



# Maven User Agreement

User Agreement for Maven Wireless Service Desk

ID: SU2204-001 Revision: A2

Class: Confidential,

Date: 2022-10-25

## **1 SCOPE OF AGREEMENT**

- 1.1 This User Agreement is made by and between Maven Wireless Sweden AB (publ), a company incorporated under the laws of Sweden with Corp. Id. No SE559065-6384 with its registered office at Torshamnsgatan 39B, SE 164-40 KISTA, Sweden - below referred to as “Supplier”.
- and the registered user referred to as “Customer” effective on the date the site registration is completed with the following terms and conditions:

## **2 MAVEN SERVICE DESK CUSTOMER PORTAL SERVICE**

- 2.1 The Supplier provides Maven Wireless Service Desk Portal (Customer Portal) to allow convenient and secure access via web browser to our support portal for logging support/RMA tickets and to access Maven’s Knowledge Database, which may include confidential documents created by the Supplier.
- 2.2 The Supplier reserves the right to decide what kind of documents can be uploaded or viewed on the Customer Portal.
- 2.3 The Customer Portal is offered to the Customer conditioned on the Customer’s acceptance of the terms, conditions and notices contained herein. By using the Customer Portal, you agree to these terms and conditions.
- 2.4 If you are not a Customer or authorised employee of the Supplier, any use in the Customer Portal is prohibited. The Supplier may modify, suspend, or discontinue the use of the Supplier’s Customer Portal, including the availability of any portion of the content at any time, without notice or liability.
- 2.5 The Customer Portal provides the Customer and the Supplier with access to information displayed on the Customer Portal for registration of support and RMA tickets, download of SW updates and upgrades and access to Maven’s Knowledge Database.
- 2.6 Customer agrees and acknowledges that the Customer Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures. The Supplier shall not be responsible for any error, omission, interruption, deletion, defect, theft or destruction, or unauthorised access to the Customer Portal.
- 2.7 The Supplier is not responsible for any technical malfunctions of any telephone or fibre network lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail to be received by the Supplier on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your computer or peripherals related to downloading of any materials from the Customer Portal.

- 2.8 Using the Customer Portal and its related services requires the use of a password and a user name for a personal account, shared account is not allowed unless approved by Supplier. The confidentiality of your password and account is Customer's responsibility.
- 2.9 Any activities that occur under Customer accounts are the Customer's responsibility. The Customer agrees to notify us immediately of any unauthorised use of the Customer's account or any other breach of security. The use of another person's username and password is expressly prohibited. User activity might be logged.
- 2.10 The Supplier is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access (and use) the Customer Portal using your username or password.
- 2.11 Customer shall assure that any protected data, which comes into its possession through the use of the Customer Portal, is not transmitted to any unauthorised person. In partial consideration of the opportunity to access the resources of the Customer Portal concerning your account, you agree to maintain the strict confidentiality of access of the Customer Portal and its data to you and your authorised employees and to indemnify and hold harmless the Supplier and its officers, shareholders, employees, their heirs, and successors and assigns from and against any and all claims, actions, demands, losses, damages, judgments, costs and expenses, including without limitation, reasonable attorneys' fees and liabilities of every kind which may arise from your or your employees' use of the Customer Portal or because of violation of these terms and conditions of use.
- 2.12 The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Customer Portal are registered and common law trademarks of the Supplier or the Platform Provider. Nothing contained on the Customer Portal should be construed as granting, by implication, or otherwise, any licence or right to use any of the Trademarks displayed on the Customer Portal without the written permission of the Supplier. Your use of any of the Trademarks displayed on the Customer Portal or displayed on any content on the Customer Portal is strictly prohibited. You should assume that everything you see or read on the Customer Portal is copyrighted and is a trade secret and may not be used except as provided in these terms and conditions of use or in the text on the Customer Portal without the written permission of the Supplier or its suppliers.
- 2.13 You may terminate the use of your Customer Portal at any time by contacting the Supplier. You will receive confirmation that access to your Customer Portal and your stored documents has been terminated.

