

This is an agreement between you, the legal person registered in connection with the order of the Service from the Vendor (the “**Customer**”/”**you**”) and Cryptolens AB, reg. no 559116-1749 (the “**Vendor**”) incorporating these terms of service (the “**Agreement**”), each a “Party” and together the “Parties”. This Agreement takes effect once you have created an account at app.cryptolens.io, in which you get access to the Vendor’s software licensing system (the “**Service**”). The Vendor’s current website, where the Customer can access the Service, is app.cryptolens.io (the “**Platform**”).

By registering to use the Service and entering into the Agreement, you confirm that (i) your intention is to use the Service for business related purposes (i.e. no private use); (ii) you represent the Customer and; (iii) you have the right to legally bind the Customer to this Agreement. Customer commits to comply with this Agreement and any other instructions that Vendor publishes via the Service and Platform from time to time. The Customer undertakes to comply with all laws and regulations applicable for its use of the Service.

By accepting this Agreement, Customer is entitled to use the Service in accordance with the terms and conditions stated herein. If the Customer does not agree with this Agreement, Customer is not authorized to use the Service and must contact the Vendor using support@cryptolens.io.

1 DEFINITIONS

In this Agreement the following terms shall have the meaning given below:

“**Agreement**”

Means the agreement between you and the Vendor incorporating these terms of service.

“**Confidential Information**”

Any information about the Agreement’s content and other information that the Parties have received in connection with the Agreement during the term of the Agreement, whether written or oral and independent of format.

“**Content**”

The content which is uploaded by the Customer, including but not limited to pictures and texts.

“**Data**”

Information that is directly or indirectly associated with the Customer, including but not limited to, product information, license information, and log files.

“**Intellectual Property Rights**”

Any intellectual property right, including but not limited to patent, copyright, trademark, design or trade secret, whether present or future, registered or unregistered, registerable or not, and all applications for registration of the same, anywhere in the world.

“**Levels**”

Different subscription levels the Customer can subscribe to in order to use the Service.

“**Platform**”

The Vendor’s current website, where the Customer can access and download the software. The current URL is app.cryptolens.io. The platform is used to provide the Service for the Customer.

“**Pricing Page**”

The page <https://cryptolens.io/pricing/> in which the different Levels are described.

“**Export Process**”

A process to switch to another vendor or port all exportable data and digital assets to an on-premises ICT infrastructure.

“Public Data”

Data which is displayed to everyone, including but not limited to, payment forms and activation forms.

“Service”

The Vendor’s software licensing system which the Customer gets access to when entering the Agreement.

“User”

The individual who holds a User Account and uses the Service on behalf of Customer.

“User Account”

The Platform log on account which is created by the User on behalf of Customer.

2 DATA PROTECTION

It is of utmost importance for the Vendor to protect the Customer’s integrity. By using this Service, the Customer grants the right to the Vendor to store all the data that is directly or indirectly associated with the Customer, including but not limited to, product information, license information, and log files (the **“Data”**). In cases where the Data is displayed to everyone (the **“Public Data”**), including but not limited to, payment forms and activation forms, the Customer grants the Vendor the right to display the Public Data on the Customer’s behalf. It is solely the Customer’s responsibility to ensure that the Public Data does not violate Swedish or Union law. Vendor guarantees the Customer that Vendor will not share the Customer’s Data with any third party unless required under Swedish or Union law. In this event, the Customer will be notified by the Vendor.

The Data Processing Agreement (DPA) <https://help.cryptolens.io/security/dpa> governs the processing of personal data carried out by Vendor on behalf of Customer in connection with Customer’s use of the Service.

3 USER ACCOUNTS

By creating a log on account on the Platform (the **“User Account”**), the User, on behalf of the Customer, confirms that the information provided is true and correct.

The Customer acknowledges and agrees that the Service is designed and intended for commercial use and the Customer should not share the User Account details and/or password details with any third party.

The Customer is solely responsible for maintaining the confidentiality and security of the User Account and agrees to immediately notify the Vendor of any security breach of the User Account.

