SOFTWARE LICENSE AND ACCESS AGREEMENT

AREA OF APPLICATION: this Software License and Access Agreement (the "**Agreement**") govern the Customer's Use of the Software.

The Agreement shall apply to all software or software service deliverables of Coromant (as a standalone product, embedded as a component in any supplied hardware or provided as a service, typically for use in or in combination with products manufactured and/or distributed by Coromant). Upon submitting a subscription order or by accepting an offer from Coromant, or an Approved Source, you accept the terms and conditions of this Agreement on behalf of the Customer, 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 Software will comply with applicable sections of this Agreement as well as any Acceptable Use Policy. If you do not have the legal authority to bind the Customer, do not click to accept, or sign a main agreement or similar referring to this Agreement, or Use the Software. **LEGAL EFFECT:** By clicking accept, signing a main agreement or similar referring to this Agreement, or Using the Software, the Customer agrees to be bound by the Agreement and the Agreement enters into force (the "**Effective Date**").

1. DEFINITIONS

"**Acceptable Use Policy**" means the acceptable use policy for the Software, as available on the Homepage or through the Software as updated by Coromant from time to time.

"**Approved Source**" means a reseller or agent authorized by Coromant to sell the Software.

"**Coromant**" means AB Sandvik Coromant.

"**Customer**" means the legal entity licensing the Software under this Agreement.

"**Customer Content**" refers to any Customer's user data (such as user IDs, password etc), tool and machine data, and all other data or information uploaded by the Customer into the Software and Processed Data.

"**Derived Data**" means anonymized and aggregated data (such as usage data, metadata, generated data and by-product data) obtained and collected by Coromant in connection with Customer's Use of the Software.

"**Documentation**" means the most recent written (i) user or technical manuals, (ii) training materials, (iii) specifications or (iv) other documentation applicable to the Software made available by Coromant, or an Approved Source, in writing or on the Homepage.

"**Homepage**" means https://www.sandvik.coromant.com/en-gb/products/coromant_capto/Pages/coromant-capto-plus.aspx.

"**Product and License Details**" means the allowed level of usage and other details of the license; including license duration, quantity, published on homepage. More detailed information about your licenses is find under My Page and Entitlements.

"**Processed Data**" refers to the data provided to the Customer by Coromant through the Customer´s use of the Software.

"**Software**" means the Coromant Capto DTH Plus software as specified in the Documentation (provided as a standalone product or embedded as a component in any supplied hardware), including any Updates but excluding any Third Party Software. Software does not include source code.

"**Territory**" means the country in which the Licensee has its legal seat.

"**Third Party Software**" means software provided by third parties that may be included, provided with or otherwise used together with the Software as specified in Clause 2.3.

"**Updates**" means patches, additions, modifications, and new versions of the Software incorporating such patches, additions and modifications that are provided to Customer by Coromant and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Coromant reasonably considers to be a separate product or for which Coromant, or an Approved Source, charges its customers extra or separately.

"**Use**" or "**Using**" means to download, install, activate, access or otherwise use the Software.

2.   LICENSE

2.1.   Upon submitting a subscription order or by accepting an offer from Coromant, or an Approved Source, (including acceptance of this Agreement) and subject to payment of the applicable fees and compliance with this Agreement, Customer is granted a limited, non-exclusive, non-sub-licensable, non-transferable limited license to Use the Software and the Documentation solely for Customer's internal operations in the Territory and in accordance with the Product and License Details and the Documentation.

2.2.   Customer may install Software on Customer's machines only in accordance with the Documentation. Customer may also make a reasonable number of copies of Software for testing, back-up and archival purposes.

2.3.   The Software contains certain Third Party Software which is provided solely under the terms and conditions provided by its respective suppliers. The Customer may, if the Software supports such functionality, add additional Third Party Software not provided together with the Software. Any such additional Third Party Software is licensed solely on the terms and conditions provided by its respective suppliers. Coromant, or an Approved Source, does not support or endorse the use of any Third Party Software together with the Software and assumes no liability whatsoever for any errors in the Software or any other liability whatsoever that may occur as a result of the use of any Third Party Software.

3.   LICENSE RESTRICTIONS.

3.1.   Customer must not (and must not allow any third party to):

3.1.1.   transfer, sublicense, or assign the Customer's rights under this license to any other person or entity;

3.1.2.   modify, adapt or create derivative works of the Software or Documentation or reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, underlying ideas, algorithms, libraries, file formats, data, databases or programming interfaces for the Software;

3.1.3.   make the functionality of the Software 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 Software that is licensed for a specific device (and always in accordance with the System Requirements), whether physical or virtual, on another device, including not using the Software in connection with secondhand or refurbished Coromant equipment or products, or on Coromant equipment or products not purchased through an Approved Source; or

3.1.5.   remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or the Documentation.

4.   OWNERSHIP

4.1.   Coromant or its licensors retain ownership of all intellectual property rights in and to the Software and the Documentation, including copies, improvements, enhancements, derivative works and modifications thereof. Any intellectual property rights created in relation to the Software by the Customer's use of the Software shall vest with Coromant.

