

## **Avensia Storefront License Types and General Terms and Conditions**

These definitions of license types and general terms and conditions (“GTC”) apply to all software license agreements between Avensia Storefront AB (“ASF”), and you (“You”). Please read them, and let them act as a general guide and reference.

These definitions of license types and general terms and conditions (“GTC”) apply to all software license agreements between Avensia Storefront AB (“ASF”), and you (“You”). Please read them, and let them act as a general guide and reference. They apply to any Avensia Software You have used, downloaded or in any way have/had access to, which includes the media on which You received it, if any (Avensia Software is hereinafter collectively referred to as “Software” and further defined below). The terms and conditions also apply to any Software updates, supplements, Internet-based services, expert services and support services, unless other terms accompany those items.

By installing or in any way using any Software, You (i) represent and warrant that You have the authority to bind the person(s), organization(s) or entity registered as a partner at <http://www.avensiastorefront.com> under whose credentials You downloaded or in any other way gained access to the Software, and (ii) accept and agree on behalf of person(s), organization(s) or entity to be bound by all of the terms and conditions contained herein.

BY USING ANY SOFTWARE, YOU ACCEPT THESE TERMS AND CONDITIONS AND THE ADDITIONAL TERMS SET OUT IN THE Avensia Storefront END-USER LICENSE AGREEMENT (“Avensia Storefront EULA”). IN CASE OF ANY DISCREPANCY OR INCONSISTENCY BETWEEN THESE GTC AND THE Avensia Storefront EULA, THE Avensia Storefront EULA SHALL PREVAIL, UNLESS THE CIRCUMSTANCES CLEARLY INDUCE OTHERWISE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT COPY, INSTALL, OR USE ANY PORTION OF THE LICENSE FOR SOFTWARE.

FOR THE AVOIDANCE OF DOUBT, THESE GTC DOES NOT INCLUDE ANY LICENSE FOR SOFTWARE. THESE GTC MUST BE AGREED TO ALONG WITH THE Avensia Storefront EULA, AS WELL AS USER TERMS OF Avensia Storefront WEBSITES AND ANY OTHER REQUIRED AGREEMENT AND/OR TERMS AND CONDITIONS, AS THE CASE MAY BE, WITH Avensia Storefront IN ORDER FOR YOU TO RECEIVE A LICENSE OF ANY KIND FROM Avensia Storefront.

### **1. Definitions**

“Avensia Storefront Demonstration License” is controlled and defined by the Avensia Storefront EULA. For avoidance of confusion, use of Avensia Storefront Demonstration License(s) are further limited to non-Production, non-Commercial use, and is bound by both the corresponding Avensia Storefront EULA and these GTC, and is limited by time, usage and functional constraints dictated by Avensia Storefront. For additional information, please see Section 3.3 below.

“Avensia Storefront Development License” is controlled and defined by the Avensia Storefront EULA. For avoidance of confusion, use of Avensia Storefront Development License(s) are further limited to non-Production, non-Commercial use, and is bound by both the corresponding Avensia

Storefront EULA and these GTC, and is limited by time, usage and functional constraints dictated by Avensia Storefront. For additional information, please see Section 3.4 below.

“Pricing Terms” means the pricing terms of the License(s) negotiated between You and an Avensia Storefront Reseller or You and Avensia Storefront. Pricing Terms includes any Avensia Storefront generated invoice, quote or agreement that includes number of licenses and the cost of each of those licenses.

“Product Upgrades” means releases or new versions of Software released developed and released by Avensia Storefront.

“Physical Server(s)” means a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate single physical hardware system. Thus, one (1) Physical Server, for purposes of Avensia Storefront licensing, is equal to one (1) Server.

“Server(s)” means either a Physical Server or a Virtual Server. As they are treated equally in terms of Episerver licensing, the term Server can reference either.

“Avensia Storefront DxC” means the license model where Avensia Storefront is used in conjunction with Episervers Digital Experience Cloud which in this agreement is considered as a managed service provided by Episerver. Using Avensia Storefront in the DxC services under this agreement does not in any way include any managed services, hosting or other services than stated in this agreement and the Avensia Storefront EULA.

