

EULA

Fluidit Oy, having the Finnish Business ID 2791719-3 (“**Fluidit**”), or its distributor (“**Distributor**”) has entered or will enter into an agreement with its customer (“**Customer**”) on the delivery of the Software to the Customer. The Customer confirms that it has agreed to and that it is bound by this EULA (“**EULA**”), which is also referred to as “**Terms**”. The Customer’s purchase, procurement or other terms shall not apply to the matters set out in these Terms, even if referred to in Customer’s purchase order or other document submitted by the Customer.

THE CUSTOMER’S ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS EULA IS A CONDITION TO THE GRANT OF LICENSE BELOW.

Article 1: Definitions

- 1.1 "Academic Related Use" means the use of designated Software in object code form solely for internal classroom instruction or scientific research of the Customer’s teaching staff and/or students. Academic Related Use is applicable only if it has been agreed in the Agreement.
- 1.2 “Agreement” means an agreement, where Fluidit or a Distributor agrees with the Customer on the delivery of the Software to the Customer.
- 1.3 “Confidential Information” means information of the other party that is marked as confidential or that should be reasonably understood to be confidential.
- 1.4 “Date of Delivery” means the date when Fluidit provides to the Customer or the Distributor (whichever of these is the earliest) either (i) the initial first license/product key for the Software, or (ii) if license/product key is not used, the initial first copy of the Software or other initial first means for the Customer to use the Software.
- 1.5 "Device" means a single personal computer used by a User.
- 1.6 “Documentation” means Software manuals, release notes, installation notes and other written or electronic documentation that Fluidit or the Distributor provides to the Customer or that are included in or accompany the Software.
- 1.7 “Error” means an error in the Software which causes the Software not to function materially as set out in the Specifications.
- 1.8 “Intellectual Property Rights” means all patents, inventions, trade secrets, trademarks, design rights, methods, copyrights and rights in know-how, whether

registered or not and including applications for grant of any of the foregoing and including the right to amend and further develop the objects of the rights as well as to assign one's rights, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world.

- 1.9 "Personal Data" means any information relating to an identified or identifiable human being which information is processed for the purpose of the fulfillment of the Agreement on behalf of the Customer. An identifiable human being is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.10 "Production Use" means using the Software in object code form solely for internal production purposes in support of one Site.
- 1.11 "Site" means the discrete geographic location where the Customer first installs or uses the Software.
- 1.12 "Software" shall mean the software proprietary to Fluidit and/or its licensors which is licensed to the Customer and itemized in the Agreement, including any modifications, enhancements, error corrections, updates and upgrades that Fluidit or the Distributor may supply to the Customer based on the Agreement.
- 1.13 "Specifications" means the specifications of the Software in the Software description Documentation (as the case may be), excluding marketing materials.
- 1.14 "User" means (i) the Customer's employees and officers and (ii) if specifically agreed in the Agreement, the Customer's service providers' who use the Software only on behalf of and for the benefit of the Customer.

Article 2: License Terms

- 2.1 Subject to the Customer's payment of the prices payable based on the Agreement and provided that the Customer complies with all of the terms of this EULA, the Customer is granted a non-exclusive, non-transferable, non-sublicensable and terminable right, during the term of the Agreement, to (a) install the Software on a Device or Devices of the Customer and allow an agreed number of Users to use the Software for Production Use in the country where the Software is first obtained and strictly pursuant to the Documentation and (b) allow the Users to use the Documentation that accompanies the Software only for the purpose of using the Software in accordance with these Terms.

