



# Terms and Conditions

CoroPlus<sup>®</sup> MachiningInsights

## SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

**AREA OF APPLICATION:** this Software License and Subscription Agreement (the "**Agreement**") govern the Customer's Use of the Service (as defined herein). The purpose of the Service is to capture, enrich and analyze input and machine data, generating metrics and insight to help Customer accelerate cycle times, minimize scrap, and reduce production costs.

By accepting an offer from Sandvik Coromant, or its approved reseller or agent, you accept the terms and conditions of this Agreement on behalf of the Customer and you represent and warrant that: (i) you have full legal authority to bind the Customer to this Agreement; (ii) you have read and understand this Agreement; (iii) you agree, on behalf of the Customer, to this Agreement; and (iv) you agree, on behalf of the Customer, to ensure that all individual users of the Service will comply with the Acceptable Use Policy.

This Agreement enters into force on the date of the Customer's acceptance of an offer for the Service (the "**Effective Date**").

### 1. DEFINITIONS

"**Acceptable Use Policy**" means the acceptable use policy for the Service, as set forth at [Acceptable Use Policy](#).

"**Confidential Information**" means any proprietary materials or information disclosed or provided, in written or electronic format, by a party to the other party and which is clearly labelled as 'confidential', 'secret' or which otherwise reasonably should be treated as confidential. Confidential Information shall not include information which was rightfully in the possession of the recipient prior to the commencement of the negotiations leading to the Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Agreement). Customer Data shall constitute Confidential Information of the Customer.

"**Customer**" means the legal entity licensing the Use of the Service under this Agreement.

"**Customer Data**" means raw data and other data collected from the Customer's machines, systems and environment and which is transmitted to Sandvik Coromant, such as input, machine ERP or MES data.

"**Documentation**" means the most recent written or online (i) user manuals, (ii) e-learning modules or other training materials, (iii) technical requirements on the Customer's machines or the Customer's IT environment (e.g. infrastructure and network requirements), or (iv) other documentation applicable to the Service made available by Sandvik Coromant in the Service and/or on the Homepage from time to time.

"**Feedback**" means any submission of feedback, suggestions, ideas, or other information or materials regarding the Service that the Customer provides to Sandvik Coromant, whether by e-mail, in meetings or otherwise.

"**Homepage**" means <http://sandvikcoromant.com/machininginsights>.

"**License Details**" means the allowed level of usage, commercial terms and other details of the Customer's license for the Service, as identified in Sandvik Coromant's offer to the Customer; including term of subscription, type and quantity of machines, and from time to time applicable payment terms and price list.

"**Processed Data**" means data generated by the Customer's use of the Service and which is made accessible to the Customer by Sandvik Coromant as part of the Service.

"**Sandvik Coromant**" means AB Sandvik Coromant, reg.no. 556234-6865, a limited liability company incorporated under the laws of Sweden having its registered office at SE-811 81 Sandviken, Sweden.

"**Service**" means the complete software-as-a-service offering made available by Sandvik Coromant as 'Machining Insights', including cloud-based software, server software Documentation, as well as other functionality and associated services (if any), as further and exhaustively described in the Documentation.

"**Territory**" means the country in which the Customer has its legal seat at the time of entering into of this Agreement.

"**Third Party Software or Services**" means software or software services provided by third parties that may be included, provided with or otherwise used together with the Service, as specified in the Documentation.

"**Use**" or "**Using**" means to download, install, activate, access or otherwise use the Service or any part thereof.

### 2. LICENSE

- 2.1. Upon acceptance of this Agreement, and after installation, the Customer will be provided with access credentials to the Service.
- 2.2. Subject to payment of the applicable fees and compliance with this Agreement, Sandvik Coromant grants to Customer a limited, non-exclusive, non-sub-licensable, non-transferable limited license to Use the Service solely

for Customer's internal operations in the Territory and in accordance with the License Details. For the avoidance of doubt, Use of Third Party Software or Services is not included in this license (see Section 2.4 below).

