide all information relating to requests for any Software, Documentation or Services, that the Licensee suspects could violate or circumvent Global Trade Laws and Regulations, or where the provision of the Software, Documentation or Services would breach the Licensee's commitments under the obligations of this Section 16 (Compliance), including requests from or on behalf of a Listed Person or attempts to acquire any the Software, Documentation or Services in violation of Global Trade Laws and Regulations.

16.6 If the Licensee, in whole or in part, breaches any of the obligations contained in this Section 16 (Compliance) or (to the furthest extent permissible under applicable laws and regulations) in Licensor's reasonable opinion any such breach is likely to occur, the Parties agree that: (i) the Licensor shall be under no obligation to fulfil outstanding payments, deliveries, orders or alike; (ii) the Licensor shall not be liable toward the Licensee or any third party for any subsequent non-performance by the Licensor under this Agreement; and (iii) that the Licensee shall indemnify and hold the Licensor harmless from any claims or losses relating to such non-performance. The Licensor shall have the right to select its own counsel to defend against such claims, and Licensee shall be responsible for all costs and expenses associated with such defence, including but not limited to reasonable attorneys' fees, court costs, and any related expenses. Any failure by the Licensee to comply, in whole or in part, with this Section 16 (Compliance), is to be considered a material breach of this Agreement which will entitle the Licensor to terminate the Agreement with immediate effect. Further, the Licensor is entitled to terminate the Agreement with immediate effect upon written notice if either Party's ability to fulfil an obligation under this Agreement is materially affected by the imposition of restrictions in Global Trade Laws and Regulations.

16.7 The Software, Documentation and Services are commercial products that were developed exclusively at private expense. If the Software, Documentation or Services are acquired directly or indirectly for use by the US government, then the Parties agree that the Software, Documentation and Services are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in the Federal Acquisition Regulation (FAR) 2.101 or DFARS 252.227-7014(a)(1) and (a)(5), as applicable. The Software and Documentation may only be used under the terms and conditions of this Agreement as required by FAR12.212 and DFARS 227.7202. The US government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. The Licensor will not be required to obtain a security clearance or otherwise be involved in accessing US government classified information.

16.8 Nothing in this Section 16 (Compliance) shall be construed as granting the Licensee any additional rights beyond those stipulated in Section 4.1 of this Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement and any non-contractual obligations arising out of or in connection herewith shall be governed by the laws set out in the below table without reference to any conflicts of law provisions. The applicable laws and dispute resolution are determined by the jurisdiction in which the Licensor is incorporated in.

Country of Incorporation	**Applicable Laws**	**Court/Arbitration Institute**
America	Delaware (US)	Courts of Delaware (US)
Asia or Oceania	Singapore	Singapore International Arbitration Centre ("SIAC") in accordance with their Arbitration Rules. Seat of arbitration shall be Singapore. Language shall be English.
Any other country	Switzerland	Swiss Rules of International Arbitration of the Swiss Arbitration Centre. Seat of arbitration shall be Zurich (CH). Language shall be English.

17.2 Each Party hereby irrevocably submits itself to the jurisdiction of the relevant court or arbitration institute (as applicable) set out in Section 17.1. Any dispute arising out of or in connection with this Agreement shall be finally resolved by binding arbitration or court (as applicable) proceedings in accordance with Section 17.1.

17.3 The Parties undertake and agree that all arbitral or court proceedings conducted in accordance with Section 17.1 will be kept strictly confidential in so far permitted. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral or court proceedings. Information covered by this confidentiality undertaking may not, in any form whatsoever, be disclosed by a Party to a third party without the prior written consent thereto of the other Party, save for to the extent that such disclosure is required under applicable mandatory laws and regulations.

18. MISCELLANEOUS

18.1 This Agreement may be supplemented, modified or amended unilaterally by the Licensor (provided that such amendments will not apply retroactively) by way of applicable online terms including the Licensor's website terms accepted by the Licensee from time to time (including click-wrap, click-through, click-accept or by continuing to use the Software and Services after due notification). IF THE LICENSEE DOES NOT AGREE TO THE SUPPLEMENTED, MODIFIED OR AMENDED AGREEMENT, THE LICENSEE MUST IMMEDIATELY CEASE AND DESIST USE OF THE SOFTWARE, DOCUMENTATION AND SERVICES.