- 2.14 This Agreement and the services contemplated by it may be terminated by either the Supplier or Customer at any time or as otherwise agreed.
- 2.15 You are prohibited from using the Customer Portal to damage, disable, or overburden the Supplier's servers or network or impair the Customer Portal or interfere with any other party's use of the Customer Portal. Hacking, password mining or any other means to gain unauthorised access to the Customer Portal, Customer Portal accounts, computers or network is prohibited. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law is also prohibited. The Supplier will fully cooperate with any law enforcement authorities or court order requesting or directing the Supplier to disclose the identity of anyone posting any such information and materials.

## **9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Software is proprietary to Supplier or its third party licensors, as applicable, and no intellectual property rights or other proprietary rights thereto are transferred to Customer or its customers or End Users by reason of this Agreement.
- 9.2 All and any intellectual property rights or proprietary rights to any results of Services carried out hereunder shall accrue to Supplier. Any use of material proprietary to Supplier is subject to the licence terms and conditions set forth in the separate Supply Agreement entered into between the Parties or otherwise in the applicable general terms and conditions of Supplier and its third party licensors respectively.
- 9.3 The provisions of this Section 9 shall survive termination and remain in full force and effect notwithstanding termination of this Agreement.

## **10 CONFIDENTIALITY**

- 10.1 From time to time during the performance of this Agreement, a Party (the "Disclosing Party") may deem it necessary to disclose information it considers confidential to the other Party ("the Receiving Party"). The Receiving Party agrees to treat as confidential all and any information, including without limitation information relating to production plans and forecasts, marketing plans, product roadmaps, R&D activities, software, financial plans or data, product designs, product pricing, business opportunities, information regarding third party customers or partners or other types of information, which have been or may in the future be provided or disclosed to it by or on behalf of the other party (below referred to as "the Disclosing Party"), orally or in writing, by reason of the Purpose (below referred to as "Confidential

Information"). The following type of information shall not be deemed as Confidential Information within the meaning of this agreement:

- i Information which the Receiving Party can show was in the public domain at the time of disclosure or has become, after disclosure, part of the public domain, for other reason than by violation of this Agreement by the Receiving Party;
- ii Information which the Receiving Party can show has been disclosed to the Receiving Party by a third party without restriction on disclosure, provided that such information was not directly or indirectly received from the Disclosing Party under an obligation of non-disclosure or;
- iii Information which the Receiving Party can show was otherwise already lawfully in the Receiving Party's possession at the time of disclosure; or
- iv Information which the Receiving Party can show has been independently developed by the Receiving Party.

10.2 The Receiving Party undertakes to treat Confidential Information of the Disclosing Party as confidential and to not, without the explicit prior written consent of the Disclosing Party, permit the Confidential Information to be:

- i. used for any other purpose than for the which it was disclosed hereunder;
- ii. disclosed, disseminated or distributed to other than those of its employees (including employees of parent, subsidiary and affiliate companies), officers or agents who have a direct need to know and/or access such Confidential Information for the purposes for which it was disclosed hereunder and only provided that they, further, acknowledge the confidential nature of the Confidential Information;
- iii. disclosed, disseminated or distributed to any third parties (excluding parent, subsidiary and affiliate companies subject to ii) above) without the express consent of the Disclosing Party - the consent which shall not be unreasonably withheld or delayed to the extent such disclosure is necessary for the purposes for which the Confidential Information has been disclosed - and, upon such consent, only subject to a written commitment of non-disclosure in all material respects corresponding to that set forth in this Agreement; or
- iv. copied or otherwise be reproduced except as may be necessary for the purposes for which it was disclosed.

- 10.3 The obligation of non-disclosure above shall not extend to Confidential Information which the Receiving Party is required to disclose following a mandatory order of a court or public authority (including without limitation any securities exchange body) or mandatory provisions of law, provided that the Receiving Party has first notified the Disclosing Party thereof in order to allow the Disclosing Party to file a request for a protective measures with respect to its Confidential Information, but the Disclosing Party has failed to do so within reasonable time or such request has been rejected by the relevant body requesting disclosure of the Confidential Information.

