DEVELOPMENT TOOLS LICENSE AGREEMENT

LAST UPADTED: 2 December 2020

1 IMPORTANT INFORMATION

1.1 READ CAREFULLY BEFORE DOWNLOADING AND INSTALLING AND USING THIS SOFTWARE.

1.2 THE SOFTWARE IS SUBJECT TO PROPRIETARY RIGHTS OF IFS OR, AS APPLICABLE, THIRD PARTIES, AS WELL AS APPLICABLE LICENSE TERMS AND RESTRICTED USE PROVISIONS AGREED BY IFS OR APPLICABLE THIRD PARTIES.

1.3 "IFS", "WE," "US," AND "OUR" REFERS TO IFS WORLD OPERATIONS AB, FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES UNDER COMMON CONTROL. "CUSTOMER", "YOU" AND "YOUR" REFERS TO THE INDIVIDUAL OR ENTITY THAT WISHES TO USE THE IFS DEVELOPMENT TOOLS.

1.4 CLICKING THE "ACCEPT" BUTTON, OPENING THE SOFTWARE PACKAGE OR DOWNLOADING THE SOFTWARE COMPONENTS, IS CONFIRMATION OF YOUR ACCEPTANCE OF THESE TERMS, AND BY DOING SO YOU CONFIRM THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS.

1.5 IF YOU DO NOT AGREE WITH THESE TERMS **DO NOT INSTALL OR USE THE SOFTWARE**. CLICK THE "CANCEL" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE.

1.6 **THE SOFTWARE IS AVAILABLE FREE OF CHARGE IF USED IN CONJUNCTION WITH IFS APPLICATIONS 10 OR IFS CLOUD 21R1 AND ABOVE. USE OF THE SOFTWARE IN CONJUNCTION WITH IFS APPLICATION 9 AND OLDER RELEASES OF IFS APPLICATIONS IS SUBJECT TO PAYMENT OF SEPARATE CHARGES AND REQUIRES SIGNATURE OF AN ORDER WITH IFS PRIOR TO SUCH USE.   ON SIGNATURE OF SUCH ORDER AND PAYMENT OF SUCH CHARGES THE SOFTWARE TOOLS ARE AVAILABLE FOR USE AS DESCRIBED IN AND SUBJCT TO THESE TERMS.**

2 GRANT

2.1 Development License

2.1.1 In consideration of Customer's agreement to these terms and payment of the applicable charges (refer to section 1 above), IFS grant's Customer, via its designated Named Developers (as further defined below), a personal, non-exclusive, non-transferable and non-assignable limited license:

(a) For customers of the Application Software to (i) develop Customer Self-customized Software for its internal business use in conjunction with the Application Software; (ii) support, maintain, correct and customize Customer Self-customized Software; and (iii) use the IFS Development Tools and Tool Documentation for such purpose – for the applicable term and in a manner consistent with this Development License Agreement and the Tool Documentation;

(b) For Partners of IFS to (i) develop Customer Self-customized Software and Stand Alone Code for distribution to End Customers of the Application Software subject always to the terms applicable to Hybrid Works; (ii) support, maintain, correct and customize Customer Self-customized Software and Stand Alone Code; and (iii) use the IFS Development Tools and Tool Documentation for such purpose – for the applicable term and in a manner consistent with this Development License Agreement and the Tool Documentation;

(c) For students in education to (i) develop Customer Self-customized Software for research and educational purposes only and (ii) use the IFS Development Tools and Tool Documentation for such purpose – for the applicable term and in a manner consistent with this Development License Agreement and the Tool Documentation.

2.1.2 Use of the IFS Development Tools is permitted solely for the purposes described above and only for use in association with the Application Software. If you want to use the IFS Development Tools for any purpose other than as expressly permitted under these terms you must contact IFS to obtain the appropriate license. IFS may audit your use of the IFS Development Tools.

2.1.3 The IFS Development Tools and Tool Documentation may not be used to maintain, correct or modify the Application Software and the Customer expressly acknowledges that IFS reserves the exclusive right to maintain, correct and develop the Application Software and to provide maintenance services in relation thereto or to appoint third parties to do so.