In case the Vendor suspects that someone unauthorized has obtained or may obtain access to a User Account password, the Vendor may disable access to such User Account. The Vendor may also disable access to and/or terminate a User Account without prior notice if the Vendor suspects that the Customer has violated any provision of the Agreement or other Vendor guidelines, including but not limited to, the circumvention of technological measures, tampering with the software or the Service, or the deliberate destruction of any data and/or content on the Platform.

4 USER SUPPORT

The Vendor is in no event liable for improper functioning with regards to the Service (including the software). The Customer is not entitled to any compensation or sanction if such improper functioning occurs. However, the Vendor does strive to keep the Service as error-free as possible.

If the Customer discovers default or disorder in relation to the Service, the Customer is required to notify support@cryptolens.io without delay.

5 THE USE OF THE SERVICE AND THE USER'S LIABILITY

The Customer agrees to use the Service only for purposes as permitted by this Agreement, Vendor guidelines applicable from time to time, instructions given from time to time and applicable law or regulation. The Customer may not use the Service in a way that causes the Vendor or a third party harm. If the Customer becomes aware of the Service being used by a third party in violation of these provisions, the Customer shall immediately inform the Vendor of the violation.

The Vendor does not claim any ownership rights to the content which is uploaded by the Customer, including but not limited to pictures and texts ("**Content**"). The Customer is solely responsible for all Content communicated, transmitted or uploaded through the Service and the User Account, including for example texts, pictures, sounds, data, video and links. The Customer guarantees it has all the rights necessary regarding the Content uploaded to comply with the Agreement.

The Customer specifically agrees not to upload, communicate or publish Content that infringes or violates any intellectual property right, including but not limited to patent, copyright, trademark, design or trade secret, whether present or future, registered or unregistered, registerable or not, and all applications for registration of the same, anywhere in the world ("**Intellectual Property Rights**"). The Customer further undertakes not to upload, communicate or publish Content that may violate the integrity of, intimidate or offend another person, that may challenge criminal actions or contain material not permitted by any applicable law or regulation (for example instigation (*Sw. uppvigling*), discrimination, racial agitation (*Sw. hets mot folkgrupp*), child pornography, illegal depiction of violence (*Sw. olaga våldsskildring*) and defamation (*Sw. förtal*).

The Customer must further not upload or transmit any form of virus, worm, Trojan horse, or other malicious code.

The Customer shall indemnify and hold the Vendor harmless from any direct or indirect damages, losses or inconveniences arising out of the Customer's use of the Service including claim made by any third party. This means that if the Customer or someone acting on the Customer's behalf should cause the Vendor or a third party damage, the Customer shall indemnify and hold the Vendor harmless from any such claim.

The Vendor reserves the right to, without prior notice and without compensation, remove any material that the Vendor finds obscene, contains inappropriate material and/or in any other way should violate the Agreement, Swedish or Union law and/or infringes anyone's Intellectual Property Rights. The Vendor reserves the right to immediately terminate the User Account or the Service in accordance with the provisions above, without liability for any damages in relation to the Customer.

6 THE LIABILITIES OF THE VENDOR

The Vendor is not responsible for Content or any linked content. The Vendor will not take any responsibility for any damages, claims, expenses or losses arising from the Content or any linked content breaching law or regulation.

The Customer is aware of the fact and accepts that system down time, system disruption and system disorders in relation to the Platform, Service, data systems or data networks might occur from time to time. The Customer is further aware of that the quality of the Service is affected by the quality of networks, internet suppliers and third party's server and data performances, including the Vendor's subcontractors. The Vendor does not warrant or guarantee certain accessibility in regard to the Service.

The Customer is in no event entitled to compensation due to defaults or improper functioning of the Service.

The Vendor's aggregate liability with respect to the Service shall be limited to direct damage of property and in total shall not exceed the annual amount payable by the Customer. The Vendor is not liable for any indirect losses or indirect damage such as loss of profit, loss of savings, loss of potential agreements or loss of data. The Vendor is in no event liable for the Customer's or someone else's loss or damage, unless when such loss or damage is caused intentionally or by gross negligence of the Vendor.

7 VENDOR'S PROPRIETARY RIGHTS

Under the Agreement the Customer is granted access to use the Service. However, the Service and the Platform belong to and are the property of the Vendor, and the Vendor retains all ownership rights to them. The Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the Service by any means without the prior written consent from the Vendor.