- 2.3. The License Details will identify the term and duration of Customer's subscription period.
- 2.4. The Service may contain certain Third Party Software or Services, which are provided and licensed solely under the terms and conditions provided by its respective suppliers. Third Party Software or Services provided or made accessible together with the Services are further described in the Documentation, including links to relevant terms and conditions. Sandvik Coromant assumes no liability whatsoever for any errors in the Service or any other liability whatsoever that may occur as a result of Third Party Software or Services. Further, the Customer may, if the Service supports such functionality, add additional Third Party Software or Services not provided or made accessible together with the Service. Sandvik Coromant does not support or endorse the use of any Third Party Software or Services not provided made accessible together with the Service.

### **3. USE RESTRICTIONS**

- 3.1. Customer shall not (and shall not allow any third party to):
  - 3.1.1. transfer, sublicense, or assign the Customer's rights under this Agreement to any other person or entity, except for the employees, contractors, representatives and officers of the Customer who have been designated by the Customer as users pursuant to this Agreement and subject to the Acceptable Use Policy;
  - 3.1.2. modify, adapt or create derivative works of any part of the Service or reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive any source code, underlying ideas, algorithms, libraries, file formats, data, databases or programming interfaces for the Service;
  - 3.1.3. distribute, publish, or otherwise make any Documentation or other part or functionality of the Service available to third parties, whether as an application service provider, or on a rental, service bureau, hosted service, cloud service or other similar basis;
  - 3.1.4. use the Service on or for other machines than those explicitly identified and licensed as per the License Details, including not using the Service in connection with secondhand or refurbished Sandvik Coromant equipment or products, or on Sandvik Coromant equipment or products not purchased through Sandvik Coromant or its approved reseller or agent; or
  - 3.1.5. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Service.

### **4. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1. Sandvik Coromant or its licensors retain ownership of all intellectual property rights in and to the Service, including copies, improvements, enhancements, derivative works and modifications thereof. Any intellectual property rights created by, or arising as a result of, the Customer's use of the Service shall vest with Sandvik Coromant.
- 4.2. The Customer's rights to use the Service are limited to those expressly granted by this Agreement and any applicable License Details. No other rights with respect to any part of the Service or any related intellectual property rights are granted or implied.

### **5. CUSTOMER'S USE OF THE SERVICE**

- 5.1. It is the Customer's responsibility to ensure that all users register an account for the Service, as per the instructions in the Service. Sandvik Coromant will take measures to install and deploy the Service, as exhaustively stated in the License Details.
- 5.2. The Customer shall be solely responsible for all activities by individual users who the Customer designates to Use the Service and all Use of the Service must be in strict compliance with the Acceptable Use Policy. The Customer undertakes to indemnify and hold Sandvik Coromant harmless from any liability inflicted upon or incurred by Sandvik Coromant, resulting from any use of the Service by the Customer's users or by a third party who has obtained, lawfully or unlawfully, access to the Service thereof from the Customer, including, but not limited to, claims from third parties, damages, lost profits and additional license fees for Sandvik Coromant or other costs, including reasonable attorney fees.
- 5.3. The Customer assumes sole responsibility for any data and results obtained from its use of the Service, and for conclusions or courses-of-action drawn from such use, and for maintaining validation, error correction, back up and reconstruction of its own data input to, or output by, the Service.

- 5.4. The Customer is responsible for ensuring that its use of the Service complies with all relevant terms and conditions, such as but not limited to the Acceptable Use Policy as well as applicable legislation, including (without limitation) laws related to manufacturing and export restrictions, and will indemnify Sandvik Coromant against any damages, claims, losses and costs resulting from any such incorrect or illegal use.

## 6. DISCLAIMER AND NO WARRANTY

- 6.1. THE SERVICE AND ALL OTHER ASPECTS OF THE SERVICE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SANDVIK COROMANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE (B) THE DOCUMENTATION; (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO SANDVIK COROMANT, OR (D) ASSOCIATED SERVICES PROVIDED AS PART OF THE SERVICE SUCH AS INSTALLATION. IN ADDITION, SANDVIK COROMANT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.
- 6.2. SANDVIK COROMANT DOES NOT REPRESENT OR WARRANT THAT ANY PART OF THE SERVICE WILL BE AVAILABLE, ERROR-FREE OR UNINTERRUPTED; THAT INCIDENTS OR DEFECTS WILL BE CORRECTED; OR FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES OR MALWARE. SANDVIK COROMANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION, DATA OR RECOMMENDATIONS (INCLUDING ANY INSTRUCTIONS) FROM THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL.
- 6.3. THE CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS SOLE RISK. SANDVIK COROMANT DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND SANDVIK COROMANT SPECIFICALLY DISCLAIMS SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE CUSTOMER TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THE CUSTOMER AND THESE TERMS.