2.1.4 Third-Party Software.

(a) Third-party software may be subject to additional or separate license terms and any terms indicated in any applicable readme files, installation details, or specifically designated by IFS, and in certain circumstances may be licensed directly to Customer from the third-party software vendor. Any additional or separately applicable third-party software license terms shall, with regard to their respective subject-matter, prevail in the event of a conflict with these terms, provided, however, that such additional or separate terms will not impose on IFS any wider, more stringent or more far-reaching obligations or liabilities than these terms.

(b) If Customer will operate third-party software in conjunction with the IFS Development Tools for which a license has not been granted by IFS, the Customer agrees, upon request, to provide IFS with a written statement confirming the existence of valid license agreement(s) approved by the relevant third-party software vendor for use in conjunction with the IFS Development Tools. The Customer will reimburse IFS for any fees, charges and costs IFS incurs or is charged as a result of Customer's failure to obtain any requisite third-party software licenses or to comply with any applicable third-party software license terms.

2.1.5 Access to and use of the IFS Development Tools and Tool Documentation for developing and maintaining Customer Self-customized Software shall be permitted for sufficiently trained named developers ("Named Developers"). IFS reserves the right to require, in addition to the aforesaid and as a condition for such access and use, that any Named Developers sign a personal confirmation of the proprietary and confidential nature of the IFS Development Tools and Tool Documentation, as designated by IFS from time to time.

2.1.6 Customer may engage third party suppliers other than IFS ("External Contractors"), via designated Named Developers (and, as applicable, subject to such personal written confirmation as referenced in section 2.1.5), to perform the activities contemplated in this Development License Agreement,

provided that (i) the External Contractor shall not be an entity conducting business in competition with IFS or any IFS Affiliate, and (ii) Customer shall ensure the External Contractor's compliance with these terms and be responsible and liable for all acts and omissions by the External Contractor as for its own personnel.

2.2 Use Restrictions

2.2.1 Customer acknowledges and agrees that (a) an interface/External Integration may never be used in any way so as to circumvent the use restrictions under these terms; and (b) the permitted use of external integrations in conjunction with the IFS Development Tools requires the use of recognized IFS interface methods/technology and may be subject to additional terms and conditions, as designated by IFS, and may also require specific third-party software licenses which the Customer must procure at its own expense.

2.2.2 Except to the extent permitted by mandatory law, the Customer shall not (nor enable or permit others to) as a condition and material term of the license, without IFS's prior written permission: (a) make any correction, adjustment, modification, customization, addition, creation of derivative works (including but not limited to creating new or extending existing tables or databases) (b) copy (except as expressly permitted herein), decompile, reverse engineer, disassemble, decrypt, translate or unbundle the IFS Development Tools or Tool Documentation, nor attempt to extract or in any other way recreate or derive the source code or review data structures or similar materials included in or produced by the IFS Development Tools; (c) assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the IFS Development Tools or Tool Documentation, or otherwise make available any portion thereof, or use or permit use on behalf of, any third party for any purpose (whether in such third party's business operations or otherwise), including but not limited to use in the operation of a service bureau, sourcing, subscription or time-sharing arrangement, software as a service, or in a hosting or outsourcing context; (d) attempt to defeat the present and any future security system of the IFS Development Tools; (e) publish any results of benchmark tests conducted with regard to any portion of the IFS Development Tools; or (f) otherwise act in any way that would deprive IFS or a third party licensor, in whole or in part, of any fees to which it is entitled in the IFS Development Tools or Tool Documentation.

