



END USER LICENSE AGREEMENT

This Cybertronics End User License Agreement (“**EULA**”) is made, between Cybertronics AS, a private limited company incorporated under the laws of Norway, with Company registration number 918.106.162 and having its principal place of business at Solheimgata 11, 0267 Oslo, Norway (“**Cybertronics**”) and the "**End User**".

In consideration of the mutual covenants and agreements contained in this EULA, the parties agree as follows:

1 DEFINITIONS

- (a) “Agreement” shall be a term interchangeable with EULA.
- (b) “License” means the End User’s access and permission to use the Software issue Cybertronics.
- (c) “Software” shall mean the software products that are offered by Cybertronics from time to time under perpetual licenses, and any of its updates or upgrades thereto.
- (d) “Authorized End-User” means any Natural person using Cybertronics Products who has been issued Security Credentials.
- (e) “Security Credentials”, means a license code to access the cloud service, issued to End Users, following Digital Acceptance of the EULA.
- (f) “Unauthorised End-User”, means any natural person who is making use of any Cybertronics Products who: i) purchased the license from a third party; or ii) is using the Cybertronics Products without Security Credentials issued by Cybertronics.
- (g) “Digital Acceptance” the act of reading and accepting the document wholly and its covenants, obligation rights as they are. Downloading the Cybertronics Software implies Digital Acceptance” of the EULA terms.
- (h) “Personal Data” information that the End User will submit after download, which Cybertronics will evaluate and process to create Security Credential.
- (i) “Company Data” any and all information End User shares with Cybertronics of Legal Persons.
- (j) “Cybertronics Products” shall mean any and all products and services by Cybertronics from time to time, including Demo Cybertronics Products and Paid Cybertronics Products.
- (k) “Demo Cybertronics Products” shall mean any and all products and services by Cybertronics from time to time, which do not requirement payment for functioning.
- (l) “Paid Cybertronics Products” shall mean any and all products and services by Cybertronics from time to time, which require payment for its full use.
- (m) “Device” means a Desktop Computer or Laptop compatible for the functioning of the Soft-



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ware.

- (n) “Download/Downloading” is the act of saving the software into a suitable Device’s memory, **DOWNLOADING THE SOFTWARE DOES NOT GRANT THE END USER A LICENSE.**
- (o) “Improper Use”, acts identified in this EULA in section 5.6 which will result in a material breach to the EULA and termination of License without notice.
- (p) “Payment” will mean the moment in which Cybertronics receives the full amount of money specified in the Service Agreement.
- (q) “Service Agreement” is an integral part of this Agreement, containing Purchasing Terms and Conditions.

2 GRANTS OF RIGHTS

- 2.1 Following Personal Data submission, and account approval Cybertronics grants the End User a nonexclusive License to use the Cybertronics Products.
- 2.2 For paid Cybertronics Products the License will deem granted once complete Payment for initial term as specified in the Service Agreement is made. For the avoidance of doubt, End User’s failure to pay any such amount shall or if for any, and all reasons beyond the control of Cybertronics the payment is not complete, Cybertronics may and will terminate the Agreement and License, without notice.
- 2.3 This is a non-transferable License, End User may not assign this Agreement to other natural nor legal persons, without the written consent of Cybertronics. If Cybertronics provides a written consent to transfer this Agreement, the new contracting Party shall assume all of the contractual obligations of the at the time of actual License Term.

3 LICENSE TERM

- 3.1 The License Term will begin as of the Effective Date:
 - (a) for Demo Cybertronics Products, upon Digital Acceptance of this EULA.
 - (b) for Paid Cybertronics Products as specified on the Service Agreement, upon completion of the Payment.
- 3.2 Unless stated otherwise in the Service Agreement, or specified by Cybertronics to End User in writing, the initial License Term will be of one one year.

4 PRODUCTS PRICES

- 4.1 The Service Agreement shall include all chargeable amounts, for all the Paid Cybertronics Product Prices.



