

Dalke Scientific Software Source Code License Agreement For a Single-Site Internal Use

(Version 2, 10 July 2024)

This **Dalke Scientific Software Source Code License Agreement** (the “Agreement”) is made and entered into as of the Effective Date (the earlier of the date of purchase of the software or the date of receipt of the software) between Andrew Dalke Scientific AB, a Swedish company whose registered office is at Storgatan 50, 461 30 Trollhättan, Sweden (“Dalke Scientific”) and Customer.

RECITALS

WHEREAS, Dalke Scientific agrees to license Software to the customer and its Affiliates, and

WHEREAS, the Customer is desirous of obtaining a license to Use such Software.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound agree as follows:

DEFINITIONS

“**Affiliate**” shall mean any corporation or other business entity controlling, controlled by or under common control with the Customer or Dalke Scientific from time to time and, for the purposes of this definition, “control” shall mean direct or indirect ownership of (i) fifty per cent (50%) or more of the voting securities or voting interest in such corporation or other entity; or (ii) fifty per cent (50%) or more of the interest in the profit or income in the case of a business entity other than a corporation; or (iii) in the case of a partnership, any other comparable interest in the general partner.

“**Agreement**” shall mean this Dalke Scientific Source Code License Agreement including all appendices and exhibits hereto.

“**Contract Document**” shall mean the separate contract document or agreement that may have been entered into between Dalke Scientific and Customer, physically or digitally, which among other things includes this Agreement by reference and where the parties agree on the License Fee.

“**Contract Fees**” shall mean fees agreed between Dalke Scientific and the Customer, which without limitation includes the license fees.

“**Customer**” shall mean the contracting party to this Agreement other than Dalke Scientific.

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“**Software**” shall mean software programs leased or sold by Dalke Scientific.

“**Supporting Materials**” shall mean all documentation, source code, example code and data files that accompany the Software.

“**Platform**” shall mean a combination of specific versions of microprocessor, operating system and associated libraries and compilers, network software and any other third party hardware, software or mechanism that is required for the Software to function.

“**Use**” shall mean to install, access, load, store, copy, transmit and run (including but not limited to testing and back-up purposes).

“**Single geographical site**” shall mean that the people who cause the software to be used are primarily located at the geographic location where the Software is delivered, as well as contiguous or closely located buildings of the Customer’s organization. This geographical restriction does not apply to the hardware or the physical location of the processing. The Software may be used off-site (including but not limited to cloud hosting, employee laptops, and backup media) provided that such use is not expressly prohibited by this agreement.

GRANT OF RIGHTS

Dalke Scientific hereby grants to Customer, subject to the terms and conditions of this Agreement, a nontransferable (with no right to sublicense) non-leasable and non-exclusive license to Use the Software and Supporting Materials for the sole purpose of processing the work of Customer's own internal business. Customer may not use the Software to process the work of any third party. The people who cause the Software to be Used must be located at a Single geographical site. The license to Use includes the right to modify the Software and the Supporting Materials as needed to adapt the Software for the license purpose above. Further, the license may be limited in time if set out in the Contract Document, and is only valid if the agreed license fees are paid.

FEE

Customer shall pay to Dalke Scientific the Contract Fees in accordance with the payment terms set out in the Contract Document. Late payment shall carry interest according to the Swedish Interest Act or other applicable Interest Act.

DELIVERY

The Software shall be delivered electronically.

PROPERTY PROTECTION OF LICENSED SOFTWARE

The Software, documentation, and Supporting Materials and all worldwide intellectual property rights therein are the sole and exclusive property of Dalke Scientific and/or its suppliers. Except to the limited extent required for customer to use the Software pursuant to the license expressly granted above, nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license in any of Dalke Scientific's existing or future patents. No title or ownership rights to the Software or Supporting Materials are transferred to the Customer by this Agreement, but shall remain with Dalke Scientific and/or its suppliers. All rights not expressly granted by Dalke Scientific under this agreement are reserved by Dalke Scientific.