## 7. DATA COLLECTION, OWNERSHIP AND MANAGEMENT

- 7.1. Sandvik Coromant will as part of the Service collect, store, and process Customer Data. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. All rights, title and interest (if any) in relation to Customer Data shall remain with Customer. Sandvik Coromant will retain Customer Data stored in the Service in a limited function account for one hundred and eighty (180) days after expiration or termination of this Agreement. Customer accepts that at the end of the before mentioned retention period, Sandvik Coromant will delete the Customer's account and all Customer Data.
- 7.2. Sandvik Coromant will as part of the Service provide access to Processed Data to the Customer. Processed Data may be used by the Customer for its own internal business purposes and only in accordance with this Agreement, the License Details, the Acceptable Use Policy and the Documentation.
- 7.3. In providing the Service, Sandvik analyses data and other information relation to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning Processed Data, Customer Data and data derived therefrom) and uses such information and data to provide support services to Customer, including carrying out diagnostic and configuration measures, to improve and enhance Customer value of the Service, i.e. proactive support services, jointly referred to as the "**Purpose**", for the benefit of Customer.
- 7.4. All rights, title and interest in relation to Derived Data will be exclusively retained by Sandvik Coromant.
- 7.5. The Customer agrees that the Derived Data may be shared with third parties for the Purpose, provided that neither the Customer nor particular users are identifiable from such Derived Data. Customer also acknowledges and agrees that Sandvik Coromant will not provide any copies of (or information about) Derived Data to Customer, and that Sandvik Coromant will not be required to return or destroy any such Derived Data (upon termination of this Agreement or otherwise).

## 8. PERSONAL DATA PROCESSING

- 8.1. In the provision of the Service, Sandvik Coromant may process Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679) related to persons employed or otherwise engaged by the Customer, e.g. in relation to user accounts and information and data connected thereto. Sandvik Coromant will act as a 'processor' and the Customer will act as a 'controller' pursuant to the General Data Protection Regulation (EU) 2016/679 (GDPR). This means, inter alia, that the Customer is responsible for compliance with applicable laws related to Personal Data, and that Sandvik Coromant will process Personal Data on behalf

of and on instruction from the Customer. Pursuant to such engagement, the parties hereby agree a separate schedule to this Agreement, the Data Processing Agreement (DPA) which shall govern the processing of personal data under this Agreement as set forth at [Data Processing Agreement](#)

## 9. FEEDBACK

- 9.1. The Customer agrees that any submission of Feedback is at Customer's own risk and that Sandvik Coromant has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback, unless otherwise specifically agreed in writing. The Customer represents and warrants that the Customer have all rights necessary to submit the Feedback. If the Customer elects to provide Feedback to Sandvik Coromant, the Customer understands and agrees that Sandvik Coromant may use such Feedback and that the Customer provides Sandvik Coromant an irrevocable right and ability to reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit any and all Feedback whether or not in connection with the operation and maintenance of the Service. In the event Sandvik Coromant elects to use any Feedback provided by the Customer, no compensation is payable or any credit required in relation to the Customer.

## 10. AVAILABILITY, SUPPORT AND CHANGES

- 10.1. Sandvik Coromant will use commercially reasonable efforts to keep the Service available and accessible at least 99,5 % per month. Nonetheless, interruptions and incidents will occur and Sandvik Coromant hereby disclaims any and all obligations or guarantees to keep the Service available.
- 10.2. Sandvik Coromant will provide support services as exhaustively stated in the License Details. Sandvik Coromant may provide professional services subject to separate agreement, for example in relation to deployment, integrations, training or other agreed services.
- 10.3. Sandvik Coromant may update, improve, modify or otherwise change the Service at Sandvik Coromant's discretion and without prior notice to the Customer. Such changes and modifications to the Service may include changes to the functionality, quality and/or scope of the Service. The Customer acknowledges that such changes and modifications, or other maintenance work, may lead to down-time and decreased availability in the Service. Sandvik Coromant shall use commercially reasonable efforts to notify the Customer prior to any such maintenance work.