5 PRODUCT USAGE

- 5.1 Cybertronics will provide Security Credentials to the End User:
- (a) for Demo Cybertronics Products, following Digital Acceptance of this EULA;
 - (b) for Paid Cybertronics Products following complete Payment;
- for the License Term and following approval by Cybertronics, subject to a successful submission of Personal Data by the End User. The issuance of Security Credentials serves as an approval to use Cybertronics Products.
- 5.2 The End User agrees to take all necessary steps to ensure that unauthorized access to any Cybertronics Product is prevented and that the Security Credentials are not disclosed to anyone that is not an Authorized End User. The End User shall inform Cybertronics by contacting Cybertronics immediately if the Security Credentials are compromised in any way.
- 5.3 The End User Shall ensure at all times the security measures within the End User's control are such as to ensure the security and safekeeping of all the information and the use of Cybertronics Products.
- 5.4 The End user will be responsible during the term of this EULA for the maintenance of all infrastructure and updating the software when needed, required by for the functioning of Cybertronics Products.
- 5.5 Cybertronics shall have the right to suspend the End User's access to Cybertronics Products where and if instructed by a regulator, court or otherwise required by operation of law, where necessary to enable Cybertronics to carry out maintenance or repairs to the Cybertronics Products.
- 5.6 End User agrees that it shall not do any of the following when using Cybertronics Products, the following will be deemed as improper use of software:
- (a) attempt to decrypt or de-obfuscate Cybertronics Products or communication processes;
 - (b) reverse engineering of Cybertronics Products;
 - (c) attempt to break, damage, create faults into Cybertronics Products;
 - (d) use the Cybertronics Products for any purposes which might breach any Laws, Regulations, Treaties, or may intend on doing any of the previously mentioned; and
 - (e) any act which Cybertronics may deem to be similar as the above mentioned, or may consider to be improper, under its own discretion.
- 5.7 Any breach of this section by the End User would constitute in a material breach of the EULA. If it comes to Cybertronics' attention that the End User has committed any of the Acts labeled as Improper Use of Cybertronics Products as identified in section 5.6 then End User shall immediately take any such corrective action as Cybertronics may request, or Cybertronics may immediately suspend or terminate this Agreement and License.



6 INTELLECTUAL PROPERTY

- 6.1 The End User shall not have the right to modify, translate or reserve code any of the Cybertronics Software Products, or prepare derivate works thereof unless approved in writing by Cybertronics.
- 6.2 Cybertronics hereby reserves all rights not specifically granted herein to the End User.
- 6.3 This EULA does not transfer End Users any rights of ownership of any of Cybertronics' patents, copyrights, industrial design rights, or knowhow ("**Cybertronics IP**"). End User shall not; (a) take any action or make any registration that would otherwise convey or grant an interest in Cybertronics IP, (b) contest or take any action to contest Cybertronics 's ownership of Cybertronics IP, (c) attempt to register and Cybertronics IP without prior consent of Cybertronics, (d) use or attempt to register any Cybertronics IP in any other jurisdictions as their own Intellectual Property
- 6.4 Cybertronics shall have and retain sole ownership or the trademarks, service marks, trade names and logos used by Cybertronics in connection with all the Cybertronics Products ("**Cybertronics Marks**") including the goodwill pertaining thereto. The End User acknowledges and agrees that is has no rights in the Cybertronics Marks, and that is has paid no consideration for the use of any Cybertronics Marks. End User will use Cybertronics Products for their own coding solutions, if any such coding solutions are commercially used, no Cybertronics Marks shall be used for any promotional purposes unless with the written consent from Cybertronics.
- 6.5 The End User, shall promptly notify Cybertronics of: (a) any claims, allegations or notification that any Intellectual Property belonging to Cybertronics may or will infringe any patent, copyright, trademark or other intellectual property right of any other natural or legal persons; (b) any determination or discover that any natural or legal person is or may be infringing any patent, copyright, trademark or other intellectual property right belonging to Cybertronics; and (c) any failure of an End User to abide by the these terms will result in immediate EULA Termination.
- 6.6 No other natural or legal person is licensed, authorized or has been given the permission to sell and/or grant Licenses to End Users for any and all Cybertronics Products. Any:
- (a) Natural persons making use of Cybertronics Products purchased by any other third party, will be deemed as an Unauthorized End User and will be considered an infringement of Cybertronics IP rights, out with any remedies offered by courts of law, compensation and/or injunction would be appropriate forms of remediation if any Natural Person breaches this clause.
 - (b) Legal and Natural Persons other than Cybertronics AS, attempting to, selling or granting licenses of any and all Cybertronics Products will be in breach and will be infringing Cybertronics ' IP Rights, out with remedies offered by courts of law, any compensation and/or injunction as deemed fit by Cybertronics would be appropriate forms of remediation for infringement of this clause.



