SERVICE TERMS

These service terms (the "Terms") between iconik Media AB (corporate reg. no. 559208-7695 (hereinafter referred to as "Iconik") and the business entity or organisation which has subscribed to the services hereunder ("Customer", "you", and/or "your"), govern Customer´s use of Iconik's cloud based media management and collaboration platform (the "Platform"), which stores and manages videos, images and other media assets, whilst enabling users to search, browse, and add metadata to these assets. The Terms, which apply unless otherwise agreed, form part of an agreement between Customer and Iconik concerning Customer´s use of the Platform and related matters (the "Agreement"). Customer agrees to and will be bound by the Agreement (and shall ensure that any of its authorized users comply with the Agreement). Iconik and Customer are hereinafter each referred to as a "Party" and collectively referred to as the "Parties".

1.   USE OF THE PLATFORM

1.1.   The Platform (including the software, if any, and Documentation, as defined below), is provided against payment in accordance with section 2. below and "as is". Except as expressly set out below, Iconik makes no (and you receive no) warranties in connection with the Platform or with respect to any modifications or improvements thereto, express, implied, statutory or in any other provision of the Agreement or communication between Iconik and Customer.

1.2.   Iconik aims to provide the Platform fully available, bug-free, and safe, but all use of the Platform is at Customer´s and its authorized users own risk. Iconik does not warrant that the Platform will always be available, secure and without errors or interruptions, delays or imperfections. Iconik cannot guarantee that content uploaded to the Platform is available all the time, or that no harm comes to said content. Customer and any user will be solely responsible to keep backup of any content uploaded to the Platform and Iconik cannot be held liable for any damage or disappearance of content uploaded to the Platform.

1.3.   The use of the Platform requires registration of a user account. The user account is personal for each individual user and may not be shared with others. User IDs and passwords shall be kept strictly confidential and may not be disclosed to others. You are responsible for all actions taken using user accounts and passwords and must notify us immediately upon any suspected or detected unauthorized use. Registration of a user account will encompass Iconik's processing of personal data (as defined under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; General Data Protection Regulation, "**GDPR**") . All use and processing of personal data will be made in accordance with Iconik´s Privacy Policy and the Data Processor Agreement.

1.4.   Iconik warrants to the best of its knowledge that the Platform does not infringe upon any Intellectual Property Right of any third party. Iconik furthermore warrants that it has implemented systems and procedures aimed to protect the Platform from spyware, malware or viruses. For the purposes of the Agreement, "**Intellectual Property Rights**" means (i) patents, rights to inventions, designs, copyright and related rights, database rights, trade marks, related goodwill and trade names, in each case whether registered or unregistered; (ii) proprietary rights in domain names; (iii) applications, extensions and renewals in relation to any of the foregoing rights; (iv) Confidential Information (as defined

below); and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

1.5. For the avoidance of doubt, Iconik makes no warranties and assumes no responsibility (for non-infringement or otherwise) regarding any content or data added or uploaded to the Platform by Customer (or users authorised by Customer) or by third parties not acting on Iconik´s behalf ("**Customer Information**") or for any third party products or services. Iconik specifically disclaims all other warranties with regard to the Platform, including warranties of merchantability, non-infringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice. In no event shall Iconik be liable for any, incidental or consequential damages, lost profits or lost data, or any other indirect damages even if Iconik has been informed of the possibility thereof. Should Iconik be held liable, Iconik's entire liability in connection with any use of the Platform shall be limited to an aggregate amount corresponding to fifty (50) per cent of the remuneration paid by Customer to Iconik during the last twelve (12) months prior to the occurrence of the circumstances giving rise to the liability, or, where you have used the Platform for less than twelve (12) months, fifty (50) per cent of the remuneration paid by Customer to Iconik during such shorter period. Customer's liability under the Agreement shall not exceed, in aggregate, an amount corresponding to the total fees paid by Customer to Iconik in the previous twelve (12) months prior to the occurrence of the circumstances giving rise to the liability or, where you have used the Platform for less than twelve (12) months, an amount corresponding to the total fees paid by Customer to Iconik during such shorter period ("**Customer Liability Cap**"). The liability limitations and liability caps set out in this section 1.5 shall however not apply to/in case of i) breach by a Party of section 5; ii) willful misconduct or gross negligence by a Party; iii) Customer´s indemnity in section 3.5 or iv) Customer´s breach of section 4.