The Vendor encourages the Customer to provide suggestions for improving the Service and/or the Platform. The Customer agrees that all such comments or suggestions will be non-confidential and that the Vendor owns all rights to use and incorporate them into the Service or Platform, without payment or attribution to the Customer.

8 CONFIDENTIALITY

The Parties undertake not to provide information about the Agreement's content and other information that the Parties have received in connection with the Agreement during the term of the Agreement and subsequently not to third parties, whether written or oral and independent of format ("**Confidential Information**"). The Parties undertake to use Confidential Information solely for the purpose of fulfilling their obligations under the Agreement and not for any other purpose. The receiving Party undertakes to take the necessary steps to prevent any employee, consultant or other intermediary from using or disclosing Confidential Information for third parties.

The above does not apply to such information which

- a) at the time of disclosure, or later becomes available to the public in any other way than by violation of the Agreement; or
- b) was already available to the receiving Party or which it has developed on its own before the conclusion of the Agreement and which has not been obtained directly or indirectly by violation of the Agreement.

This confidentiality clause does not prevent a Party from disclosing such information that a Party is required to disclose by applicable law, judgment or authority decision or agreement with a stock exchange or other marketplace.

If a Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws, judgment or authority decision or agreement with a stock exchange or other marketplace, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the disclosing Party. The Parties shall do their utmost to ensure that information provided in accordance with this paragraph, as far as possible, is treated confidentially by the recipient of the information.

9 SUBSCRIPTIONS

The Customer may subscribe to different subscription levels (“**Levels**”) to use the Service. These Levels are described at <https://cryptolens.io/pricing/> (“**Pricing Page**”). During the subscription period, Vendor grants the Customer the rights to use the Service in accordance with this Agreement. Unless agreed otherwise between Vendor and Customer, the Customer is entitled to use the Service’s features as described on Pricing Page. All usage that is not intended for testing purposes counts as a use for commercial purposes. A trial subscription may solely be used for testing purposes.

10 BILLING AND PAYMENT

In order to use the Service, the Customer has to have a valid subscription. All payments are made according to the pricing page, whose link is available on app.cryptolens.io/billing unless agreed otherwise. The Customer is expected to have a valid payment card on file and ensure that enough balance is available at the billing date. In some cases, Customer may have agreed with Vendor to pay by bank wire transfers. It is solely the Customer’s responsibility to ensure that the subscription does not expire. If an invoice is overdue, Vendor retains the right to terminate access to the Service.

11 COOKIES

The Vendor uses cookies on its website. A cookie is a text file that a website stores when a person visits saves on the visitor’s means for communication (smart phones and other mobile equipment and Internet connected computers) and that makes it possible to identify a person as a visitor. The information contained in a cookie can be used to track the visitor’s surfing on websites that make use of the same types of cookies and thus, for example, offers shown can be adapted to the specific visitor.

There are two different types of cookies. The first type is more durable and saves a text file for a period of time on the visitor’s means for communication. This type of cookie has a definite expiration date and is used for functions which, for example, inform the visitor what is new since the visitor last visited the website. When the expiration date for the cookie in question has passed it is automatically erased from the visitor’s means for communication as soon as the visitor revisits the website that placed the cookie on the visitor’s means for communication. The second type of cookie is more temporary (session cookies) and is stored on the visitor’s means for communication during the time a visitor visits a website. This kind of cookie is used for example to keep track on what language a visitor has chosen for the website and will disappear as soon as the visitor closes the web-browser.

The Vendor makes use of temporary cookies. The primary purpose of the Vendor’s use of cookies is to facilitate the communication between the Vendor and the Customer, for example, to avoid the need to type the password all the time.

It is voluntary to consent to the Vendor’s use of cookies. By making use of the Service or having the means for communication set to allow cookies, you consent to the Vendor’s use of cookies on the Platform as described above. If you consent to the Vendor’s use of cookies, all functions on the Platform that requires the use of cookies will be accessible to you.

You have the possibility to abstain from consenting to the Vendor’s use of cookies and to withdraw your consent, which you do by changing the settings on your means for communication so that it no longer allows the use of cookies. In relation to changing the settings in your computer, you can do this by changing the settings in the computer’s web-browser, if you make use of an e-tablet you can usually do this by changing the settings in the operating system and if you make use of a smart phone, you can normally do this by changing the settings of the smart phone’s web-browser.