7 COMPLIANCE

- 7.1 End User represents and warrants that all statements and other information provided by the End User during Cybertronics' due diligence assessment of the End User, compliance history and practices were accurate on this Agreement's Effective Date and during the contractual term.
- 7.2 End User hereby represents, warrants and covenants that:
- (a) End User and/or its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants and representative will perform all of their obligations under this Agreement in compliance with all applicable laws, statutes, rules, regulations ordinances and government directives, namely and including without limitation the laws of the Kingdom of Norway and the laws of the country in which the End User is established or resides ("**Laws**").
 - (b) End User and/or its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants and representatives shall not take any action that would cause a violation of the Laws;
 - (c) End User and/or its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants and representatives shall not, directly or indirectly, offer or furnish any bribes, kickbacks, payments, compensation, gifts, service or anything else of value in connection with or related to any activity or payment under this Agreement, except for the nominal cost of routine business entertainment of such person in the ordinary course of business;
 - (d) End User shall immediately notify Cybertronics of any request that the End User and/or its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants and representatives receives in relation to Cybertronics Products to take any action that might constitute a violation of the laws of the the applicable laws of any other jurisdiction, including without limitation the Laws;
 - (e) End User shall not use fictitious, inflated, duplicate, anonymous, inadequate, unrecorded or otherwise false accounts, transfers, records, reports, documents or bookkeeping; when submitting any Personal Data, during the due diligence procedure.
- 7.3 End User covenants that: (a) all representations and warranties in this section 7 will remain true and accurate during this Agreement's term; and (b) End User will immediately notify Cybertronics if there is any change in End User's control or ownership. In the event it should come to Cybertronics attention that End User has engaged or is engaging in any activity which Cybertronics reasonably believes to be in violation of this section 7, End User shall immediately take any such corrective action as Cybertronics may request, or Cybertronics may immediately suspend or terminate this Agreement.
- 7.4 During this Agreement's term, End User shall cooperate in any Cybertronics audit of End User's compliance with its obligations under this section 7. Cybertronics shall determine, in its sole discretion, the scope, method, nature and duration of any such audit.
- 7.5 End User shall defend, indemnify and hold Cybertronics harmless from and against all claims, demands, causes of action, expenses, losses, damages, costs, fees, royalties, penalties, attor-



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ney's fees, court costs, and liabilities arising out of any breach of this section 7 Section.

- 7.6 Any breach, default or violation of this section 7 shall constitute a material breach of this Agreement. In the event of any breach or default under this section 7, Cybertronics may, in addition to all other available remedies, immediately terminate this Agreement.

8 WARRANTIES

- 8.1 Cybertronics warrants all Cybertronics Products only to the extent expressed in this EULA. This warranty is void if End User modifies the delivered software.
- 8.2 End User agrees to defend, indemnify and hold Cybertronics harmless against any and all claims by any third parties whatsoever arising through End Users own actions and direct use of Cybertronics Products.
- 8.3 CYBERTRONICS PRODUCTS ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND TO THE EXTENT PERMITTED BY LAW, CYBERTRONICS DISCLAIMS ALL WARRANTIES, CONDITIONS GUARANTEES, REPRESENTATION AND STATEMENTS WITH RESPECT TO FULL FUNCTIONALITY OF CYBERTRONICS PRODUCTS.
- 8.4 EXCEPT AS STATED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ALL SOFTWARE, SERVICES AND RELATED MATERIALS TO BE SUPPLIED UNDER THIS AGREEMENT. CYBERTRONICS DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8.5 LIMITATION OF LIABILITY. IN NO EVENT SHALL CYBERTRONICS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFIT, INTERRUPTION OF BUSINESS, LOST OR DAMAGED DATA OR CLAIMS AGAINST END USER, PROSPECTIVE END USERS, CUSTOMERS, OR END USERS BY ANY THIRD PARTY, REGARDLESS OF THE NATURE OF THE CLAIM RAISED, EVEN IF CYBERTRONICS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. IN NO EVENT SHALL CYBERTRONICS' CUMULATIVE LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE NET REVENUE RECEIVED BY CYBERTRONICS UNDER THIS AGREEMENT.
- 8.6 This EULA shall be governed by, interpreted, and enforced in accordance with the substantive laws of the Kingdom of Norway. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded from application.

