

securiCAD Vanguard license agreement and privacy statement

LICENSE AGREEMENT

securiCAD Vanguard – 2019Q4

1. BACKGROUND

Foreseeti AB, reg.no. 556977-7625, Sveavägen 166, 113 46 Stockholm, ("Licensor") support companies to manage cyber security architectures in Amazon AWS through the use of the software program securiCAD Vanguard. securiCAD Vanguard is an analysis tool that, among other things, help companies understand their current cyber security posture, prioritize areas to address and proactively manage cyber security architectures. securiCAD Vanguard is a version of securiCAD distributed as Software-as-a-Service (SaaS) for the purpose of analyzing Amazon AWS environments.

2. DEFINITIONS

In this Agreement the following terms shall have the meaning set forth below:

"Agreement" means this document.

"Product Documentation" means Licensor's standard or limited user manual for the Software valid from time to time which may be distributed to the Licensee if any.

"Software" means the software called securiCAD Vanguard, and including the Product Documentation (if any). securiCAD Vanguard is a cloud-based SaaS offering, that is running on a cloud infrastructure.

3. LIMITED SCOPE OF LICENSE, LIMITATION OF USERS

Licensor hereby grants to Licensee a non-exclusive license to use the Software free of charge for evaluation purposes and for as long as the Software is distributed as an introductory offering. The Software may not be used for any other purpose. Further, no warranties are provided as stated in paragraph 4 below. The right to use the Software free of charge is a time limited offering that can be terminated at the Licensor's discretion. The Licensor will give notice of change of terms to the Licensee at least 14 days in advance. The Software may, unless agreed in writing by Licensor only be used by the individual(s) to which it was made available by Licensor. Licensor has the right to contact Licensee and to ask for user feedback. This agreement may be terminated at any time by any of the parties.

4. NO WARRANTY

Licensor makes no warranties, express or implied, regarding the Software, including without limitation its quality, freedom from defects, performance, merchantability or suitability for any particular purpose.

5. OWNERSHIP AND INFRINGEMENT

5.1 Licensor makes no warranties, express or implied, regarding the Software, including without limitation its quality, freedom from defects, performance, merchantability or suitability for any particular purpose.

5.2 If infringement of any intellectual property rights resulting from the use by Licensee of the Software is finally found to exist Licensor may at its option and at its expense either (i) procure the right for Licensee to continue using the Software, (ii) replace the infringing part thereof with non-infringing software, or (iii) terminate the license. This Section 5 exhaustively sets forth Licensor's obligations in case of claims of infringement of third party rights.

6. FORCE MAJEURE

A Party shall be excused from performance of its obligations under the Agreement if performance is prevented due to circumstances outside the Party's control ("force majeure"). Performance shall be resumed as soon as the force majeure event ceases to affect performance. Force majeure shall include war, terrorist attacks, orders by public authorities, new or amended legislation, industrial action and natural disasters and other circumstances outside the affected Party's control. A Party whose performance is affected by an event of force majeure shall notify the other Party in writing thereof without delay, failing which its right to be excused from performance shall be barred.

7. CONSEQUENCES OF TERMINATION

When the Agreement expires or is terminated, Licensee shall upon request from Licensor immediately deliver all copies of the Software to Licensor, ensure that all other documentation and materials pertaining to the Software are destroyed and confirm in writing that no materials pertaining to the Software remain in its possession. For avoidance of doubt; Licensee may still keep the analysis output that has been produced by using the tool during the evaluation, such as prints of the modelled architecture and analysis output.

8. NOTICES

8.1 Any notices required or permitted under this Agreement shall be made in writing and delivered by hand or sent by registered mail or by e-mail to the addresses set forth initially or subsequently notified.

8.2 Notices shall be deemed given;

- a) upon delivery in case of delivery by hand;
- b) two calendar days after dispatch in the case of registered mail; and
- c) the first working day in Sweden after the day of transmission in the case of notices by e-mail.

9. GOVERNING LAW, DISPUTES

9.1 This Agreement shall be governed by and construed in accordance with Swedish substantive law.

9.2 Any dispute concerning or arising out of this Agreement shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "Institute"). The Rules for Expedited Arbitrations of the Institute

9.3 The Parties undertake and agree that arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.

PRIVACY STATEMENT

securiCAD Vanguard – 2019Q3

Foreseeti AB asks you for the following information when you download SecuriCAD Vanguard:

- Your name
- Your email address
- Your organization
- Your role in your organization
- Reason for interest

We do this because we need to administer the information for the agreement you sign, and because we may contact you for marketing and business purposes, such as making sure you are getting started in a correct way with securiCAD Vanguard. If you do not wish to be contacted for marketing and business purposes, please send an email, or tell us when we contact you by following the "unsubscribe" link in the first email you receive from us.

In addition to this, Foreseeti AB also logs when you run the simulation part of securiCAD Vanguard. We do this because we need to better understand how often securiCAD is used so that we can improve our business and software.

Your data is stored in a public cloud infrastructure at Amazon Web Services in Germany, but only you will have access to the data. We will delete all your personal information within three months after the end of your license or if you choose to end the license agreement in advance.

The legal basis for this processing is that we need to process data to fulfill our contractual obligations towards you and pursue legitimate interests that Foreseeti AB as a company has.

Your confidentiality is important to us. We will never look at your models (unless completely anonymized) and we will never share your securiCAD data with any third party.

For further information on how your information is used, how we maintain the security of your information and your rights to access the information we hold on you, please email us.