18.2 Neither this Agreement nor any rights or obligations of the Licensee hereunder shall be assignable or transferable by the Licensee without the prior written consent of the Licensor, and any purported assignment or transfer in violation of the foregoing shall be null and void. This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted assignees. The Licensor may freely assign this Agreement in whole or in part to its Affiliates.

18.3 If any provision of this Agreement shall be adjudged by any court or arbitration institute of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

18.4 The failure or delay by Licensor or Licensee to require performance of any provision of this Agreement does not constitute a waiver. All waivers by Licensor and Licensee must be provided in writing and signed by Licensor or Licensee, as applicable in each instance, and a waiver in one instance does not constitute a waiver in any subsequent instance.

18.5 This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

18.6 Notices required under the Agreement shall be in writing. Notices shall be effective upon receipt. The Licensor may provide any notice to the Licensee by sending an email to the email address then associated with the Licensee's account. However, notices concerning generally applicable information about the Software and/or Services (e.g. planned changes to product portfolio or Software fees) may instead be provided via the Licensor's extranet.

18.7 Should there be any inconsistency or conflict between the English and a local language version of this Agreement provided by the Licensor or its Affiliates, the English version shall prevail.

18.8 Neither Party will be liable for delay or failure to perform any obligations under this Agreement due to any force majeure event (including labor strike, explosion, natural disaster, act of terrorism, fire, flood, accident, war, riot, insurgence, pandemic or epidemic, including legal or official administrative measures and orders as a result of such a situation, or any other similar event). The delayed Party will promptly notify the other Party of any such event. Should non-performance by either Party continue for thirty (30) consecutive days due to such event, either Party may thereafter terminate this Agreement upon seven (7) days written notice to the other Party.

18.9 Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, distributorship, employer-employee or joint venture relationship between the Parties.

GENERAL MAINTENANCE TERMS

VERSION 1.0

These General Maintenance Terms supplement and constitute an integral part of the End-User License Agreement. These General Maintenance Terms shall apply to any Services provided by the Licensor in relation to the Software as part of a Maintenance subscription.

Capitalized terms not otherwise defined herein shall have the same meaning as defined in the End-User License Agreement.

1. DEFINITIONS

The following definitions shall apply whenever used with a capital initial letter:

1.1. **"Error"** means a verifiable and reproducible defect in the Software which prevents it from operating substantially in accordance with the Documentation. Error does not include any defect which is caused by any inappropriate or unauthorised use of the Software.

1.2. "**Maintenance"** means Software Update, Software Upgrade and Technical Support.

1.3. "**Software Update**" means a minor improvement, patch, security fix or a service pack for an existing version of the Software.

1.4. "**Software Upgrade"** means a major release or a new version of the Software that introduces new material features or significant improvements over the previous version. The Licensor shall in its discretion determine how and when to release a new Software Upgrade. Software Upgrade excludes any release, customization, trade-in, module, option, add-on or other product that is offered separately (i.e. outside of the Maintenance subscription) by the Licensor to the Licensee for a fee.

1.5. **"Technical Support"** means addressing normal inquiries relating to the latest version of the Software, including any Error. Technical Support does not include training, on-site support or development, engineering or manufacturing consultancy services.

2. SCOPE OF SERVICES

2.1 The Licensor shall during the term of the Maintenance subscription provide the Licensee with Maintenance. Additional terms governing the provisioning of Maintenance may apply in accordance with the Supplemental Maintenance Terms.

2.2 Unless otherwise stipulated in the Supplemental Maintenance Terms, Maintenance is only provided for the latest version of the Software. Subsequently, the Licensor instead of providing a patch or security fix may require the Licensee to install the latest version of the Software.

2.3 The Licensor may in its discretion adapt the scope of the Maintenance to reflect the continuing development of the Software, technical advances or legal requirements. The Licensor may in its discretion stop Maintenance for any Software that has reached its end-of-life cycle.

2.4 Insofar as the Licensor offers Maintenance for the Software, all of the Licensee's Software must be covered by the Maintenance subscription. The Licensee must always have all of its installations of the Software for which the Licensor offers Maintenance (including respective subsequent additionally licensed Software) fully covered by the Maintenance subscription.