1.6 Notwithstanding the foregoing, Iconik may upon request (and subject to separate agreement) undertake to provide the Platform at agreed service levels in accordance with a separate Service Level Agreement ("**SLA**"). Such agreement shall be entered into in writing and be signed by both Parties in order to be binding.

2. CREDITS AND PAYMENT

2.1. All use of the Platform and the features therein requires that you hold sufficient credit or make payment through other available means of payment. Credits are purchased in advance and can be used across all available usage metrics, such as users, storage, and data traffic. The credit amount can be determined by you and shall be based on an estimated consumption rate for an estimated period of time. This estimation shall not be construed as a binding undertaking from Iconik, but solely as an estimation in order for users to know roughly when additional credits must be purchased in order to keep using the Platform. Purchased credits are non-refundable. Please refer to https://iconik.io/pricing for further details and for other available means of payment.

2.2. Iconik may choose to change the charges for use of the Platform and/or the features included in the Platform at any time during the Term and without prior notice to Customer. Changes will however not affect the *value of* credits already purchased by you prior to the change (but will instead be applied when new credit is purchased thereafter). If you do not accept the changes, you may terminate your subscription in accordance with section 6.1 below.

2.3. If you do not have sufficient credits for use of the Platform and/or your chosen features, Iconik may suspend your access to the Platform until full payment is made. Iconik may

also choose to terminate the Agreement between Iconik and Customer with immediate effect.

2.4. Depending on your choice of transaction method, you may be charged additional fees for the transaction or for any other reason by the issuer of your chosen payment method. Local taxes may also vary depending on your choice of payment method. For more information about this, please contact the issuer of your choice of payment method.

2.5. Unless local mandatory law states otherwise, payment of fees is non-refundable. Refunds will never be made due to non-use of the account.

3. OBLIGATIONS

3.1. Customer will take full responsibility for and warrant that (a) any Customer Information uploaded to the Platform does not and will not infringe or violate the rights of any third party, including without limitation any Intellectual Property Rights of Iconik or any third parties; (b) Customer and any user of the account shall have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in any content in order to include their appearance, name, voice, performance or likeness in any content and to upload the same on the Platform; (c) no content uploaded to the Platform is harmful, tortious, excessively violent, pornographic, invasive of another's privacy, racially or ethnically hateful and/or of a racist nature, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, obscene, vulgar, offensive or inappropriate as determined by Iconik in its sole discretion or contains any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and (d) the storage, use or transmission of any Customer content does not violate any laws or terms of the Agreement.

3.2. Should Customer or any of Customer's permitted users upload any Customer Information containing personal data, Customer acknowledges that it is regarded as the controller of personal data, within the meaning of the GDPR (and/or, as the case may be, any other applicable data privacy legislation), and to the extent such content is uploaded, Iconik serves as a processor. Iconik will not process the personal data for any purpose other than to provide the services to Customer (including, without limitation, the Platform and software) under the Agreement, and Customer warrants that it and any permitted users hold all and any applicable consents or other legal grounds for the processing of personal data, including the right to use the personal data via the Platform.

3.3. Iconik will only send Customer and any Customer permitted user information through e-mail to the e-mail address Customer or the user has provided. Customer and any authorized user of the account are for this reason responsible to ensure that the contact information provided is up to date and correct at all times.

3.4. Customer and any permitted user of the account shall take any and all reasonable security measures in order to ensure that the Platform is not harmed through Customer's use or any permitted user's use of the Platform. Such measures shall include protection against viruses and spyware.

3.5. Customer undertakes to fully compensate and indemnify Iconik for all loss caused by Customer´s or any permitted user´s breach of this section 3. This indemnification shall include any reasonable legal costs Iconik may have as a result of the aforementioned breach.

4. OWNERSHIP AND USE

4.1.   Iconik hereby grants Customer a worldwide, non-transferable, non-exclusive right to use the Platform in accordance with the Agreement. You may sub-license the aforementioned license to use the Platform to your Group Companies ("**Affiliates**") without Iconik´s approval (for the avoidance of doubt, employees, freelancers, contractors and/or any other personnel of Customer and its Affiliates shall be permitted to use the Platform based on Customer's instructions but in each case subject to the terms set out herein) and, subject to Iconik´s prior written approval, to other companies ("**Approved Sublicensees**") (provided that Customer remains fully responsible for any such Affiliate and Approved Sublicensees and their respective compliance with the Agreement). Customer acknowledges that Iconik retains ownership of all right, title and interest to the Platform, the Platform design and any supporting written material as Iconik may in its discretion provide to Customer and any user of the account in connection with the use of the Platform ("**Documentation**"), and the Intellectual Property Rights therein subject to this section 4. Documentation includes, but is not limited to, any material made available at: https://app.iconik.io/help/ and https://app.iconik.io/docs/.