The Disclosing Party acknowledges that if the Receiving Party is a listed company, the Receiving Party may be obligated to disclose, without delay, certain information to the market in accordance with applicable, mandatory rules for listed companies. To the extent such mandatory disclosure may encompass Confidential Information of the Disclosing Party hereunder, the Receiving Party shall limit any such disclosure to information which is required to be disclosed under such rules and shall inform the Disclosing Party with respect to any such disclosure.

- 10.4 The provisions of this Section 10 shall survive termination and remain in full force and effect notwithstanding termination of this Agreement.

## **11 LIMITATION OF LIABILITY**

- 11.1 Supplier is not responsible for such Errors referred to in Section 1.5 above or otherwise for the effects of such circumstances set forth therein. Further, Supplier's maximum liability under this User Agreement shall be limited to Support Fees paid by Customer hereunder during the preceding calendar year.
- 11.2 Neither Party shall be liable under this User Agreement for any indirect, incidental, special or consequential damages whether or not the possibility of such damages could have been reasonably foreseen. For the purpose of this User Agreement, indirect, incidental, special or consequential damages shall include, but not be limited to, loss of production, loss of use, loss of business, loss of investment, loss of revenue or profit, loss of goodwill and loss of data.
- 11.3 Neither Party shall be liable for any failure or delay in performance under this Agreement (excluding delays in payment of money due and payable hereunder) to the extent said failures or delays are caused by circumstances beyond that Party's reasonable control and occurring without its fault or negligence, including such circumstances attributable to suppliers and other subcontractors of the said Party, to substantially meet its performance obligations under this Agreement ("Force Majeure"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

- 11.4 Force Majeure events include, but are not limited, to fires, explosions, accidents, sabotage, natural disasters (such as earthquakes, flooding and severe weather-conditions), epidemics, wars or revolutions, acts of governments or regulatory bodies, riots, strikes and other labour disputes and general shortages of supply. In case of an event of Force Majeure, the affected Party shall promptly notify the other Party in writing and furnish all relevant information thereto and the Parties shall co-operate in appropriately handling the situation.
- 11.5 For the avoidance of doubt, it is expressly stated that Customer is entirely responsible for making necessary back-up copies of software and data contained in or handled by the Product(s), including the storage of data media.

## **12 AGREEMENT TERM AND TERMINATION**

- 12.1 This User Agreement shall enter in effect from the Effective Date and shall remain in effect until either Party terminates it earlier in accordance with the provisions below. At the end of the Initial Term, 12 months from the date this Agreement comes into force this User Agreement shall be converted to a Maven Wireless Support Agreement, which will be offered by the Supplier ninety (90) days before the expiry.
- 12.2 Further, either Party may terminate this User Agreement in writing with immediate effect should:
- i the other Party goes into liquidation, enters into composition proceedings with its creditors, makes a general assignment for the benefit of creditors or otherwise be deemed to be insolvent under applicable law .
- 12.3 Following termination of this User Agreement, Customer shall return to Supplier - or, upon Supplier's express request, destroy - without undue delay any material in its possession that is proprietary to Supplier or its third party contractors, as the case may be.

## **13 MISCELLANEOUS**

- 13.1 This User Agreement constitutes the entire agreement between the Parties with respect to the subject-matter hereof and replaces any and all prior correspondence, agreements and understandings between the Parties regarding such subject-matter. This User Agreement may only be changed by written agreement between the Parties.
- 13.2 Except as may be expressly stated herein, neither Party may transfer rights or obligations under this User Agreement to a third party without the consent of the other Party, the consent which shall not be unreasonably delayed or

withheld. Notwithstanding this, however, Supplier may transfer this User Agreement or rights or obligations under it to another entity within its company group.

- 13.3 The terms, conditions, and covenants of this User Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this User Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.
- 13.4 The Parties shall at all times be deemed as independent contractors. For the avoidance of doubt it is expressly stated that Customer may in no respect represent Supplier or enter into any agreement or other commitment on its account vis-à-vis any third party, including without limitation any of its customers or any End User.

#### **14 APPLICABLE LAW**

- 14.2 This User Agreement shall be governed by Swedish law.

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