2.5 If the Licensee has acquired its Maintenance subscription through an Authorized Dealer, first line Technical Support, including assessment of the issue and using reasonable efforts to provide a suitable solution shall be provided by the Authorized Dealer. Additional support and services may also be provided separately by the Authorized Dealer and the Licensor shall not be liable to the Licensee with respect to such support and services.

3. LIMITATION OF REMEDY

3.1 The Licensee's sole and exclusive remedy for an Error is the following.

3.2 The Licensor shall through commercially reasonable efforts and within reasonable time in relation to the severity and complexity of the matter (as determined by the Licensor in its sole discretion) provide the Licensee with a Software Update or other comparable solution that resolves the Error. The Licensee shall for this purpose cooperate and provide reasonable assistance to the Licensor with investigating and resolving the Error.

3.3 The Licensee may terminate this Agreement if the Licensor has failed to resolve the Licensee's issue with the Error according to Section 3.2 within sixty (60) days from written notice of such failure was provided to the Licensor. Upon termination, the Licensee shall be entitled to a refund equal to the monthly fee paid by the Licensee for the Maintenance subscription multiplied by the number of months remaining in the current Maintenance term for the affected Software.

3.4 Additional details regarding the above rights and obligations of the Parties are included in the Supplemental Maintenance Terms.

SUPPLEMENTAL SOFTWARE AND MAINTENANCE TERMS – ICAM

VERSION 1.0

These Supplemental Software and Maintenance Terms supplement and constitute an integral part of the End-User License Agreement. These Supplemental Software and Maintenance Terms shall apply to ICAM Software and Maintenance.

Capitalized terms have the same meaning as defined in the End-User License Agreement.

1. DEFINITIONS

The following definitions shall apply whenever used with a capital initial letter:

1.1 "**Clients"** means a single stand-alone computer or other end use interface device for the use of the Software with a Licensed Server.

1.2 "**Cloud License"** means a License that is hosted on the Licensor's cloud (provided by a third-party supplier). The Licensor may in its discretion offer the Licensee a Cloud License upon request.

1.3 "**Installation Services"** means on-site services provided by Licensor to assist Licensee in installing the Software.

1.4 "**Licensor**" or "**ICAM**" means ICAM Technologies Corporation, a company registered and incorporated under the laws of Canada, having its registered business at 21500 Nassr Street, Sainte-Anne-de-Bellevue, Québec, Canada.

1.5 "**License Fee**" means the fee for the Software License and/or Maintenance.

1.6 "**Licensed Server"** means a computer designated, with a corresponding installation address, by the Licensee prior to installation of the Software, and which controls access to the Software on one or more Clients within the same country.

1.7 "**Maintenance**" shall have the same meaning as in the General Maintenance Terms.

1.8 "**Network Hop"** means a single transition of data between two network devices (e.g., routers or switches) within the communication path.

1.9 "**ICAM AI"** means the Open AI-based AI chatbot's provided by the Licensor. Provision of ICAM AI may be subject to additional conditions (e.g. purchase of Maintenance).

1.10 "**Perpetual License**" means an indefinite Software License as set out herein. Perpetual License excludes Maintenance.

1.11 "**Privacy Notice"** means the Licensor's privacy policy concerning the personal information and/or personally identifiable information controlled and processed by the Licensor in connection with the Software and Services (as updated from time to time and available at the following URL: www.vericut.com/privacy).

1.12 "**Subscription License**" means a time-limited (e.g. monthly or annual) Software License as set out herein. Subscription License includes Maintenance.

1.13 "**Training"** means training by personnel of Licensor to Licensee on the operation of the Software.

2. PERPETUAL LICENSE

2.1 A Perpetual License only provides a right to install and use the initial version of the Software for which the Licensee paid the one-time License Fee for.

2.2 Notwithstanding Section 2.1 above, if the Licensee has purchased Maintenance and the Maintenance has subsequently lapsed, the Perpetual License shall instead cover the last Software version received and installed by the Licensee as part of the Maintenance.

2.3 The Perpetual License is subject to compliance with this Agreement by the Licensee. Thus, the Perpetual License can be terminated by the Licensor in accordance with the termination provisions of the End-User License Agreement.

3. SUBSCRIPTION LICENSE

3.1 A Subscription License is automatically terminated in accordance with the End-User License Agreement upon the expiration of the license period, unless it's renewed by the Licensee prior to that. The Licensor may in its discretion refuse a renewal of a Subscription License.