“Instance(s)” means a single (1) web application with a single (1) database running on a Virtual Server, not bound by a media access control address (“MAC”) or internet protocol (“IP”) address, primarily meant to be used in a cloud hosting environment. This includes Avensia Storefront hosted in Episervers Digital Experience Cloud (DxC) or in any other cloud environment such as (but not limited to) Microsoft Azure and Amazon Web Services.

“Site(s)” means a web site defined in the Episerver CMS Software and each Site License is valid for one (1) Episerver web site and Avensia Storefront Integration. Each Episerver Site has a unique start page defined under the Episerver root node. Specifically, You can find this information in Episerver 7 or 8 under the [CMS] tab, then [Admin], then [Config], then [Manage Websites]. In this view, under [Manage Websites], each Site listed under [Websites] constitutes one (1) Site. The amount of Site(s) You run, in turn, will affect the number of License(s) that must be purchased. For additional information, please see Section 3.1 and 3.2 below. Any other configuration not specifically identified in Section 3.1 and 3.2 shall constitute a different Site(s). Please contact Avensia Storefront or Episerver if You have any questions regarding the definition of sites.

"Software" is controlled and defined by the Avensia Storefront EULA. For avoidance of confusion, the concept can include any instance of any Avensia Storefront Software, component, service, modules, connectors, packages, and/or bundles, configured to operate with the developer's implementation and/or the Avensia Storefront services. For further clarification, this includes the any Avensia Storefront created software (source code and object code), libraries, application programming interfaces (APIs), sample code and accompanying documentation, excluding any open source software.

“Virtual Server(s)” mean a virtual operating system environment where the operating system instance is used to run hardware virtualization software (e.g. Microsoft Virtual Server, VMWare or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) and is considered equal to a single physical operating system

environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system and thus one (1) Virtual Server, for purposes of Avensia Storefront licensing, is counted the same as one (1) physical Server.

## 2. Software Subscription and Mandatory Activation

Subject to Your compliance with the terms of these GTC, applicable Avensia Storefront EULA, and any other agreement, terms and conditions You have with Avensia Storefront, You agree to the following:

### 2.1 Software Subscription

2.1.1 For one (1) calendar year from the date of purchase of the Software License(s), You shall be provided access to any Product Updates ("Initial Software Subscription Term"). Beyond the first year, should You purchase continued Software Subscription, You shall be entitled to available Product Upgrades for the Software set out in the respective Pricing Terms for the calendar year that You have purchased the Software Subscription. Installation and implementation of the Product Upgrade are not included in the Software Subscription.

2.1.2 Payment and Invoicing for Software Subscription(s): Beyond the Initial Software Subscription Term, Software Subscription(s) is renewed automatically and You will be charged an annual fee as set out in the Pricing Terms, payable annually in advance. The Software Subscription is renewed automatically for a period of twelve (12) months, unless You give written notice to Avensia Storefront of non-renewal at least ninety (90) days before the end of the then current Software Subscription term. In addition, You may terminate the Software Subscription at any time in the event Avensia Storefront is found to be negligent with the Software Subscription. Avensia Storefront reserves the right to change the scope and content of the Software Subscription in conjunction with its annual renewal, provided that Avensia Storefront gives You notice of all such change(s).

2.1.3 Software Subscription Renewal Pricing: Upon renewal Avensia Storefront, at its sole discretion, may increase the fees for the software subscription, provided that Avensia Storefront gives You notice of such increase and an opportunity to terminate the Software Subscription.

### 2.2 Avensia Storefront DxC Subscription

2.2.1 For the term of the Avensia Storefront DxC subscription period, You shall be provided access to any Product Updates ("Initial Software Subscription Term"). Installation and implementation of the Product Upgrade are not included in the Software Subscription.