## 11. INFRINGEMENT INDEMNITY

- 11.1. Sandvik Coromant shall defend the Customer against any third party claim that the Customer's permitted use of the Service infringes any intellectual property rights in the EU as of the Effective Date, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims subject to the limitations in this Section 11 and Section 12, provided that (i) Sandvik Coromant is given prompt notice of any such claim; (ii) the Customer provides reasonable co-operation to Sandvik Coromant in the defence and settlement of such claim; and (iii) Sandvik Coromant is given sole authority to defend or settle the claim.
- 11.2. In the defence or settlement of any claim, Sandvik Coromant may procure the right for the Customer to continue using the Service, replace or modify the Service so that they become non-infringing or, if such remedies are not reasonably available in Sandvik Coromant's sole discretion, terminate this Agreement with immediate effect. The Customer shall in case of such termination by Sandvik Coromant be obliged to stop using the Service and the Customer will, as full and final compensation, obtain a refund equal to any prepaid license fee pro rata to any remaining period of time for which Customer is licensed to use the Service according to the License Details.
- 11.3. In no event shall Sandvik Coromant, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
  - 11.3.1. a modification of the Service (or any part thereof) by anyone other than Sandvik Coromant;
  - 11.3.2. the Customer's use of the Service (or any part thereof) in breach of this Agreement, the Acceptable Use Policy or in a manner contrary to the instructions given to the Customer by Sandvik Coromant;
  - 11.3.3. the Customer's use of the Service (or any part thereof) after notice of the alleged or actual infringement from Sandvik Coromant or any appropriate authority; and
  - 11.3.4. the use of any designs, plans, instructions, specifications, diagrams or the like, provided by the Customer, provided that such use of the designs, plans, instructions, specification, diagrams or the like are the basis for the infringement claim.

- 11.4. Sandvik Coromant's liability under this Section 11 will be reduced proportionately to the extent the liability was caused or contributed to by an act or omission of Customer or any of its personnel.
- 11.5. The foregoing state the Customer's sole and exclusive rights and remedies, and Sandvik Coromant' (including Sandvik Coromant's employees', agents' and sub-contractors') entire obligations and liability, for any alleged or proven infringement of any intellectual property rights.

## 12. LIMITATION OF LIABILITY

- 12.1. NOTHING IN THIS AGREEMENT EXCLUDES THE LIABILITY OF EITHER PARTY (I) BREACH OF THIS AGREEMENT CAUSED BY WILFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (II) FOR DEATH OR PERSONAL INJURY CAUSED BY SANDVIK COROMANT'S GROSS NEGLIGENCE; OR (III) DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH A PARTY IS LEGALLY LIABLE; OR (IV) MANDATORY PRODUCT LIABILITY OBLIGATIONS UNDER APPLICABLE LAWS; AND (V) EITHER PARTY'S BREACH OF SECTION 14 (CONFIDENTIAL INFORMATION).
- 12.2. SUBJECT TO SECTION 12.1: IN NO EVENT WILL SANDVIK COROMANT BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR OTHERWISE, EVEN IF SANDVIK COROMANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) LOSS OR CORRUPTION OF DATA/INFORMATION OR INTERRUPTED OR LOSS OF BUSINESS; OR (C) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. FURTHER, SANDVIK COROMANT AND ITS LICENSORS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHETHER TO PERSONS, MACHINES, TOOLS, WORKPIECES OTHER TANGIBLE PROPERTY OR ANY MONETARY LOSS OR DAMAGE, THAT COULD HAVE BEEN AVOIDED BY THE USER'S COMPLIANCE WITH THE ACCEPTABLE USE POLICY AND PROPER USE OF THE SERVICE.
- 12.3. SUBJECT TO SECTION 12.1: SANDVIK COROMANT'S TOTAL LIABILITY IN CONTRACT (INCLUDING IN RESPECT OF THE INDEMNITY AT SECTION 11.1), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE; CAPPED TO A MAXIMUM AGGREGATE AMOUNT OF 1 000 000 USD.