3.2 The Licensor reserves the right to increase the License Fee of the Subscription License upon renewal.

4. MAINTENANCE

4.1 Maintenance is automatically terminated in accordance with the End-User License Agreement upon the expiration of the Maintenance period, unless it's renewed by the Licensee prior to that. The Licensor may in its discretion refuse a renewal of Maintenance.

4.2 The Licensor reserves the right to increase the price of Maintenance upon renewal.

4.3 If the Licensee wants to purchase Maintenance after a period of more than thirty (30) days of having no Maintenance, the Licensee must pay a late renewal fee as determined by the Licensor in its sole discretion, having taken into consideration the duration of the period that the Licensee has missed Maintenance for the Software.

4.4 Notwithstanding Section 2.2 of the General Maintenance Terms, the Licensor may in its discretion also offer Maintenance to older versions of the Software.

4.5 What is stipulated in Section 2.4 of the General Maintenance Terms shall only apply to Cloud Licenses.

5. INSTALLATION SERVICES AND TRAINING

The Licensor may upon request and at additional cost provide Installation Services and/or Training to the Licensee.

6. ADDITIONAL LICENSE LIMITATIONS AND LIMITATION OF LIABILITY

6.1 Any License granted by the Licensor to the Licensee is limited to the Licensed Servers and the number of Clients paid for the Licensed Server. A separate License and the payment of a separate License Fee is required for each Licensed Server and for each Client on which the Licensee simultaneously use the Software controlled by the corresponding Licensed Server, whether only executing from memory, over a network or stored on a hard disk or other storage device. Unless otherwise agreed to by the Parties, the Licensee is only granted a right to use the Software on a pool of up to five (5) Clients. The Software may only be actively used on one (1) Client at any given time. If the Licensee wish to use the License on more than five (5) Clients, the Licensee is required to buy additional Licenses.

6.2 The Licensee shall provide to the Licensor a notice of all locations where Clients operate from the Licensed Server. Upon request, the Licensee shall provide any additional necessary information required by the Licensor in order to verify the Licensee's compliance with this Agreement. The Licensee is authorised to access the Licensed Server solely from a Client that is located within a maximum of five (5) Network Hops from the Licensed Server.

6.3 Unless explicitly agreed to by the Licensor, the Licensee may only install and operate the Software on a Licensed Server in the designated country. If the Licensee wants to change the designated country or use the Software in multiple countries, the Licensee shall notify the Licensor and pay any uplift fees required for the proposed new country of installation and usage.

6.4 THE LICENSOR SHALL NOT BE LIABLE TOWARDS THE LICENSEE FOR ANY DOWN-TIME FOR A CLOUD LICENSE CAUSED BY A THIRD-PARTY SUPPLIER.

7. ICAM AI

If the Licensee has been provided access to ICAM AI, the Licensee accepts the additional terms of use regarding ICAM AI in Schedule 7, as updated from time to time. THE LICENSEE AGREES SPECIFICALLY THAT ICAM AI (i) IS PROVIDED "AS IS"; (ii) IS SUBJECT TO TESTING AND DEVELOPMENT; (iii) MAY CONTAIN ERRORS AND GIVE INCOMPLETE OR INACCURATE ANSWERS; and (iv) is a cloud-based solution that collects certain data from its users when used. LICENSOR WILL NOT BE LIABLE FOR OR GIVE ANY WARRANTIES OF ANY KIND (INCLUDING REGARDING PERFORMANCE, AVAILABILITY, SECURITY, FURTHER UPDATES AND QUALITY IMPROVEMENTS) RELATING TO ICAM AI AND MAY AT ANY TIME CANCEL THE ACCESS TO ICAM AI WITHOUT PRIOR NOTICE. To the extent that there is any contradiction between the provisions of Schedule 7 and the provisions of this Agreement, the provisions of Schedule 7 shall take precedence.