4.2.   The Customer's rights to use the Software and the Documentation are limited to those expressly granted by this Agreement and any applicable Product and License Details. No other rights with respect to the Software or Documentation or any related intellectual property rights are granted or implied.

5. CUSTOMER'S USE OF THE SOFTWARE

5.1. The Customer shall be solely responsible for its activities related to the use of the Software and the Documentation. The Customer undertakes to indemnify and hold Coromant, or any Approved Source, harmless from any liability inflicted upon or incurred by Coromant, or any Approved Source, resulting from any use of the Software or the Documentation by the Customer or by a third party who has obtained, lawfully or unlawfully, the Software or copies thereof from the Customer, including, but not limited to, claims from third parties, damages, lost profits and additional license fees for Coromant or other costs, including reasonable attorney's fees.

5.2. The Customer assumes sole responsibility for any data and results obtained from its use of the Software and the Documentation, and for conclusions drawn from such use, and for maintaining validation, error correction, back up and reconstruction of its own data input to, or output by, the Software.

5.3. The Customer is responsible for ensuring that its use of the Software complies with all relevant legislation, including (without limitation) manufacturing and export, and will indemnify Coromant, or any Approved Source, against any damages, claims, losses and costs resulting from any such incorrect or illegal use.

6. DISCLAIMER AND NO WARRANTY

6.1. THE SOFTWARE IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COROMANT, OR ANY APPROVED SOURCE, DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SOFTWARE; (B) THE DOCUMENTATION; OR (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO COROMANT. IN ADDITION, COROMANT, OR ANY APPROVED SOURCE, HEREBY DISCLAIM 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. COROMANT, OR ANY APPROVED SOURCE, DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. COROMANT, OR ANY APPROVED SOURCE, DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) FROM THE SOFTWARE IS ACCURATE, COMPLETE, OR USEFUL.

6.3. THE CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SOFTWARE IS AT ITS SOLE RISK. COROMANT, OR ANY APPROVED SOURCE, DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SOFTWARE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND COROMANT, OR ANY APPROVED SOURCE, SPECIFICALLY DISCLAIM 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 AND MANAGEMENT

7.1. General
   7.1.1. The overall principles and framework for the collection and use of data in connection with the Software are described in the Documentation and/or the Homepage as updated from time to time.

7.2. Customer Content
   7.2.1. Subject to this Section 7.2 and Section 7.3 below, all rights, title and interest in relation to Customer Content are retained by the Customer.
   7.2.2. The Customer hereby acknowledges that Coromant will use, store, and process Customer Content provided to Coromant as required for Coromant to provide the Software pursuant to this Agreement. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all

Customer Content. The Customer further agrees, acknowledges and gives Coromant the right to create, obtain, collect, store, process and use Processed Data for the Purpose in the same manner and under the same conditions as set forth under Section 7.3 below, save for that Customer and tool serial number will be traceable under the term of the Agreement and thereafter anonymized. For the avoidance of doubt, such Processed Data will not contain any Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679).

7.2.3. The Customer Content is made available at Coromant's discretion and may be made available, exportable or storable only at Coromant's discretion/as implemented in the Software.

7.3. Derived Data

7.3.1. The Customer agrees and acknowledges that Coromant may, and Coromant reserves the right to, create, obtain, collect, store, process and use Derived Data generated through the Customer's Use of the Software, such as metadata and other information about the Customer's use of the Software, Customer Content, and/or other data; provided, however, that neither the Customer nor particular users shall be identifiable therefrom. For the avoidance of doubt, Derived Data will not contain any Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679).

7.3.2. All rights, title and interest in relation to Derived Data will be exclusively retained by Coromant and may be freely used for Coromant's or its affiliates' own business purposes including the development, optimization, improvement, marketing, scheduling, and support of (i) the Software; and (ii) other current and future (a) software, services, and systems; (b) goods, products, equipment, parts, and services; (c) parts deliveries; (d) processes; and (e) support ((i) – (ii) jointly referred to as the "**Purpose**").

7.3.3. 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 Coromant will not provide any copies of (or information about) Derived Data to Customer, and that Coromant will not be required to return or destroy any such Derived Data (upon termination of this Agreement or otherwise).

8. PERSONAL DATA

8.1. To the extent that Coromant, or any Approved Source, acts as a data controller (as such term is defined in the General Data Protection Regulation 2016/679 (the "GDPR"), Coromant, or any Approved Source, shall ensure that all data it collects, and processes shall be in compliance with the GDPR.

9. SUPPORT, UPDATES AND RIGHT TO CHANGE FUNCTIONALITY

9.1. This Agreement does not include any assistance services; such as installation, training, maintenance- or support services other than as offered by Coromant, or any Approved Source, from time to time. In case such assistance service is provided by Coromant, or an Approved Source, the Customer shall be solely responsible for the performance and result of any such services and Coromant, or an Approved Source, accepts no liability in relation thereto.