2.2.2 Payment and Invoicing for the Avensia Storefront DxC Software License(s): You will be charged a monthly fee, payable monthly in advance, from the point where this agreement is in effect as set out in the Pricing Terms. The Avensia Storefront DxC Subscription is renewed automatically for a period of twelve (12) months, unless You give written notice to Avensia Storefront AB of non-renewal at least ninety (90) days before the end of the then current Software Subscription term. In addition, You may terminate the Software Subscription at any time in the event Avensia Storefront is found to be negligent with the Avensia Storefront DxC Subscription. Avensia Storefront reserves the right to change the scope and content of the Avensia Storefront DxC Subscription in conjunction with its annual renewal, provided that Avensia Storefront gives You notice of all such change(s).

### 2.3 Mandatory Activation:

2.3.1 To reduce software piracy, Avensia Storefront requires Software to be activated. Activation of Your copy of the Software in the manner described during its setup sequence is required. You may

also need to reactivate Software if You modify Your computer hardware or alter the Site(s) and/or Server(s) and/or domains.

### 3. Additional Information and License Types

3.1 Additional Information on Site(s): A Site is a unique collection of content associated with one or more domain names, using the same start page. Multilingual variations of a Site can be associated with unique domain names. Further examples of what constitutes a single Site -

3.1.1 Localized Site(s): *www.mysite.com* and *www.mysite.se* use the same start page and content, differing only by language and thus only constitute one (1) Site.

3.1.2 Redirected entry points *www.entry.com* or *entry.mysite.com* are entries to *www.mysite.com/entry*, thus only constitute one (1) Site.

3.1.3 Mobile Site(s): *www.mysite.com* created with responsive design displays content formatted for smartphones, tablets, or desktop, and thus only constitute one (1) Site. Further, if *m.mysite.com* uses the same start page and same content as *www.mysite.com* (main site), differing only by the renderer, this also only constitutes one (1) Site.

3.2 Additional Information on Production License(s): If You have purchased Production License(s) of Software, Avensia Storefront hereby grants You a limited, non-exclusive, non-transferable right to use (i) a maximum of copy(s) of the Software that correspond to the number of Software Licenses You have purchased, as defined within the Avensia Storefront EULA. For additional clarification, the limit to the number of Site(s) You may run with the Production License(s) You have purchased shall be specified in Your invoice with Avensia Storefront.

3.3 Additional Information on Avensia Storefront Demonstration License(s): If You have been granted a Avensia Storefront Demonstration License (also sometimes referred to or labeled as "Demo" or "Demonstration"), and are bound by these GTC and applicable Avensia Storefront EULA, Avensia Storefront hereby grants to You a revocable, temporary, non-exclusive, non-transferable, non-sub-licensable, personal license to evaluate Software solely for the purpose of demonstration and testing, as defined in the Avensia Storefront EULA. For further clarification, Avensia Storefront Demonstration License(s) are not to be used as Production License(s), not to be used on any externally or publicly accessible Site, Server and not for purposes of any distribution to any third party, commercial or otherwise ("Demonstration Usage"). Without limiting the foregoing, any use of Software that is provided to You in the Avensia Storefront Demonstration License may not be installed or used pursuant to the licenses granted hereunder, except in an internal demonstration environment, limited to an individual demonstration computer. All Avensia Storefront Demonstration License(s) are limited to thirty (30) days, and can be further limited at Avensia Storefront's sole discretion.

3.4 Additional Information on Avensia Storefront Development License(s): If You have been granted a Avensia Storefront Development License (also sometimes referred to or labeled as "Dev" or "Development"), and are bound to these GTC and applicable Avensia Storefront EULA, Avensia Storefront hereby grants to You a revocable, temporary, non-exclusive, non-transferable, non-sub-licensable, personal license to evaluate Software solely for the purpose of developing and testing, as defined in the Avensia Storefront EULA. For further clarification, Avensia Storefront Development License(s) are not to be used as Production License(s), not to be used on any externally or publicly accessible Site and/or Server and not for purposes of any distribution to any third party, commercial

or otherwise ("Development Usage"). Without limiting the foregoing, any use of Software that is provided to You in the Avensia Storefront Development License may not be installed or used pursuant to the licenses granted hereunder, except in an internal development environment, limited to an individual developer computer. All Avensia Storefront Developer License(s) are limited to one (1) calendar year, and can be further limited or extended at Avensia Storefront's sole discretion.

