

# Software License Agreement (End User License Agreement – EULA)

*This Software License Agreement (“Agreement”) governs the use of software products within the Mimer software portfolio supplied by LS Electronics AB, company registration number 556472-6684 (“LS Electronics” or “Licensor”).*

*By installing, accessing or using the Software, the Customer agrees to be bound by this Agreement.*

## 1. Definitions

**Software** means any software product, firmware, documentation, configuration files, updates or related materials forming part of the Mimer software portfolio supplied by LS Electronics.

**Customer** means the legal entity acquiring the right to use the Software.

**System** means the hardware, network environment or communication system for which the Software is delivered.

**License** means the limited right to use the Software granted under this Agreement.

## 2. License Grant

Subject to compliance with this Agreement and applicable commercial terms, LS Electronics grants the Customer a non-exclusive, non-transferable and limited license to install and use the Software solely for the Customer’s internal operational purposes.

The Software is licensed, not sold.

Authorized resellers and system integrators may distribute the Software to end customers provided that such end customers accept the applicable LS Electronics Software License Terms.

The License permits use only in connection with the intended System and within the Customer’s own organization unless otherwise agreed in writing.

## 3. Scope of Use

The Customer may:

- install and operate the Software on agreed systems or equipment,
- create one reasonable backup copy for archival purposes,

- use the Software solely for operation of communication systems owned or controlled by the Customer.

The Software may not be used:

- as a hosted or managed service for third parties unless expressly authorized by LS Electronics under a separate agreement.
- for commercial resale of software functionality,
- outside the agreed operational environment, unless expressly agreed in writing.

## 4. Restrictions

Except where permitted by mandatory law, the Customer shall not:

- copy, reproduce or distribute the Software,
- modify, adapt or create derivative works,
- reverse engineer, decompile or disassemble the Software,
- remove copyright or proprietary notices,
- sublicense, lease, rent or transfer the Software,
- provide access to unauthorized third parties.

## 5. Ownership and Intellectual Property Rights

All intellectual property rights in and to the Software remain the exclusive property of LS Electronics or its licensors.

No ownership rights are transferred to the Customer.

## 6. License Term

Unless otherwise agreed in writing, the License is granted on a perpetual basis for the delivered Software version.

The License remains valid provided that the Software is used in accordance with this Agreement and applicable commercial terms.

Termination of agreements governing delivery or support shall not transfer ownership of the Software to the Customer.

## 7. Updates, Maintenance and Support

Updates, upgrades, patches or new releases may be provided under separate support or Service Level Agreements (SLA).

LS Electronics has no obligation to provide updates or continued compatibility unless agreed under such agreement.

## 8. Installation and Responsibility

The Customer is responsible for:

- correct installation and operation,
- maintaining suitable hardware and network environments,
- implementing appropriate cybersecurity and access controls.

LS Electronics shall not be liable for issues arising from unauthorized modification or improper use.

## 9. Compliance and Export Control

The Customer shall comply with all applicable export control laws and regulations and shall not export or re-export the Software in violation of applicable EU or international regulations.

## 10. Audit of License Compliance

Upon reasonable notice, LS Electronics may verify that the Software is used in accordance with this Agreement. Such verification shall be conducted in a manner minimizing operational disruption.

## 11. Termination

LS Electronics may terminate the License if the Customer materially breaches this Agreement and fails to remedy such breach within thirty (30) days following written notice.

Upon termination, the Customer shall cease all use of the Software and delete or return all copies.

## 12. Limitation of Liability

Liability relating to delivery, defects and damages shall be governed by the applicable General Terms and Conditions (GTC) agreed between the parties.

## 13. Order of Precedence

In the event of conflict between this Agreement and applicable GTC, this Agreement shall prevail with respect to Software licensing and usage rights.

## 14. Governing Law and Dispute Resolution

This Agreement shall be governed by the substantive laws of Sweden.

Disputes shall be resolved in accordance with the dispute resolution provisions set out in the applicable LS Electronics GTC.

## 15. Entire Agreement

This Agreement constitutes the complete license terms governing the use of the Software unless otherwise agreed in writing.