2.2.3 THE IFS DEVELOPMENT TOOLS AND APPLICATION SOFTWARE IS INTENDED FOR STANDARD COMMERCIAL USES AND MUST NOT BE USED IN ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE PERFORMANCE, SUCH AS IN THE CONSTRUCTION, OPERATION OR MAINTENANCE OF NUCLEAR FACILITIES, ON-LINE CONTROL OF AIRCRAFT, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

2.3 Analytics. Customer acknowledges that IFS may collect and track non-personally identifiable information about any user, including but not limited to the user's IP address, the type of hardware used, and the type of browser employed, to assist with the necessary operation and function of the IFS Development Tools. IFS reserve the right to compile, save, and use within the scope of IFS' activities and to analyze any and all user data (registration data and use history). For the avoidance of doubt, IFS' use of any such data will be for internal purposes only, including without limitation for the purposes of responding to any user's requests for information and for contacting the user. Any such use of user data will be treated as confidential information. IFS may provide aggregated statistics about the use of the IFS Development Tools to third parties, but such information will be aggregated so that it does not identify a particular individual or company.

2.4 Verification

2.4.1 Upon request, Customer will provide IFS or its designated representative with reasonable access to its environments to confirm that the IFS Development Tools are being used in conformance with these terms. IFS may terminate Customer's access to and use of the IFS Development Tools if Customer is found to be in breach of these terms.

2.4.2 In the event Customer receives an audit request from a supplier of Third-Party Software, Customer shall without delay notify IFS of such request and shall permit IFS to handle and coordinate the request in relation to the requesting supplier in question.

3   CUSTOMER SELF-CUSTOMIZED SOFTWARE

3.1 Development of Customer Self-customized Software

3.1.1 Except with the prior written agreement with IFS, Customer agrees not to, or to enable External Contractors to, create or use any Customer Self-customized Software:

(i) by which the code base of any IFS technology is modified or amended in any way;

(ii) that includes any software designated as Free and Open Software in such a way that would cause any portion of the Application Software, to be subject to any Free and Open Software licensing terms or obligations;

(iii) that includes any feature or functionality that is in all material aspects copying any existing feature or functionality of any application or module of the Application Software or otherwise constitutes a product that is competitive with the Application Software; or

(iv) that addresses such elements of the Application Software that IFS has informed Customer in writing are excluded from the use of Customer Self-customized Software, as applicable from time to time.

3.1.2 Customer shall ensure that any Customer Self-customized Software and appurtenant documentation are non-infringing and of professional quality and that Customer shall take all reasonable steps in accordance with best industry practices to prevent that the Customer Self-customized Software includes any viruses, trojan horses, trapdoors, backdoors, or other malicious code.

3.1.3 When developing hereunder, Customer undertakes to observe any guidelines set forth in the Tool Documentation.

3.2 Use of Customer Self-customized Software

3.2.1 Customer Self-customized Software may never be used so as to circumvent the Application Software license terms and restrictions, nor to defeat or circumvent any security system of the Application Software.

3.3 Responsibility for Customer Self-customized Software

3.3.1 EXCEPT TO THE EXTENT EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, CUSTOMER WILL REMAIN SOLELY RESPONSIBLE, AND IFS DISCLAIMS ALL LIABILITY OF ANY KIND (WHETHER IN RESPECT OF WARRANTY, SUPPORT, MAINTENANCE OR OTHERWISE), WITH REGARD TO ANY CUSTOMER SELF-CUSTOMIZED SOFTWARE AS WELL AS FOR ANY MALFUNCTION IN OR OTHER EFFECT ON THE PERFORMANCE OR FUNCTION OF ANY PORTION(S) OF THE APPLICATION SOFTWARE RESULTING THEREFROM.

3.3.2 In view of section 3.3.1, Customer acknowledges that Customer Self-customized Software may not be compatible with any updates to or new releases of the Application Software and IFS therefore recommends Customer to ascertain for the purpose of facilitating such compatibility:

   (a) that all Customer Self-customized Software and any modifications, corrections, enhancements and updates thereof are properly documented and version handled; and

   (b) that appropriate systems and environments are established and maintained for development, testing, and back-up purposes and to handle case management, code management, code maintenance and configuration management issues so as to ensure compatibility with any updates to or new releases of the Application Software.