WARRANTIES AND DISCLAIMER OF WARRANTIES

Dalke Scientific hereby undertakes and warrants that; a) it has the right to grant a license for the Use of the Software according to the terms of this agreement; b) For the ninety days following the delivery (the “Software Warranty Period”), the software will perform substantially in accordance with the specifications described in the manual, when properly operated on the designed Platform.

Except as expressly set forth in this section, Dalke Scientific makes no other warranties, express, implied or statutory, regarding the software or services, and expressly disclaims all implied warranties of merchantability, non-infringement, title and fitness for a particular purpose. Neither Dalke Scientific nor its suppliers warrant that the software or any services performed hereunder will be free from defects. Customer acknowledges that it has relied on no warranties other than the express warranties in this agreement.

LIMITATION OF LIABILITY

In no event will Dalke Scientific aggregate liability to customer or any third party for any losses or damages that arise out of the exercise, performance or breach of this agreement, whether in contract, tort or other form of action, exceed the total fees paid to Dalke Scientific under this agreement for the software and/or service that is subject of the claim. In no event shall Dalke Scientific or its suppliers be liable for any indirect, special, incidental, exemplary or consequential damages, including but not limited to, lost profits, loss of goodwill, data loss, business disruption or computer failure. Customer acknowledges that the Contract Fees reflect the allocation of risk set forth in this agreement and that Dalke Scientific would not enter into this agreement on the terms hereof without these limitations on its liability.

NON-DISCLOSURE

Customer acknowledges and agrees that the Software, its structure, organization, source code, related documentation, service proposals and pricing are valuable and proprietary trade secrets of Dalke Scientific. Dalke Scientific acknowledges and agrees that it may receive or have access to information of Customer that Customer considers valuable and proprietary, that is not generally known by third parties, and that is designated in writing as confidential or proprietary, or if disclosed orally is confirmed in writing as confidential within thirty (30) days of such disclosure. Each of the foregoing is "Confidential Information". Each party shall (i) maintain the confidentiality of the other party's Confidential Information, using, at a minimum, the same safeguards afforded its own confidential, proprietary trade secrets, but in no event less than reasonable care.

The term "Confidential Information" shall not include (i) information which is or comes into the public domain other than through breach by the receiving party of this Agreement; (ii) information demonstrably in the receiving party's possession prior to receipt thereof from the other party; (iii) information demonstrably received by the receiving party from third parties without any obligation of confidentiality; and (iv) information which the receiving party is under an obligation to disclose under any statute, ordinance, court order, rules of a stock exchange or the like.

The obligations of this section shall survive termination of this Agreement or any license granted hereunder.

ASSIGNMENT OF THE AGREEMENT

Customer may not in wholly or partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of the Dalke Scientific.

NOTICES AND LANGUAGE

Any notice and other communication concerning application of the agreement to be given by a party under this Agreement (hereinafter called a Notice) shall be in the English language and deemed to be valid and effective if personally served on the other party or sent by registered prepaid airmail or e-mail to the addresses given in the recitals or as later amended.

A Notice shall be deemed to have been given (i) in the case of personal service: at the time of service; (ii) in the case of prepaid registered mail: at the latest seven days after the date of mailing; or (iii) in the case of e-mail: on the date the e-mail is sent, provided receipt is duly confirmed by the other party.

Changes of address are to be notified as set out in this provision.

ENTIRE AGREEMENT

This agreement together with its attached Appendices, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement whether written or oral. No modification of claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by authorized representatives of the party against whom such modification or waiver is sought to be enforced.

DISPUTES AND GOVERNING LAW

Disputes arising from this Agreement shall be finally settled in a general court of law with the District Court of Vänersborg, Sweden, as court of first instance.

The Agreement and all the terms, provisions and conditions of this Agreement and all questions of construction validity and performance hereunder shall be governed by the substantive laws of Sweden.

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