9.2. Coromant may without prior notice provide Updates and maintenance to the Software as well as changes, amendments and modifications to the Software, including the functionality of the Software. The Customer understands and accepts that such Updates and maintenance and such changes, amendments and modifications may lead to down-time and decreased availability in the Software.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Coromant shall defend the Customer against any third party claim that the Software or Documentation infringes any intellectual property rights 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 10 and Section 11, provided that (i) Coromant is given prompt notice of any such claim; (ii) the Customer provides

reasonable co-operation to Coromant in the defence and settlement of such claim; and (iii) Coromant is given sole authority to defend or settle the claim.

10.2.   In the defence or settlement of any claim, Coromant may procure the right for the Customer to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available in Coromant's sole discretion, terminate this Agreement with immediate effect. The Customer shall in such case be obliged to stop using the Software 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 Software.

10.3.   In no event shall Coromant, an Approved Source, or sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

10.3.1. a modification of the Software or Documentation by anyone other than Coromant or an Approved Source;

10.3.2. the Customer's use of the Software or Documentation in breach of this Agreement, or in a manner contrary to the instructions given to the Customer by Coromant or an Approved Source;

10.3.3. the Customer's use of the Software or Documentation after notice of the alleged or actual infringement from Coromant or any appropriate authority; and

10.3.4. 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.

10.4.   Coromant's liability under this Section 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.

10.5.   The foregoing state the Customer's sole and exclusive rights and remedies, and Coromant's (including Approved Source's) entire obligations and liability, for any alleged or proven infringement of any intellectual property rights.

11.   LIMITATION OF LIABILITY

11.1.   Nothing in this Agreement excludes the liability of either party (i) for fraud or fraudulent misrepresentation; or (ii) for death or personal injury caused by Coromant's, or an Approved Source's, negligence.

11.2.   SUBJECT TO SECTION 11.1: IN NO EVENT WILL COROMANT, OR ANY APPROVED SOURCE, BE LIABLE FOR THE FOLLOWING, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE, EVEN IF COROMANT, OR ANY APPROVED SOURCE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (A) INDIRECT, INCIDENTAL, EXEMPLARY, 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.

11.3.   SUBJECT TO SECTION 11.1: COROMANT'S, OR ANY APPROVED SOURCE'S, TOTAL LIABILITY IN CONTRACT (INCLUDING IN RESPECT OF THE INDEMNITY AT SECTION 10.1), 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 SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

11.4.   The Swedish Sales of Goods Act (SFS 1990:931) or the International Sales of Goods Act (CISG) (SFS 1987:822) shall not be applied to any provision of this Agreement or to any delivery of the Software.

12.   TERM OF THE AGREEMENT, CANCELLATION AND TERMINATION

12.1.   This Agreement is effective as of the Effective Date and shall continue until terminated in accordance herewith or as set forth in the Product and License Details.

12.2.   Termination:

12.2.1.   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).

12.2.2.   Coromant, or an Approved Source, may terminate this Agreement with immediate effect for convenience.

12.3.   Effect of Expiration or Termination:

12.3.1.   In the event of Coromant's, or an Approved Source's, termination for convenience under Section 12.2.2, Coromant, or an Approved Source, shall refund any prepaid license fee pro rata to any remaining period of time for which Customer is licensed to use the Software.

12.3.2.   Upon termination of this Agreement, the Customer shall cease any and all use of the Software and, if requested by Coromant, or an Approved Source, destroy or return all copies of Software and Documentation and so certify to Coromant, or an Approved Source, in writing.

12.4.   Any provision that by the very nature of which should survive shall survive any termination or expiration of this Agreement.

13.   CONFIDENTIAL INFORMATION

13.1.   The Customer undertakes to treat as confidential and not disclose any information contained or embodied in the Software or Documentation and any material provided by Coromant, or an Approved Source, (hereinafter collectively referred to as the "**Confidential Information**") to any third party or use such Confidential Information for any other purpose than for the due performance of this Agreement provided that this Clause 13 shall not extend to any information which was rightfully in the possession of the Customer 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).

13.2.   The Customer shall not without the prior written consent of Coromant divulge any part of the Confidential Information to any person except to (i) the Customer's employees and third party consultants on a strict need to know basis; (ii) the Customer's auditors and any other persons or bodies having a right, duty or obligation to know the business of the Customer and then only in pursuance of such right, duty or obligation; and (iii) any person who is from time to time appointed by the Customer to maintain any equipment on which the Software is being used (in accordance with the terms of this Agreement) and then only to the extent necessary to enable such person properly to maintain such equipment.

13.3.   The Customer undertakes to ensure that the persons and bodies mentioned in Clause 13.2 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 Coromant.

14. GENERAL

14.1. Assignment etc: 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. Coromant, or an Approved Source, may assign this Agreement in whole or in part in its sole discretion.

Notwithstanding the use of any Approved Source, Coromant retains all rights to act against the Customer in order to protect its interests. The obligations on the part of the Customer and the rights and limitations of liability on the part of Coromant contained in this Agreement shall, *mutatis mutandis*, apply, operate and take effect also for the benefit of, and shall be enforceable by, Coromant's affiliates and Approved Sources, their successors and assigns, jointly and severally.

14.2. 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.

14.3. 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).

14.4. 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.

14.5. 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.

15. GOVERNING LAW AND ARBITRATION

15.1. 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.

15.2. 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.