8. ADDITIONAL COMPLIANCE OBLIGATIONS

8.1 In addition to what is set out in Section 16.3 of the End-User License Agreement, the Licensee acknowledges that the Software, Documentation or Services are subject to US export control laws and sanction regulations including but not limited to the US Export Administration Act, 50 USC 2401- 2420, the Export Administration Regulations, 15 CFR 730-774 (EAR), the U.S. Arms Export Control Act, 22 USC 2751-2780, the International Traffic in Arms Regulations, 22 CFR 120-130 ("**ITAR**"), and the Regulations of the Office of Foreign Assets Control ("**OFAC**") of the US Treasury Department, 31 CFR 500-599. As such, the Licensee is required to comply with all applicable sanctions and export control regulations, including the EAR, ITAR, and OFAC sanctions regulations. This requirement is applied to the direct or indirect access of the Software, Documentation or Services as it relates to the Licensee and its Affiliates (incl. its subsidiaries).

8.2 The Licensee is aware that the Software, Documentation or Services may be subject to the EAR 15 CFR 730–774 if future transactions are within the destination scope of § 734.9(h)(2)(i) or (ii) and exported or reexported to or transferred within China. The Licensee has reviewed the criteria for advanced computing and semiconductors under Foreign Direct Product (FDP) rule under § 734.9(h) and attests that from the Licensor's ''knowledge'' of the item, it would be subject to the EAR if the destination criteria are met in § 734.9(h)(2)(i) or (ii). The Licensee confirms that it has conducted due diligence to ensure that the Software, Documentation or Services is used in compliance with §734.9(e) and is not used to support any designated entity.

8.3 The Licensee shall also not directly or indirectly, sell, license, export, re-export, transfer, retransfer or otherwise release or dispose of any Software, Documentation or Services for item(s) intended, entirely or in part, for (i) a 'military end use' in Belarus, Burma, Cambodia, China, Nicaragua, Russia, or Venezuela, or to any Belarusian, Burmese, Chinese, Nicaraguan, Russian, or Venezuelan 'military end user' wherever located, without obtaining the Licensor's prior written approval or (ii) end use by or to end users of the military, intelligence, national police, or "Military Intelligence End-Users", as defined in the EAR §744.22(f)(2).

8.4 The Licensee is aware that the Software, Documentation or Services items are subject to the EAR 15 CFR § 744.23 regulations on "supercomputer," "advanced-node integrated circuits," and semiconductor manufacturing equipment end-use controls for Software, Documentation or Services destined to China. The Licensee has reviewed the criteria for advanced computing and semiconductors, and certifies that prior to any sale, The Licensee will inform the Licensor in writing if the Software, Documentation or Services will be exported, reexported, or transferred (in-country) to a production facility in China where integrated circuits or advanced computing development or production takes place. In cases where the Software, Documentation or Services may be exported to a production facility where integrated circuit or advanced computing development or production takes place, the Licensor certifies that the Software, Documentation or Services will not be exported, reexported, or transferred (in-country) to a production facility in China where "advanced node" production occurs, as defined in 15 C.F.R. § 772.1 unless otherwise limited to back-end production as described at 15 C.F.R. §

744.23(a)(5), and thereby falling outside the scope of the restrictions under the EAR 15 CFR § 744.23. Regardless of actual knowledge, any suspicion or possibility that the Software, Documentation or Services will be involved in the aforementioned activities or exported to the noted production facilities in China should be communicated to the Licensor within five (5) business days.

SCHEDULE 7 - TERMS OF USE FOR ICAM AI

1. DEFINITIONS

In this Schedule 7 (the "**Terms of Use**"):

Capitalised words and phrases used, but not defined, herein shall have their respective meanings given in the EULA and:

"**Digital Assistant**"	means the Licensor's chatbot / digital assistant product(s).
"**End User**"	means the Licensee's personnel and/or representative authorised to use the Digital Assistant.
"**EULA**"	means the End User License Agreement for the Licensor's provision of Software and/or Services to the Licensee.
"**License**"	means a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to use the Digital Assistant and the Outputs.
"**Output(s)**"	means all information, outputs, data, responses, replies and other communications generated through use of the Digital Assistant.
"**Privacy Notice**"	means the Licensor's privacy policy concerning the personal information and/or personally identifiable information controlled and processed by the Licensor in connection with the Digital Assistant (as updated from time to time and available at the following URL: www.vericut.com/privacy).
"**Prompt(s)**"	means instructions, queries, prompts, and other information and/or data inputs submitted to the Digital Assistant.
"**Purpose**"	has the meaning given in Section 3.1.4.
"**Transparency Notice**"	means the Licensor's document and/or statement containing technical and functional information concerning the operation of the Digital Assistant (as updated from time to time and available at the following URL: www.vericut.com/privacy).