4.2.   Customer agrees, in particular, not to:

a)   copy, modify, decompile, disassemble, or reverse engineer the Platform software or design;

b)   make derivative works based upon the Platform, or use the Platform to develop any products or services, without Iconik's prior written explicit approval;

c)   use any Confidential Information of Iconik to challenge or seek to invalidate Iconik's Intellectual Property Rights, or

d)   sell, license, rent or transfer the Platform to any third party (other than as expressly allowed in this section 4).

4.3.   The Parties acknowledge and agree that the Customer owns all Intellectual Property Rights, if any, in the Customer Information.

4.4.   Customer hereby assigns to Iconik, Customer´s entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secret rights) in any modifications or improvements to the Platform which Customer or any authorized user may propose or make during or after Customer´s subscription period, without limitation in time, or which Customer and Iconik may jointly make during said period, and to the extent such information or feedback is not assignable to iconik, Customer hereby grants iconik a fully paid-up, world-wide, perpetual license to use such information and feedback for any commercial purpose.

4.5.   What is stated in this section 4 shall also fully and without changes apply for all and any permitted user of Customer´s account. Customer will be held fully liable for any breaches of this section 4 caused by a permitted account user.

5. CONFIDENTIAL INFORMATION

5.1.   The Parties acknowledge that each Party, in the course of entering into the Agreement and using the Platform may obtain information relating to: (a) the Customer and its business; including Customer Information; (b) the Platform; and (c) Iconik and its business, which is of a confidential and proprietary nature ("**Confidential Information**"). Such Confidential Information may include, but is not limited to trade secrets, know how,

invention techniques, records, processes, programs, schematics, software source documents, data, content, photos, videos, illustrations, articles, animations, metadata, customer lists, financial information, and sales and marketing plans or any other information which is reasonably deemed confidential, proprietary or trade secret information of the Parties. The Parties shall at all times, both during the Term and for a period of at least five (5) years after termination or expiry of this Agreement, for whatever reason (or for such other longer period as trade secrets or other Confidential Information may be protected by law), keep all Confidential Information confidential, and shall not use such Confidential Information other than as expressly authorized by the other Party under the Agreement, nor shall either party disclose any such Confidential Information to third parties without the other Party's prior written consent.

5.2. Upon termination of the Agreement, Customer shall have a period of thirty (30) days to download and/or retrieve all Customer Information stored and/or used via the Platform and/or software (the "**Customer Data Transmission Period**"), provided that Customer has purchased or purchases credits for the Customer Data Transmission Period.

5.3. Following the end of the Customer Data Transmission Period, Customer may request (at its discretion) in writing that Iconik either deletes or destroys all Customer Information. If such request has not been received by Iconik within ten (10) days following the end of the Customer Data Transmission Period, Iconik shall be entitled to delete and/or destroy such Customer Information.

5.4. Customer agrees to immediately return to Iconik, or upon Iconik's request, destroy, all Iconik´s proprietary and/or Confidential Information (including copies thereof) in Customer´s possession, custody or control upon termination of the Agreement and the end of the Customer Data Transmission Period, for whatever reason. Customer shall further certify in writing that all mentioned materials and documentation has been returned or destroyed.

5.5. The obligations of confidentiality in this section 5 shall not apply to information which:

a) has entered the public domain, except where such entry is the result of breach of the Agreement or other confidentiality restrictions;

b) prior to disclosure hereunder was already legally in the recipient´s possession, as evidenced by recipient's records maintained in the ordinary course of business;

c) subsequent to disclosure hereunder is obtained by the recipient on a non-confidential basis from a third party who has obtained the information lawfully and has the right to disclose such information to the recipient;

d) a Party is required to disclose under applicable law or regulation (including applicable stock exchange or marketplace regulations) or by court or governmental order; provided that the disclosure shall, so far as practicable, be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or dispatch

5.6. Customer hereby grants Iconik the right to use the Customer´s logotype and name for customer reference, information and marketing purposes (including use on website/s, at fairs, trade shows, market events and/or presentations, etc.).

5.7. The confidentiality undertakings set out in this section 5 shall also apply with respect to all and any user of Customer´s account.