Should You have any additional questions, please contact Your Avensia Storefront Sales and/or Partner Manager.

#### 4. Records and Audit

You shall, during the license term and for one (1) year following its termination, create and maintain records regarding Your use of the Software and use of Avensia Storefront service(s), which records shall include, without limitation, each installation of Software, distribution of credentials and/or usage of Avensia Storefront service (collectively "Records"). At Avensia Storefront's request, You shall promptly provide such Records to Avensia Storefront, for the purpose of verifying compliance with the terms of these GTC, applicable Avensia Storefront EULA, and any other agreement, terms and conditions You have with Avensia Storefront. In the event of any inconsistency between Avensia Storefront 's records regarding Your use of the Software and services and the Records, Avensia Storefront 's records shall be deemed to be accurate (unless Avensia Storefront's records are definitively proven by You to be incorrect). In the event that You fail to create, maintain or deliver Records as required under this section 4 or in the event of any dispute as to the accuracy of Records, Avensia Storefront shall have the right to audit Your use of the Software (e.g., via review of copies of applicable server or device log files, etc.), at any location in which it is or has been installed or otherwise utilized by You.

## 5. Support

For the avoidance of doubt, pursuant to these GTC, during Development Usage, Avensia Storefront will not supply, and You are not entitled to, any support, warranty or documentation associated with the Software from Avensia Storefront under these GTC or any applicable Avensia Storefront EULA. Avensia Storefront may extend, enhance, or otherwise modify the Software or services provided hereunder at any time without notice, but is under no obligation to do so. If updates are made available to You by Avensia Storefront, the terms of these GTC will govern such updates, unless the update is accompanied by a separate license, in which case the terms of that license will govern the updates. You acknowledge that Avensia Storefront has no express or implied obligation to announce or make available any updates to the Software or to any services to anyone in the future. Without limiting the above, Avensia Storefront may (but shall have no obligation pursuant to these GTC to) provide You with web-based maintenance or support regarding, or updates to, the Software. Avensia Storefront may optionally offer, and You may optionally order, extended levels of support.

**Open Source Software:** To the extent any license to any open source software requires that Avensia Storefront provide You the rights to copy, modify, distribute or otherwise use any open source software that are inconsistent with the limited rights granted to You in these GTC or applicable Avensia Storefront EULA, then such rights in the applicable open source software license shall take precedence over the rights and restrictions granted in these GTC or applicable Avensia Storefront EULA, but solely with respect to such open source software. You acknowledge that unless otherwise required by the applicable open source software license, each open source software license is solely between You and the applicable licensor of the open source software. You shall comply with the terms of all applicable open source software license terms, if any. You also agree not to use any open source software in Your use of the Software in such a way that would cause the non-open source software portions of the Software to be subject to any open source software licensing terms or obligations.

## 6. Confidentiality

Except to the extent expressly permitted under these GTC, applicable Avensia Storefront EULA and/or other agreement with Avensia Storefront, You shall not use or disclose to any third party any non-public information related to the Software, including, without limitation, with respect to Your use or testing of the Software. Notwithstanding the foregoing, You may disclose such information on a need to know basis to those of Your employees and independent contractors who are subject to a legally enforceable obligation to maintain the confidentiality of such information.

## 7. Export, Restricted Rights

The Software may be subject to Swedish, U.S. and foreign export and import control laws, including without limitation the U.S. Export Administration Act. You agree to comply with all such regulations and acknowledge that You are responsible for obtaining any necessary licenses to import and re-export the Software outside the United States of America and Sweden.

## 8. Term and Termination and Survival

Term and Termination and Survival will be guided by the specific language in the Avensia Storefront EULA, and all other agreements between Avensia Storefront and You that are required for You to gain access to the Software.