



Software-as-a-Service (SaaS) Terms

IFS is the provider of that certain software as a service and cloud-based technology as described more particularly in the Customerville Service Attachment (“Attachment A”) (found at <https://ifs.com/legal>) and made a part hereof by reference (the “Platform”). These SaaS Terms and Conditions (“SaaS Terms”) are binding on each customer (“Customer”) of Industrial and Financial Systems, IFS AB and/or its subsidiaries, affiliates and assigns (“IFS”) who is using or accessing the Platform (“SaaS Services”) or who has signed a proposal, order form, and/or services agreement, including any applicable addenda, schedules, or riders thereto that expressly provides for the provision of access to the SaaS Services (“Agreement”) for a period of time (“Term”). Customer agrees that the use of the Platform and IFS’ provision of services in any way related to the Platform (“SaaS Services”) are governed by these SaaS Terms.

1. **PLATFORM:** IFS hereby agrees to use commercially reasonable measures to deliver the Platform to Customer, subject to these SaaS Terms and any scheduled downtime, force majeure event, or other event outside of IFS’s reasonable control, and Customer agrees to accept delivery from IFS. Subject to these SaaS Terms, Customer shall, during the Term, have a non-exclusive, non-transferable, revocable, limited right to access the Platform for Customer’s internal use only.
- 1.1. **RESTRICTIONS:** Customer shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Platform or any portion thereof, or content stored thereto; (ii) reproduce the Platform; (iii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Platform or provide access to the Platform to third parties on a service bureau basis or otherwise; (iv) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Platform, as applicable; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Platform or content stored thereto; (vi) add any logos, proprietary marks or other notices or markings on the Platform if not already there without prior written consent of IFS; or (vii) use the Platform or content stored thereto other than as provided herein, including as limited in Attachment A.
- 1.2. **HARDWARE:** It is further agreed that none of the associated hardware and/or other equipment associated with SaaS Services or used to access Platform, including but not limited to routers, networks, cell equipment, computers and/or devices, is owned by or shall be the responsibility of IFS.
2. **HOSTING AND SUPPORT:** During the Term, IFS shall retain responsibility for hosting the Platform and will provide Customer with information sufficient to allow Customer to access the Platform through a Web browser. Customer is responsible for providing, at Customer’s own expense, all necessary telephone lines, Internet connections, equipment, software (including a compatible Web browser), and services for Customer to effectively access the Platform and provide security measures to prevent unauthorized access. Customer is responsible for upgrading and configuring Customer’s internal systems (e.g. network settings, Internet routing, firewalls, and Web browsers) to be and remain compatible with and optimize the performance of the Platform. IFS will use commercially reasonable efforts to support the Platform and maintain its accessibility for Customer during the Term; provided, however that IFS makes no representation of availability or accessibility.
3. **DEFAULTS:** If Customer fails to keep the Platform reasonably secure (e.g. enabling third party access) or fails to substantially perform or fulfill any obligation under these SaaS Terms, Customer shall be in default of these SaaS Terms, provided, however, that Customer shall have seven (7) days from the date of notice of default by IFS to cure the default (if such default is capable of being cured). In the event Customer does not cure a default or such default is not capable of being cured in IFS’s sole discretion, IFS may at its option (a) cure such default and the cost of such action may be added to Customer’s financial obligations under these SaaS Terms; or (b) terminate access to the Platform and/or SaaS Services. In the event of material default, IFS may terminate access to the Platform without notice. Termination shall not necessarily terminate the Agreement or Customer’s continued payment obligations for the SaaS Services and/or Platform.
4. **USE OF PLATFORM:** Customer shall have the right to access the Platform on the first day of the Term. At the expiration of the Term or upon termination, Customer’s right to access the Platform shall immediately terminate, all rights granted hereunder will be immediately and automatically revoked, and all licenses are immediately revoked and void.
 - 4.1. Customer shall only use the Platform in a careful and proper manner and will comply with all laws, rules, ordinances, statutes, orders, and instructions from IFS. Customer shall keep the Platform free and clear of any liens or other encumbrances and promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to its use of the Platform.
 - 4.2. If requested and mutually agreed in a Consulting Agreement or Order Form as part of the SaaS Services, IFS will provide reasonable customization, implementation, survey, design, branding, campaign, data conversion, data retrieval, and/or additional reporting (“Customization Services”). Such Customization Services shall be provided for additional fees at IFS’ then current rates or as agreed in writing; IFS will respond to Customization Services requests within a reasonable time after receipt of a written request. but makes no representation that all requests can be honored.