3.3.3 IFS SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY CUSTOMER AS A RESULT OF CLAIMS, ACTIONS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY ALLEGING THAT THE CUSTOMER SELF-CUSTOMIZED SOFTWARE AND/OR DOCUMENTATION RELATING THERETO INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IFS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY IFS AS A RESULT OF CLAIMS, ACTIONS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY ALLEGING THAT THE CUSTOMER SELF-CUSTOMIZED SOFTWARE AND/OR DOCUMENTATION RELATING THERETO INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY, AND CUSTOMER WILL INDEMNIFY IFS AGAINST ALL LOSS, DAMAGE AND REASONABLE AND VERIFIABLE COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES) ARISING OUT OF SUCH CLAIM(S) AND ANY SUIT RAISING ANY SUCH CLAIM(S). IFS WILL: (A) GIVE CUSTOMER PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM, DEMAND, SUIT OR ACTION; (B) CO-OPERATE WITH SAID DEFENSE BY COMPLYING WITH CUSTOMER'S REASONABLE INSTRUCTIONS AND REQUESTS TO IFS IN CONNECTION WITH SAID DEFENSE, AT CUSTOMER'S REASONABLE EXPENSE; AND (C) PROVIDE CUSTOMER WITH FULL CONTROL OF THE DEFENSE OF SUCH CLAIM, SUIT, DEMAND, OR ACTION AND THE SETTLEMENT OR COMPROMISE THEREOF.

4   STAND ALONE CODE (PARTNERS OF IFS)

4.1   Development of Stand Alone Code

4.1.1 Except with the prior written agreement with IFS, Customer agrees not to, or to enable External Contractors to, create or use any Stand Alone Code:

   (i) that includes any software designated as Free and Open Software in such a way that would cause any portion of the Application Software, to be subject to any Free and Open Software licensing terms or obligations; or

   (iii) that includes any feature or functionality that is in all material aspects copying any existing feature or functionality of any application or module of the Application Software or otherwise constitutes a product that is competitive with the Application Software.

4.1.2 Customer shall ensure that any Stand Alone Code and appurtenant documentation are non-infringing and of professional quality and that Customer shall take all reasonable steps in accordance with best industry practices to prevent that the Stand Alone Code includes any viruses, trojan horses, trapdoors, backdoors, or other malicious code.

4.1.3 When developing hereunder, Customer undertakes to observe any guidelines set forth in the Tool Documentation.

4.2   Use of Stand Alone Code

4.2.1 Customer Self-customized Software may never be used so as to circumvent the Application Software license terms and restrictions, nor to defeat or circumvent any security system of the Application Software.

4.3   Responsibility for Stand Alone Code

4.3.1 EXCEPT TO THE EXTENT EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, CUSTOMER WILL REMAIN SOLELY RESPONSIBLE, AND IFS DISCLAIMS ALL LIABILITY OF ANY KIND (WHETHER IN RESPECT OF WARRANTY, SUPPORT, MAINTENANCE OR OTHERWISE), WITH REGARD TO ANY STAND ALONE CODE AS WELL AS FOR ANY MALFUNCTION IN OR OTHER EFFECT ON THE PERFORMANCE OR FUNCTION OF ANY PORTION(S) OF THE APPLICATION SOFTWARE RESULTING THEREFROM.

4.3.2 In view of section 4.3.1, Customer acknowledges that Stand Alone Code may not be compatible with any updates to or new releases of the Application Software and IFS therefore recommends Customer to ascertain for the purpose of facilitating such compatibility:

   (a) that all Stand Alone Code and any modifications, corrections, enhancements and updates thereof are properly documented and version handled; and

   (b) that appropriate systems and environments are established and maintained for development, testing, and back-up purposes and to handle case management, code management, code maintenance and configuration management issues so as to ensure compatibility with any updates to or new releases of the Application Software.