9 CONFIDENTIALITY / PRIVACY

- 9.1 End User shall maintain the confidentiality of all business information, Cybertronics product pricing, Cybertronics technology and confidential documents, including but not limited



to agreements, business plans, software, price books and related documentation, technical documentation, and other information which is not publicly available. End User obligations hereunder shall survive termination of this Agreement, but shall exclude information that is or becomes part of the public domain through no act or omission of the End User. End User recognizes out with any remedies offered by courts of law, compensation and/or injunction would be appropriate forms of remediation is End User breaches this clause.

- 9.2 Cybertronics warrants to storage, maintain and process all submitted Personal Data, or Company Data, with the adequate Information and Technology industry standards. Cybertronics further warrants to maintain the confidentiality of all Personal Data or Company Data submitted by End Users.

10 TERMINATION

- 10.1 Either party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement at any time:
- (a) if a Party is in material or persistent breach of any of its obligations under this EULA and either that breach is incapable or remedy under specific performance, or the Party shall have failed to remedy that breach under specific performance, within thirty (30) days after receiving written notice requiring it to remedy that breach;
 - (b) if a Party is unable to pay its debts, (within meaning of the relevant insolvency regulations of the jurisdiction outline in section 8.6), or becomes insolvent, or an order is made, or a resolution passed for the administration, winding-up, or dissolution of the Party (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substation part of the assets of the Party or the Party enters into or proposes any composition or arrangement with its creditors generally.
- 10.2 Service Agreement may be terminated in whole or in part by either Party with immediate effect by notice to the other Party if such Party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy under specific performance, or the Party shall have failed to remedy that breach under specific performance within thirty (30) days after receiving written notice requiring to remedy that breach.
- 10.3 Without prejudice to Cybertronics ' other rights or remedies, Cybertronics shall have the right to terminate this Agreement and any of all Service Agreement upon notice to the to the End User with immediate effect if the End User commits any of the acts listed out in section 5.6.
- 10.4 This EULA shall terminate upon the expiry of the License.
- 10.5 Expiry or Termination of this EULA for whatever reason shall not affect or prejudice the provisions of this Agreement which expressly or by their nature survive termination including, sections 1, 5, 6, 8, 9, and 11



11 MISCELLANEOUS

- 11.1 This EULA does not create any right or benefit enforceable by any person not a party to it.
- 11.2 Each Party Shall at all times, comply with all applicable laws and regulation in relation to its performance of its obligations under this Agreement.
- 11.3 The Issuer acknowledges that, in entering into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of Cybertronics. End User therefore waives all rights and remedies which, but for this paragraph, might otherwise, be available to the End User in respect of any such representation, warranty, collateral contract or other assurance. Nothing in this paragraph limits or excludes any liability for fraud.
- 11.4 Any modifications to this agreement by the End User shall only be binding if made in writing and accepted by a duly authorized representative of Cybertronics.
- 11.5 If Cybertronics feels that it is appropriate to do so, it may alter and amend the terms and conditions of this EULA at any given point within the License Term.
- 11.6 End User shall not assign, transfer, novate or sub-contract the benefit of this EULA or Subcontract its obligation under with out Cybertronics prior written consent.
- 11.7 If due to corporate restructure, mergers or joint ventures, Cybertronics may assign its obligations under this EULA, and de facto this EULA, to another legal person. Should this right be exercised, Cybertronics will provide End User fifteen (15) days of notice. This third party would assume all contractual obligations and rights, until the remainder of the License Term.

HAVING CLICKED "DOWNLOAD", THE END USER HAS ACCEPTED THE ABOVE END USER LICENSE AGREEMENTS TERMS AND CONDITIONS.