2. LICENSE

2.1. Subject to Section 2.2, the Licensor hereby grants the License to the Licensee.

2.2. The License is granted subject to the Licensee's strict compliance with the following conditions:

2.2.1. the Digital Assistant and Outputs may only be used or accessed:

2.2.1.1. in conjunction and/or in connection with the licensed Software;

2.2.1.2. for the Licensee's internal (*i.e.*, non-commercial) business purposes; and

2.2.1.3. where the Licensee has: (a) accepted the EULA (including all terms and conditions incorporated therein or by reference); (b) an active subscription to maintenance services (as described and/or referred to in the EULA); and (c) unconditionally accepted these Terms of Use; and

2.2.1.4. the Licensee shall (and shall ensure that all End Users shall) not use or access the Digital Assistant:

2.2.1.4.1. to request or obtain Outputs concerning or comprising machine safety advice; or

2.2.1.4.2. in breach of applicable laws, regulations, third-party rights, or any policy, instruction, and/or guideline issued by the Licensor (from time to time).

2.3. The Licensee shall not (and shall ensure that End Users shall not):

2.3.1. modify, copy, distribute, interrogate, or reverse engineer the Digital Assistant or its underlying technology or use the Digital Assistant to create (or assist another person to create) a competing product and/or solution to the Digital Assistant or related Software;

2.3.2. use any data extracting techniques (including data scraping) to access the Digital Assistant in a manner that sends more requests to the servers than a human can reasonably produce in the same period of time using a conventional online web browser;

2.3.3. use the Digital Assistant or any Outputs in a manner that infringes, misappropriates, or otherwise violates any third party's rights; or

2.3.4. enter any personal data or personally identifiable information in the free text fields available for Prompts.

3. ACKNOWLEDGMENTS AND TRANSPARENCY

3.1. The Licensee acknowledges and agrees that:

3.1.1. SECTION 4 (LIMITATIONS AND DISCLAIMERS) applies to all use of the Digital Assistant and Outputs;

3.1.2. the Digital Assistant: (a) is under continuous development; and (b) uses generative artificial intelligence systems that simulate human interaction and conversation;

3.1.3. the Digital Assistant **is not intended to be used as a safety component of a product**;

3.1.4. the Digital Assistant is an automated service that is: (a) intended to perform narrow procedural tasks; (b) designed **as an aid** to: (i) the navigation of documentation; and (ii) use (and functionality) of the licensed Software (the "**Purpose**");

3.1.5. it shall not (and shall ensure that all End Users do not) use the Digital Assistant or Output for any purpose other than the Purpose and in compliance with these Terms of Use; and

3.1.6. further information concerning the technology (including third party infrastructure, systems, and technologies) powering the Digital Assistant may be obtained through the Transparency Notice.

4. LIMITATIONS AND DISCLAIMERS

4.1. Given SECTION 3 (ACKNOWLEDGMENTS AND TRANSPARENCY), the Licensee unconditionally and irrevocably agrees that:

4.1.1. the Digital Assistant and the Output is made available by the Licensor strictly for the Purpose and on: (a) an "*as is*" and "*as available*" basis; and (b) a strict **non-reliance** basis;

4.1.2. the Licensor cannot, and does not, warrant, undertake, covenant, or represent that Outputs are complete, accurate, or fit for the Licensee's or an End User's specific requirements;

4.1.3. the Licensee assumes sole responsibility for its reliance on Outputs obtained through its interaction with the Digital Assistant and the conclusions or courses-of-action drawn from such use; and

4.1.4. the Licensor may limit and/or discontinue use and access to the Digital Assistant at its sole discretion and with or without giving prior notice (including by restricting the quantity, type and/or content of enquiries made to the Digital Assistant and Outputs drawn from use of the Digital Assistant).

4.2. Except if, and to the extent, binding applicable law requires otherwise:

4.2.1. the Licensor makes the Digital Assistant and Outputs available without any warranties or guarantees of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, security, or non-infringement; and

4.2.2. the Licensee is solely responsible for any damages or liabilities arising from its (or an End User's) use of the Digital Assistant or Output.