## 13. TERM OF THE AGREEMENT, CANCELLATION AND TERMINATION

- 13.1. This Agreement is effective as of the Effective Date and shall continue until terminated in accordance herewith or as set forth in the License Details. For the avoidance of doubt, the Agreement will be automatically renewed for additional subscription period(s) unless either party gives notice of termination in accordance with the procedures set out in the License Details or in accordance with the online procedures as set forth at [Terms of Service](#).
- 13.2. **TERMINATION:**
  - 13.2.1. Either party may terminate this Agreement if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after receipt of written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within thirty (30) days thereafter).
  - 13.2.2. Sandvik Coromant may terminate this Agreement in case of a change of control of Customer (whereby 'control' shall mean more than 50 % of the votes or shares in Customer), provided that such change, in Sandvik Coromant's reasonable opinion, materially and adversely affects the commercial relationship between the Customer and Sandvik Coromant or any of its affiliates.
  - 13.2.3. Sandvik Coromant may terminate this Agreement for convenience by giving at least six (6) months' prior notice.
- 13.3. **EFFECT OF EXPIRATION OR TERMINATION:**
  - 13.3.1. In the event of Sandvik Coromant's termination for convenience under Section 13.2.3, Sandvik Coromant shall refund any prepaid license fee pro rata to any remaining period of time for which Customer is licensed to use the Service.
  - 13.3.2. Upon expiration or termination of this Agreement, the Customer shall cease any and all use of the Service and, if requested by Sandvik Coromant, destroy or return all copies of the Documentation and so certify to Sandvik Coromant in writing.
  - 13.3.3. Upon termination of this Agreement, Sandvik Coromant (i) may immediately suspend and revoke the Customer's right to access and Use the Service, and (ii) undertakes not to delete Customer Data and Processed Data during a period of one hundred and eighty (180) days from termination, and (iii)

undertakes to provide the Customer the opportunity to download such data in a reasonable format during said period without additional charge.

- 13.3.4. In addition to the termination rights above, the Customer acknowledges that Sandvik Coromant is entitled, temporarily or permanently, to suspend the Customer and/or particular users in accordance with what is set out in the Acceptable Use Policy.
- 13.4. Any provision that by the very nature of which should survive, shall survive any termination or expiration of this Agreement.

#### 14. CONFIDENTIAL INFORMATION

- 14.1. Each party undertakes to treat as confidential and not disclose any Confidential Information of the other party to any third party or use such Confidential Information for any other purpose than for the due performance of this Agreement.
- 14.2. Subject to suitable confidentiality undertakings, Confidential Information may be disclosed and shared with (i) employees, affiliates' employees and third party consultants on a strict need to know basis ; (ii) auditors and any other persons or bodies having a right, duty or obligation to know the business of the party and then only in pursuance of such right, duty or obligation; and (iii) any person who is from time to time appointed to maintain any equipment on which the Service is being used (in accordance with the terms of this Agreement) and then only to the extent necessary to enable such person to properly maintain such equipment.
- 14.3. Each Party undertakes to ensure that the persons and bodies mentioned in this Clause 14 are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other Party not less restrictive than this Clause 14.

#### 15. GENERAL

- 15.1. Assignment: Neither this Agreement nor any rights or obligations of the Customer hereunder shall be assignable or transferable by the Customer. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Sandvik Coromant may assign this Agreement in whole or in part in its sole discretion.
- 15.2. Severability: If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- 15.3. Amendments: this Agreement may be supplemented, modified or amended by way of online terms or website terms (including shrink-wrap, click-wrap, click-through, click-accept). If the Customer do not agree to the supplemented, modified or amended Agreement, the Customer must stop using the Service.
- 15.4. Construction and Interpretation: The original of this Agreement has been written in English. Customer waives any rights it may have under the law of its country to have this Agreement written in the language of that country. This Agreement shall be equally and fairly construed without reference to the identity of the party preparing this document as the parties have agreed that each participated equally in negotiating and preparing this Agreement, or have had equal opportunity to do so. The parties waive the benefit of any statute, law or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.
- 15.5. Entire Agreement: This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

#### 16. GOVERNING LAW AND ARBITRATION

- 16.1. The Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of Sweden without regard to its principles of conflicts of laws.
- 16.2. Any and all dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm, Sweden, and the language of the proceedings shall be English.

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