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- 2.2 However, if a one-time license fee is paid by the Customer for the Software and it has been agreed in the Agreement that the license is perpetual, then the license is perpetual but may still be terminated by Fluidit if the Customer breaches this EULA or Fluidit and/or the Distributor, as applicable, if the Customer breaches the Agreement. For clarity, the Customer is not entitled to any refunds or other compensation in case of termination. The Customer agrees and understands that the usability of such Software as well as any other Software may decrease in time and come to an end. Nothing in this EULA obliges Fluidit to provide any modifications, enhancements, error corrections, updates or upgrades of the Software or any support services for perpetual licenses or otherwise. The Customer specifically agrees and understands that modifications, enhancements, error corrections, updates and upgrades of the Software and any support services are always subject to separate charge.
- 2.3 The license type, the number of Devices on which the Software may be installed and/or the number of Users is agreed in the Agreement. If nothing else is agreed upon, the license is time-limited, the number of Users is one (1) and the number of Devices is also one (1). If the Customer wishes that the Users may be other Users than the Customer's employees and officers, such matter must be agreed in the Agreement. Fluidit has the right to set additional license restrictions and provide additional license terms for different license types.
- 2.4 The Software may not be used for Users' private use (such as household use).
- 2.5 Except as explicitly permitted in these Terms, the Customer may not transfer the Software or the Documentation or allow access to any of them to any third party. There are no implied licenses.
- 2.6 Other than expressly authorized by Fluidit in these Terms, the Customer or Users may not and the Customer shall not attempt or permit or encourage any third party to: i) rent, lease, license, loan, assign, resell or otherwise transfer the Software or the Documentation or any copy thereof, or to permit any of them to be used, directly or indirectly, by any third party; ii) use the Software or the Documentation to offer service bureau or time-sharing services to third parties; iii) disassemble, decompile or reverse engineer the Software or otherwise attempt to derive the source code of the Software or separate any parts of the Software; iv) modify or create derivative works of the Software or the Documentation; v) use, reproduce or copy the Software or the Documentation; or vi) otherwise compromise Fluidit's or its licensors' rights in the the Software or the Documentation.
- 2.7 The Customer acknowledges that registration or activation may be required in order to use the Software.

- 2.8 Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Software does not reduce the number of licenses required.
- 2.9 The Customer may not use any Software identified as an upgrade unless the Customer is properly licenced to use Software which Fluidit has identified as being eligible for an upgrade. After installing an upgrade, the Customer may use the original Software that was eligible for an upgrade provided that at any one time the Customer uses only the upgraded Software or the prior Software version subject to the upgrade and pays all applicable fees and complies with the EULA.
- 2.10 Unless otherwise agreed in the Agreement for floating licenses, a license for the Software may not be shared or used concurrently on different Devices, nor shared or used to support multiple Users or operational requests.

Article 3: Warranty

- 3.1 If the Agreement is between Fluidit and the Customer a thirty (30) days' warranty from the Date of Delivery is provided for the Software. In such a case, Fluidit warrants that for the 30-day warranty period from the Delivery Date the Software will perform substantially in accordance with the Specifications. The warranty is not provided for updates, fixes or new versions of the Software or any beta or test versions of the Software or in case of Academic Related Use or if anything is provided without a charge or if the Agreement is not between Fluidit and the Customer.
- 3.2 Subject to Article 3.1, if a defect in the Software appears during the above-stated warranty period, Fluidit shall, at its sole option and obligation and as the Customer's sole remedy, repair the Software or relevant part thereof (also work around suffices), refund a reasonable portion of the price the Customer has paid regarding the defective part, or provide a replacement for the defective Software. The warranty does not cover Errors: (a) that are caused by faulty use or incorrect hardware or software environment or their incorrect installation (b) that are caused by failure to follow the terms of the Agreement, usage instructions or these Terms; (c) that are caused by a modification or repair performed by anyone else than Fluidit; (d) that are caused by any other software, device, system, product or service, or for any changes in the same, including but not limited to, any scripts of the Customer or changes in them; (e) that are caused by faulty form or content of the Customer's data; or (f) that are caused by force majeure. Further, the warranty is not applicable if the Customer's computer equipment is not in good operating order or the Customer has not installed correct programs to use the Software. Fluidit does not warrant any compatibility between different versions of the Software or the Software's compatibility with any other software, device, system, product, or service.

- 3.3 Repaired or corrected Software or replacement Software shall be covered by the same warranty for the period remaining under warranty covered by the original Software.