4.3.3 IFS SHALL IN NO EVENT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY CUSTOMER AS A RESULT OF CLAIMS, ACTIONS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY ALLEGING THAT THE STAN-ALONE CODE AND/OR DOCUMENTATION RELATING THERETO INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IFS AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY IFS AS A RESULT OF CLAIMS, ACTIONS, OR PROCEEDINGS BROUGHT BY ANY THIRD PARTY ALLEGING THAT THE STAND ALONE CODE AND/OR DOCUMENTATION RELATING THERETO INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTY, AND CUSTOMER WILL INDEMNIFY IFS AGAINST ALL LOSS, DAMAGE AND REASONABLE AND VERIFIABLE COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES) ARISING OUT OF SUCH CLAIM(S) AND ANY SUIT RAISING ANY SUCH CLAIM(S). IFS WILL: (A) GIVE CUSTOMER

PROMPT WRITTEN NOTICE OF ANY SUCH CLAIM, DEMAND, SUIT OR ACTION; (B) CO-OPERATE WITH SAID DEFENSE BY COMPLYING WITH CUSTOMER'S REASONABLE INSTRUCTIONS AND REQUESTS TO IFS IN CONNECTION WITH SAID DEFENSE, AT CUSTOMER'S REASONABLE EXPENSE; AND (C) PROVIDE CUSTOMER WITH FULL CONTROL OF THE DEFENSE OF SUCH CLAIM, SUIT, DEMAND, OR ACTION AND THE SETTLEMENT OR COMPROMISE THEREOF.

5   TERM AND TERMINATION

5.1   Term. The development license granted hereunder will remain in force, if applicable, for the term stated on the order for such IFS Development Tools (see section 1 above), until Customer ceases using the IFS Development Tools, or this development license is otherwise terminated by IFS as set forth below or elsewhere in these terms.

5.2   Termination. IFS may terminate this development license if Customer (a) commits or permits a material breach of the Agreement and the other Party fails to cure such breach, if the breach is capable of cure, within fourteen (14) days of written notice from IFS giving details of such breach or (b) immediately if Customer becomes subject to sanctions under applicable EU/US/UN or other applicable export control and economic sanctions laws and regulations or becomes so by being directly or indirectly controlled by such a sanctioned entity or person.

6   OWNERSHIP

6.1   IFS Property

6.1.1   IFS or its licensors retains all right, title, and interest including, without limitation, patents and rights to patent, copyright, trade secret, and trademark in the IFS Development Tools and Tool Documentation and in all improvements, enhancements, modifications, or derivative works thereof including, all right, title, and interest in other materials furnished, developed, provided or created by IFS and included within the Development Tools, which shall include all patents and rights to patent, copyright, trade secret, and trademark. The IFS Development Tools and Tool Documentation constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices and to maintain any marking of ownership as advised by IFS from time to time.

6.1.2   No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted hereunder is exchanged between the Customer and IFS.

6.2   Stand Alone Code

6.2.1   IFS agrees that it obtains no right, title or interest from Customer (or Customer's licensors) in any Stand Alone Code developed by Customer hereunder, including any copies, modifications, corrections, enhancements, updates thereof and appurtenant standalone documentation, and all intellectual property rights that subsist therein.

6.2.2   Customer shall ensure that IFS and IFS Affiliates and any of their contractors, without charge or royalty, are granted the right and license to access and use any such Stand Alone Code for all purposes of providing to Customer any agreed services related thereto and the Application Software.

6.3   Hybrid Works

6.3.1   IFS or its licensors shall retains all right, title, and interest including, without limitation, patents and rights to patent, copyright, trade secret, and trademark in the Hybrid Works and in all improvements, enhancements, modifications, or derivative works thereof including, all right, title, and interest in other materials furnished, developed, provided or created in Hybrid Works, which shall include all patents and rights to patent, copyright, trade secret, and trademark. Customer shall not distribute or license Customer Self-customized Software which comprise Hybrid Works without IFS' prior written consent and signature of an agreement permitting such distribution.

7   NO SUPPORT, DISCLAIMER AND LIMITATION ON IFS LIABILITY

7.1   Unless otherwise agreed with IFS subject to separate agreement, no support will be provided for the IFS Development Tools.

7.2   THE IFS DEVELOPMENT TOOLS AND TOOL DOCUMENTATION ARE LICENSED ON AN "AS IS" AND "AS AVAILABLE" BASIS, IFS DOES NOT WARRANT THAT THE THEY WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED OR ERROR FREE.