6. TERM AND TERMINATION

6.1. The term of the Agreement shall commence on signature (which may be made electronically by your representative/user clicking "agree" or similar) and continue until either Party terminates the Agreement in accordance with this section 6 (the "**Term**").

6.2. Customer may choose to terminate its account and the Agreement at any time. In order to terminate the account and this Agreement, please send an e-mail to accounts@iconik.io. Customer will however always be able to use any remaining credits and the account will be terminated once the credits are no longer sufficient to cover Customer´s use.

6.3. Iconik may terminate the account or suspend Customer´s or any authorized user's access to the Platform at any time, including in the event of actual or suspected unauthorized use of the Platform and/or its content, or non-compliance with the Terms, however, Customer (and its authorized users) shall be permitted to continue using the Platform if it has any purchased credits on its account until such credits are used up (such period, however, shall not exceed thirty (30) days), after which this Agreement shall terminate.

6.4. Iconik may terminate the account with immediate effect:

a) if Customer enters into bankruptcy or reconstruction, composition proceedings, suspends payments, enters into liquidation or in any other way can be assumed to have become insolvent, or

b) if Customer is in material breach of any provision of the Agreement and fails to remedy such violation within thirty (30) days after having received written notice by Iconik of said breach.

6.5. Any breach of the terms in sections 4 and 5 shall always be regarded a material breach which entitles Iconik to terminate the account with immediate effect.

6.6. Upon the termination of the account, for whatever reason, the following provisions of the Terms will still apply: 1.5, 3.1, 3.2, 3.5, 4.1, 4.2, 4.3, 4.4, 4.5, 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, 7.1, 7.2, 7.4, 8.1 and 8.2.

7. MISCELLANEOUS

7.1. The Agreement, including the Terms (including any documents referenced herein), together with any additional terms and conditions (e.g. commercial, technical or operational terms regarding charges/credits and usage metrics, etc., as set out on the Platform), constitutes the entire agreement between Customer and Iconik and thus supersedes all previous understandings, whether oral or in writing, between the Parties on the subject matter. Any references to terms and conditions, other than the Terms, made by Customer in purchase orders, business forms, letters, e-mails or otherwise, will for the avoidance of doubt not be valid or be deemed to replace, supersede or amend the Terms or their interpretation unless this has been clearly and expressly agreed between the Parties through written agreement duly signed by authorized representatives of each Party.

7.2. Neither Party may, in whole or in part, transfer, assign or pledge the Agreement or any rights or obligations thereunder, without the prior written approval of the other Party. Any assignment attempted without the written consent of the other Party will be null and void. Iconik will however be entitled to assign, in whole or in part, the Agreement, or any rights or obligations thereunder, to any Iconik Affiliate (where "Iconik Affiliate" means any parent

company, sister company or subsidiary of Iconik as determined by direct or indirect ownership of more than 50 percent of the issued share capital and/or votes), subject to notice of the assignment to the Customer. Iconik shall also be entitled to assign, in whole or part, the Agreement, or any rights or obligations thereunder, in case of a merger, acquisition, divestiture, division or other business transition, subject to notice of the assignment to the Customer. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

7.3. Iconik is entitled to change the Terms at any time during the Term and without prior notice to Customer. In the event of such change, Customer is entitled to terminate the account in accordance with section 6. Such termination must be made without delay. If Customer does not terminate the account as just said, this will constitute an acceptance by Customer of the change of the Terms.

7.4. If any provision of the Terms or part thereof is held invalid, this shall not affect the remaining provisions of the Terms.

7.5. A Party is relieved from liability for a failure to perform any of its obligations due to any circumstance beyond its immediate reasonable control, which impedes, delays, or aggravates any obligation to be fulfilled by said Party under the Agreement, such as acts of authorities, war, acts of war, labor disputes, blockades, major accidents and currency restrictions.

8. GOVERNING LAW AND DISPUTES

8.1. The Agreement, including the Terms, shall be construed in accordance with and be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the contract, 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**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English, unless both Parties agree in writing to use the Swedish language.

8.2. The Parties undertake, without any limitation in time, not to disclose the content of any contract negotiations, as well as the presence or content of an arbitration award arising from the Agreement or information regarding negotiations, arbitration or mediation arising from the Agreement. What is stated in this section 8.2 applies unless otherwise is prescribed by law, statute, authority regulations, stock exchange regulations or good practice on the stock market or otherwise required for the enforcement of a judgement.

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This text was last updated on 30 November 2021