Article 4: Disclaimer

- 4.1 Except for the limited warranty stated in Article 3, the Software is provided AS IS, without warranties of any kind. To the fullest extent permitted by applicable law, Fluidit disclaims any and all other warranties (whether express or implied) with respect to the Software and the Documentation, including but not limited to warranties of merchantability and fitness for a particular purpose. Fluidit may, but is not obliged to, provide support services. Such support services are subject to a separate charge and are provided AS IS, without warranties of any kind. The Customer understands and agrees that the Customer is liable for the correctness of all model input data and for all related results, including but not limited to, their interpretation. Fluidit is never liable for any model input data or any related results or the way they are interpreted or any related costs or damages.
- 4.2 The Software is not intended or suitable to be used as control equipment. The Customer is not allowed to use the Software as control equipment, including but not limited to, in any hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines or in any activities in which a failure could lead to death, personal injury, or physical or environmental damage. Further, the Software is not intended or suitable for storing any personal data and it is prohibited to use the Software as patient data system.

Article 5: Customer's Duties

- 5.1 The Customer is obliged to ensure that the Users shall maintain their user names and passwords diligently and that the user names and passwords will not be disclosed to third parties. The Customer is responsible for all use by the Users and in all cases when Users' user names and passwords are used. Only high-quality passwords may be used.
- 5.2 The Customer shall, at its own expense, acquire the connections, data transfer services, hardware, software and information security services that are required for its use of the Software, according to the compatibility requirements set by Fluidit from time to time. The Customer also understands and explicitly accepts that the compatibility may and will change, e.g. decrease and come to an end in time, for instance as versions change or third parties stop supporting specific versions, and Fluidit does not guarantee and is not liable for permanent, interrupted or error-free compatibility with any systems, versions, browsers, devices or otherwise or for any related costs.

- 5.3 The Customer warrants that any and all data disclosed by it, whether directly or indirectly, is correct and may be used and processed for the purposes of this EULA and the Agreement.

Article 6: Intellectual Property Rights

- 6.1 Title and any and all Intellectual Property Rights in and to the Software and the Documentation and in and to all services provided by Fluidit, whether under warranty or otherwise, and all related results, and any modifications, translations, amendments and derivatives thereof (by whomever made) are and shall belong to Fluidit and/or its licensors.

Article 7: Confidentiality

- 7.1 A party (i) may not disclose the other party's Confidential Information to any third party and (ii) may not use the other party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Terms. The structure and user interfaces of the Software, and the Software's underlying ideas and the Documentation are always Fluidit's Confidential Information. However, Fluidit may disclose the Customer's Confidential Information to i) the Distributor without any restrictions if the Agreement is between the Distributor and the Customer and ii) to Fluidit's subcontractors for the fulfilment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar as herein.
- 7.2 Fluidit's confidentiality obligation is limited to one (1) year from the date first receiving the Confidential Information in question.
- 7.3 The foregoing confidentiality and non-use obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving party; (ii) which was in the possession or knowledge of the receiving party prior to receipt of the same from the other party; (iii) which the receiving party receives from a third party who, to the knowledge of the receiving party, did not violate a confidentiality obligation when making the disclosure; (iv) which the receiving party has independently developed without using the other party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Unauthorized disclosures of Confidential Information that are caused by security breaches or unintentional leaks or other similar causes are not regarded as a breach of this confidentiality obligation. Fluidit shall have the right to utilize the general expertise, technical knowledge and skills that its and its subcontractors' and Distributor's personnel have learnt in conjunction with the fulfilment of the Terms.

- 7.4 Fluidit has also a permanent, irrevocable, transferable, sublicensable and free of charge right to store and use for any and all purposes, such as in the development of its products and services, all suggestions, feedback and ideas given by the Customer, directly or indirectly, regarding the Software and/or the Documentation, as well as information arising out of the Customer's and its Users' use of the Software.

Article 8: Personal Data

- 8.1 Personal Data matters are agreed in the Agreement. The Customer represents and warrants that Fluidit and its subcontractors, and the Distributor if the Agreement is between the Customer and Distributor, have the right to process Personal Data for the purposes of this EULA and the Agreement and the instructions for processing have been given in the Agreement.