7.3   TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IFS DISCLAIMS ANY AND ALL LIABILITY FOR ANY COST, LOSS OR DAMAGE OF ANY KIND ARISING HEREUNDER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL, OR FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY EVEN THOUGH THE PARTIES MAY BE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH COST, LOSS OR DAMAGE, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND SHALL, IN ANY EVENT, NEVER EXCEED AN AMOUNT EQUIVALENT TO EURO ONE HUNDRED THOUSAND (€100,000).

8   GENERAL TERMS

8.1   Export. (a) Customer shall comply fully with all applicable export and re-export control laws and regulations and the not export the IFS Development Tools or Tool Documentation in violation of such laws and regulations. Customer shall comply with, if applicable, the US Arms Export Control Act, the US International Traffic in Arms Regulations ("ITAR"), the US Export Administration Act, and the US Export Administration Regulations ("EAR")). (d) If any of the hardware, technical data, software and/or technical assistance (collectively, "Controlled Materials") to be provided to IFS by Customer, or which may be viewed by IFS personnel, are controlled under the ITAR or EAR, Customer shall obtain IFS's prior written approval before providing any Controlled Materials to IFS or before IFS personnel view Controlled Materials. If Controlled Materials must be exchanged or viewed, the Parties shall consult with each other to ensure the Parties' compliance with export control laws. In no event will IFS accept or receive any ITAR Controlled Materials in electronic or physical form on its sites or infrastructure, including email. Solely for the purposes of fulfilling its contractual obligations to Customer, IFS Affiliates (or subcontractors) located in and/or

outside of the country or countries in which Customer operates may access or view customer data for which Customer is responsible and such data may be accessed or viewed by foreign nationals.

8.2 <u>Notices</u>. Except as otherwise specified in this Development License Agreement, all notices related to this Development License Agreement will be in writing.

8.3 <u>Assignment</u>. Customer may, with the prior written consent of IFS transfer or assign this Development License Agreement, whether as a result of a merger or sale of the business. Any assignment or transfer attempted without the written consent of IFS will be null and void. IFS may assign, in whole or in part, this Development License Agreement, or any rights or obligations thereunder to any third party subject to providing Customer with prior written notice. This Development License Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

8.4 <u>Force Majeure</u>. Neither party shall be responsible or liable for delays, business interruption, or failure of performance (except obligations to pay) to the extent resulting from causes that are beyond the reasonable control of such party, including but not limited to, civil unrest, war, riots, accidents, war, labor disputes (including strikes), actions or decrees of governmental bodies, governmental action, acts of terrorism, acts of God e.g. fire, flood, earthquake, epidemic and other natural disasters, and any case of force majeure as defined by the law governing the Agreement ("Force Majeure Event"). A party experiencing such Force Majeure Event shall notify the other party as soon as possible under the circumstances and take commercially reasonable steps to mitigate the effect of the Force Majeure Event.

8.5 <u>Third Party Beneficiaries</u>. Save for IFS's licensors which are third party beneficiaries under this Development License Agreement, this Development License Agreement shall not create any rights in favor of, or any obligations owed by, any third party. The parties agree that the rights and obligations under this Development License Agreement shall be owed exclusively to each other and any action arising from the Agreement shall solely be brought by or against Customer or IFS.

8.6 <u>Entire Agreement, Order of Precedence & Waiver</u>. This Development License Agreement shall be the entire agreement between the parties regarding its subject matter, and shall supersede all other representations, understandings or agreements, whether oral or written, between the parties relative to such subject matter. No modification, amendment or variation of this Development License Agreement shall be of effect or binding upon the parties unless agreed to in writing. No failure or delay by either party in exercising any right hereunder will constitute a waiver of that right. Any waiver must be made in writing and the single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

8.7 <u>Survival & Severability</u>. Any other term which, in order to give effect to its meaning, needs or is intended to survive such termination or expiration and such provisions will remain in full force and effect until they are satisfied or by their nature expire. If any provision of this Development License Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Development License Agreement will remain in effect.