4.3. For the avoidance of any doubt, the Licensor is not under an obligation to make available, update, maintain, correct any errors or bugs or in any way improve the Digital Assistant and makes no representation whatsoever about the quality, availability, security, or Output of the Digital Assistant.

4.4. IN ALL CASES, THE LICENSEE AGREES THAT LICENSOR AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND PARTNERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES OF ANY KIND, ARISING OUT OF OR RELATING TO LICENSEES USE OF OR INABILITY TO USE THE DIGITAL ASSISTANT, OR ANY DATA OR INFORMATION PROVIDED BY OR OBTAINED FROM THE DIGITAL ASSISTANT (INCLUDING OUTPUTS), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSEE OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

5. PROMPTS

5.1. The Licensee:

5.1.1. is responsible for all Prompts submitted to the Digital Assistant by End Users (including the quality, sufficiency, completeness, and accuracy of Prompts);

5.1.2. acknowledges and agrees that the quality and content of Outputs is dependent on the quality and content of the Prompts;

5.1.3. warrants, represents, undertakes, and covenants to the Licensor that it has all licenses, permissions, and/or consents necessary to submit the data and/or information contained in the Prompts;

5.1.4. shall procure:

5.1.4.1. that each End User is presented with, or informed of the existence and location of, the Privacy Notice;

5.1.4.2. each End User's compliance these Terms of Use (and, in particular, the obligations set out under Sections 2.2.2 and 2.3);

5.1.4.3. that End Users do not submit Prompts to the Digital Assistant containing confidential and/or commercially sensitive information (including personal data and/or personally identifiable information).

6. PRIVACY AND DATA

6.1. The Licensee acknowledges and agrees that the Licensor (or other members of the Sandvik Group) may:

6.1.1. in connection with the provision and development of the Digital Assistant and with respect to personal data and/or personally identifiable information, collect and process such personal data and/or personally identifiable information in accordance with, and as described in, the Privacy Notice; and

6.1.2. with respect to all other data and/or information submitted to the Digital Assistant (*e.g.*, in a Prompt), use such data and/or information for its lawful business purposes including as follows:

6.1.2.1. making the Digital Assistant functional and available for use in accordance with these Terms of Use;

6.1.2.2. providing support to the Licensee;

6.1.2.3. verifying compliance with these Terms of Use;

6.1.2.4. planning and implementing improvements to the Digital Assistant and Software;

6.1.2.5. enabling scalability planning and performance monitoring activities to be carried out;

6.1.2.6. evaluating adoption rates and the success of new features and releases of the Digital Assistant and/or Software;

6.1.2.7. creating training data or training the Digital Assistant or other products and/or services; and

6.1.2.8. evaluating current and future performance of the Digital Assistant or related Software.

6.2. Further information concerning the Licensor's use of collection and use of data submitted to, or generated by or through use of, the Digital Assistant is contained in the Transparency Notice (including the descriptions of the third-party infrastructure and technologies used to power the Digital Assistant.

7. OUTPUTS

7.1. Given that the content, data, and/or information contained in the Outputs derives from intellectual property rights and/or confidential information belonging to the Licensor (and its licensors), the Licensor reserves all rights in, and title to, the Outputs (including all intellectual property rights in the same).

7.2. As between the Parties, the intellectual property rights in the Outputs shall vest in the Licensor immediately on creation and if such intellectual property rights do not, as a matter of applicable law, vest in the Licensor immediately on creation then the Licensee hereby: (a) holds such intellectual property rights on trust for the Licensor; and (b) assigns (and shall ensure that End Users assign) or shall take all necessary steps to assign all intellectual property rights in the Output to the Licensor.

7.3. Outputs are licensed for use for the Purpose and in accordance with these Terms of Use under Section 2.

8. INDEMNITY

The Licensee agrees to indemnify, defend, and hold harmless the Licensor and its Affiliates, and their respective officers, directors, employees, agents, licensors, suppliers, and partners, from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees, including reasonable attorneys' fees, arising out of or relating to your use of or inability to use the Digital Assistant, or any data or information provided by or obtained from the Digital Assistant (including Outputs), or any violation of these Terms of Use, the EULA, or any applicable laws or regulations by the Licensee or anyone using the Licensee's account or credentials (including all End Users).