Article 9: Liability

- 9.1 Fluidit shall have no liability for any indirect damages such as loss of profit, loss of data, loss of revenue or goodwill or business interruption, or for cost of cover purchase or for damages payable to third parties, even if Fluidit has been advised of the possibility of such damages. Fluidit's aggregate maximum liability arising out of or related to the Agreement and everything covered by the Terms for any and all causes of action occurred during any calendar month (including price returns or reductions) shall not exceed the amount of fifty (50) percent (%) of the net prices paid by the Customer to Fluidit during the said calendar month. However, if the Customer has made the Agreement with a Distributor and not with Fluidit, any claims that the Customer may have arising out of or related to the Software or the Documentation or otherwise in any matters covered by these Terms, shall be brought against the Distributor and not against Fluidit. In such a case Fluidit shall not be liable for any kind of damage, damages, loss or losses incurred by the Customer.
- 9.2 The limitations of liability shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability or misrepresentation, and these limitations shall apply notwithstanding the failure of essential purpose of any remedy under the Terms.
- 9.3 No claim, regardless of form, arising out of or related to the Software or the Documentation or otherwise in matters covered by these Terms may be brought by the Customer more than one (1) year after the date on which the Customer first became aware or could reasonably have been expected to become aware of

the cause of action. The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

Article 10: Termination

- 10.1 Without limiting any termination rights of the Agreement, if the Customer breaches any of the terms and conditions of this EULA and does not correct such breach within fifteen (15) days after receipt of Fluidit's or the Distributor's notice thereof, Fluidit and/or the Distributor may terminate the Customer's right to use the Software and Documentation. The Customer is not entitled to receive any refunds.
- 10.2 Upon termination, the Customer must cease using the Software and Documentation and remove all copies of the Software from the Customer's Devices. All provisions of the Terms relating to title and intellectual property rights, limitations of liability, disclaimer, confidentiality obligations and Article "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Terms, shall survive the termination.

Article 11: Miscellaneous

- 11.1 The Software is subject to EU export control laws, regulations and requirements, in addition to export control laws, regulations and requirements based outside of the EU. Regardless of any disclosure made by the Customer to Fluidit or the Distributor of an ultimate destination of the Software, the Customer must not export, re-export or transfer, whether directly or indirectly, the Software, or any portion thereof, or any system containing such Software or portion thereof, to anyone without first complying strictly and fully with all export control laws and regulations that may be imposed on the Software. The Customer shall indemnify, defend and hold Fluidit harmless for any breach of the Customer's obligations pursuant to this Article.
- 11.2 Unless otherwise agreed in the Agreement between Fluidit and the Customer, Fluidit charges the license fees and for all products and services delivered by it pursuant to Fluidit's applicable price list in force from time to time. All taxes will be added to the prices and are payable by the Customer.
- 11.3 The Distributor is not entitled to bind Fluidit into any obligations or liabilities and Fluidit is not bound by any Agreement which is entered into between the Distributor and the Customer.

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- 11.4 These Terms, together with the possible Agreement between Fluidit and the Customer, constitute the complete agreement between Fluidit and the Customer with respect to the subject matter hereof and supersedes all previous proposals, marketing materials and other communications between Fluidit and the Customer with respect to the subject matter hereof.
- 11.5 If any provision of the Terms is found to be contrary to law, the other provisions of the Terms will remain in force. The invalid provision shall be amended by the parties, and the Terms shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.
- 11.6 No change of the Terms shall be binding unless made in writing and signed by duly authorized representatives of each party. A failure by a party to use any of its rights based on the Agreement shall not be construed as a waiver of such right.
- 11.7 Fluidit shall not be liable for delays, defects or damages caused by factors due to an impediment beyond its control, the consequences of which Fluidit could not reasonably have avoided or overcome. Such events of force majeure (“Force Majeure”) shall include (without being limited to) war, strikes and other labour disputes, acts of government, natural disasters, accidents, fire, failures of telecommunication, and failures in Internet and other networks outside Fluidit’s reasonable control, and also Covid-19 and other similar health epidemics even if predictable. Also, similar events suffered by subcontractors are deemed as Force Majeure.
- 11.8 The Terms shall be construed in accordance with the laws of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. All disputes arising out of the Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator in Helsinki, Finland, in English language. The arbitrator shall have at least a master’s degree in law from a Finnish university. Notwithstanding the above, Fluidit is entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the Terms and each party may seek the enforcement of the arbitral award, in any court of law.
- 11.9 All notices to Fluidit shall be sent to: Mannilantie 44 A, 04400 Järvenpää, FINLAND. Fluidit’s contact information is the following: +358 (0)10 526 9780, info@fluidit.com / sales@fluidit.com.

The Customer agrees to this EULA while approving the main contract.