8.8 <u>Governing Law</u>. The laws of Sweden will govern, without regard to any conflicts of law principles and Customer submits to the exclusive jurisdiction of the courts of Sweden in Stockholm for resolution of any contractual or non-contractual dispute controversy or claim arising in connection with these terms.

8.9 <u>General</u>. In the Agreement, unless the context otherwise requires, words in the singular include the plural and vice versa and words in one gender include any other gender. The headings in this Development License Agreement are for convenience only and shall not affect its meaning. Any phrase in this Development License Agreement introduced by the term "include", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term. The parties are independent contractors. This Development License Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither Party is the representative of the other Party for any purpose and neither has power or authority to act as agent or employee or to represent, act for, bind, or otherwise create or incur any obligation on behalf of the other party.

9 DEFINITIONS

The definitions used in this Development License Agreement have the meaning given to them below, unless the context requires otherwise:

9.1 "Application Software" means IFS's standard, unmodified proprietary application software products, modules, applications, "apps" and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

9.2 "Customer Self-customized Software" means any software that is developed by or on behalf of Customer to interoperate with the Application Software, subject to the terms and conditions hereof.

9.3 "End-Customer" means an end customer of Partner licensing the Customer Self-customized software for internal use and not for distribution.

9.4 "External Contractors" means as set forth in section 2.1.

9.5 "External Integration" means any external interface(s), links, frontend/clients, apps, integrations, or data collection device, including without limitation any multiplexing hardware or software (e.g., a TP monitor or a web server product).

9.6 "Free and Open Software" means any software designated as open source, free and open software, public library software or the like (including any version of any software licensed pursuant to any GNU public license).

9.7 "Hybrid Works" means any enhancement, correction, modification, translation or other work result of any kind which contains or incorporates or is a derivative work based on all or any portion of the source code of the Application Software or any other software in which IFS or its licensor has ownership, whether pursuant to the terms hereof or otherwise – regardless of who made or paid therefor, in whatever form, and whether made or designed by any tool or method of any kind.

9.8 "IFS" means IFS World Operations AB and "IFS Affiliate" shall mean any entity controlling, controlled by or under common control with IFS.

9.9 "IFS Development Tools" means the development tools for development of Customer Self-customized Software, to which Customer is granted a license pursuant to this Development License Agreement.

9.10 "Partner" means an entity with a current partner agreement in place with IFS pursuant to which Partner is able to support or drive the selling motion of the Application Software to End-Customers and promote, distribute and/or provide services in relation to the Application Software as a certified IFS partner.

9.11 "Named Developers" means as set forth in section 2.1.

9.12 "source code" means generally computer software in human-readable form (and appurtenant documentation), which when compiled, assembled, interpreted, pre-processed, post-processed, or translated becomes machine-readable executable object code of a software program, the source code for another compiler, assembler, interpreter, pre-processor, post-processor, or translator, or results in the execution of the commands, statements, expressions, procedures, functions, or instructions of the software program, and also includes, as applicable, all logic diagrams, flow charts, developer comments, source files, header files, hypertext, mark-ups, graphics, resource files, and webpages concerning the relevant software.

9.1 "Software Documentation" means the reference on-line manual produced by IFS describing the function of, and provided together with, the Application Software. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.

9.2 "Stand Alone Code" means source code that has been created entirely independently of, and neither contains or incorporates, nor constitutes a derivative work based on, all or any portion of the source code of the Application Software or the source code of any other software in which IFS or its licensor has ownership, and consequently does not constitute a Hybrid Work. For the avoidance of doubt, source code will not constitute a Hybrid Work solely for the reason that it (a) has been developed using the development environment or the IFS Development Tools pursuant to the terms hereof; or (b) will interoperate with the Application Software via the permitted API's designated by IFS and/or will be deployed as layered software in the layered application architecture of the Application Software.

9.3 "Tool Documentation" means the documentation describing the function of, and provided together with, the IFS Development Tools.