5. **IFS REPRESENTATIONS:** IFS hereby represents and warrants to the Customer that (a) it has the ability to provide the Platform as provided in these SaaS Terms, (b) it will, in the performance of these SaaS Terms, comply with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances, and (c) the Platform will conform in all material respects with the specifications set forth in these SaaS Terms and on Attachment A. IFS reserves the right to make changes or improvements to the Platform and/or these SaaS Terms, without notice to Customer, subject to its business policies, technologies, practices, and procedures.
6. **CUSTOMER REPRESENTATIONS:** Customer hereby represents and warrants that (a) each access of the Platform is solely for use in the conduct of the Customer’s internal business, (b) Customer will comply with all with all applicable federal, state, provincial, territorial, and local laws, rules, regulations, orders, and ordinances in its access to and use of the Platform, and (c) any data uploaded to the Platform will be done only after obtaining appropriate consents of such persons or parties required on behalf of both Customer and IFS.
7. **WARRANTY DISCLAIMER:** EXCEPT AS SET OUT ELSEWHERE IN THESE SAAS TERMS, IFS MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, DATA LOSS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IFS DOES NOT WARRANT THAT THE PLATFORM AND/OR SAAS SERVICES WILL MEET ANY OR ALL OF CUSTOMER’S REQUIREMENTS OR THAT THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.
8. **DATA:** With the limited exception of Feedback, data provided by Customer or collected or generated through Customer’s use of the Platform (“SaaS Data”) shall be owned by Customer. Notwithstanding the foregoing, IFS will have the right to access the SaaS Data at any time and may retain an archival copy of such data upon termination of the Agreement and/or the SaaS Terms. Customer shall be responsible for costs associated with and timely response to third party requests involving data protection regulations in connection with the collection, processing, disclosure, subject access requests, retention, and transfer of SaaS Data; Customer shall at all times remain the controller of the SaaS Data. All other information or data not specifically identified herein, regardless of whether Customer may have access to such data, remains the property of IFS or is assigned to IFS. IFS shall have the right to delete any stored SaaS Data after three-hundred and sixty-five (365) days have passed from the date on which the data was first generated, unless otherwise specifically agreed in the Agreement. Should IFS receive a written request to store SaaS Data for more than said timeframe and no such written agreement is reached, IFS will bill and Customer shall pay the rates established by IFS. IFS makes no representation that all requests for storage beyond said timeframe can or will be honored. IFS will respond to such requests within a reasonable time after receipt of Customer’s written request. Within 30 days of any expiration or termination of these SaaS Terms, Customer shall have the right to access and obtain a copy of the stored SaaS Data upon request to IFS.
9. **OWNERSHIP:** The Platform is licensed to Customer and not sold. As between the parties, the Platform is and shall remain the exclusive property of IFS, even if installed in or attached to real property by Customer. Except as expressly provided herein, IFS shall retain all right, title, and interest in and to the Platform and the SaaS Services, including, but not limited to, all intellectual property rights.
10. **FEEDBACK:** Any ideas, suggestions, guidance, content, or other information disclosed by Customer to IFS related to the Platform and the SaaS Services, and any intellectual property rights relating to the foregoing (“Feedback”) shall be owned by IFS and Customer agrees to assign and hereby assigns all of its rights, title, and interest in and to such Feedback to IFS. To the extent that the foregoing assignment is ineffective for whatever reason, Customer agrees to grant and hereby grants to IFS a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback and derivatives hereof without restriction.
11. **SEVERABILITY:** If any part or parts of these SaaS Terms shall be held unenforceable for any reason, the remainder of these SaaS Terms shall continue in full force and effect. If any court of competent jurisdiction deems any provision of these SaaS Terms invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
12. **ADDITIONAL INSURED:** Customer hereby waives and releases IFS from any and all obligation that Customer or any other party be named or included as an “additional insured” as it relates to the Platform and the SaaS Services.
13. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind IFS and Customer and the heirs, legal representatives, successors and permitted assigns of IFS and Customer. These SaaS Terms shall survive

termination or expiration of the SaaS Services.

14. **ENTIRE AGREEMENT:** These SaaS Terms, combined with relevant terms of the Agreement and Attachment A, constitute the entire agreement between the IFS and Customer regarding the SaaS Services and supersede any prior understanding or representation of any kind preceding the date of these SaaS Terms. All capitalized terms used, but not defined, in these SaaS Terms are as defined in the Agreement and, where in conflict, these SaaS Terms shall govern. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of these SaaS Terms. Notwithstanding anything to the contrary,

should any conflict exist the order of precedence shall be for the provision of the Platform and the SaaS Services, (i) these SaaS Terms, (ii) Attachment A, and (iii) the Agreement.

15. **WAIVER:** The failure of either party to enforce any provisions of these SaaS Terms shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these SaaS Terms. The acceptance of Subscription Fees by IFS does not waive IFS's right to enforce any provisions of these SaaS Terms.