In the event you do not consent to the Vendor's use of cookies all functionalities on the Platform, may not fully function.

12 ASSIGNMENT

You are not permitted to assign or otherwise transfer your rights and obligations under the Agreement. The Vendor may assign its rights and obligations under this Agreement, in whole or in part, to any third party.

13 MISCELLANEOUS

THIS SERVICE IS PROVIDED BY THE VENDOR "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14 FORCE MAJEURE

Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions; or other event outside the reasonable control of the obligated Party. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

15 CHANGE OF TERMS

The Vendor reserves the right to modify and amend the Agreement from time to time. Such amendments shall enter into effect fifteen (15) days from the date which the Vendor has provided notice of the changes to the Customer. The notice will be communicated either by mail and/or the website (<http://cryptolens.io>) If the Customer finds that the proposed modifications or amendments encompass a limitation of the Customer's rights in a way that the Customer cannot accept, the User is entitled to terminate the Agreement with fifteen (15) days of written notice. The Customer is required to stay updated in regard to the Agreement.

16 TERMINATION OF AGREEMENT

Customer may terminate their subscription by emailing such request to support@cryptolens.io. Termination will take effect immediately upon receipt of such notice. All fees paid or payable are non-refundable, and no reimbursement will be made for any unused portion of the service. The Customer remains responsible for all payments due up to the date of termination. Upon the Customer's request, the Vendor undertakes to delete all the Customer's exportable data and digital assets in connection with termination of the Agreement unless the Vendor is required to keep such data under Swedish or Union law.

Upon request, the Customer may initiate a process to switch to another vendor or port all exportable data and digital assets to an on-premises ICT infrastructure (the "Export Process"). The notice period for the Export Process is two (2) months. The Export Process shall be completed within thirty (30) calendar days from the expiration of the notice period. The Agreement is considered terminated once the Export Process is completed.

The Customer shall be entitled to retrieve its exportable data and digital assets for thirty (30) calendar days following the end of the completion of the Export Process. Thereafter, the Vendor must delete all exportable data and digital assets generated directly by the Customer or relating to the Customer directly.

During the Export Process, the Vendor must (i) provide reasonable assistance to the Customer and third parties authorised by the Customer, (ii) act with due care to maintain business continuity, and continue the provision of the Service under the Agreement, (iii) provide clear information concerning known risks to continuity in the provision of the Service, and (iv) ensure that a high level of security is maintained for the Customer's data.

The Vendor undertakes to support the Customer's exit strategy, including by providing all information reasonably required to ensure a successful completion of the Export Process.

The categories of data and digital assets that may be ported during the Export Process are specified in [Appendix 1](#). The categories of data and digital assets that are specific to the internal functioning of the Service and whose disclosure would risk revealing the Vendor's trade secrets shall be excluded from porting. Such excluded categories of data are specified in [Appendix 2](#).

17 DISPUTE AND APPLICABLE LAW

1.1 This Agreement shall be construed in accordance with and governed by the laws of Sweden.

1.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

1.3 The seat of arbitration shall be Stockholm.

1.4 The language to be used in the arbitral proceedings shall be English.

1.5 Arbitration with reference to this arbitration clause is subject to confidentiality. The confidentiality includes all information that emerges during the proceedings as well as any decision or arbitration given in connection with the procedure. Information subject to confidentiality may in no way be forwarded to third parties without the consent of the other Party.

Appendix 1

The categories of data and digital assets that may be ported during the Export Process are:

- Customer's own data as stored and made available in the Service, including license keys, customer objects and product definitions, to the extent made available via the Service and/or API
- Usage and activation logs relating to the Customer and its end users, to the extent such logs are made available via the Service and/or API

Appendix 2

Categories of data and digital assets excluded from porting

The categories of data and digital assets relating to the internal functioning of the Service that are excluded from porting include, without limitation:

- Source code, internal algorithms and internal configuration of the Service
- Internal monitoring logs and metrics
- Internal analytics and aggregated or anonymised statistics not specific to the Customer
- Security credentials, encryption keys and other confidential technical information