

TERMS OF SERVICE – DYNAMAKER

1. General

- 1.1 These terms of service (the “**Terms**”) describes the terms and conditions that govern the access to and use of the Service, which is provided by SkyMaker AB, Swedish corporate ID 556955-7373 (“**SkyMaker**”). The Service is provided via dynamaker.com (the “**Website**”).
- 1.2 Words and expressions starting with capital letters are defined herein or at the end of these Terms, see the section “Definitions” below.

2. The Agreement

- 2.1 The Agreement is entered into between SkyMaker and the organization, corporation, limited company, or other legal entity that has registered an Account on the Website (“**Customer**”). If you register an Account on the Website or use the Service on behalf of such an organization or other legal entity, you confirm that you are authorized to accept this Agreement and bind the legal entity to these Terms, in which case the terms, “you” “your” or related terms used herein shall refer to such Customer.
- 2.2 The Agreement is effective as of the earlier of the dates (the “**Effective Date**”) (i) the Customer (or someone appointed by the Customer, for example SkyMaker or a partner to SkyMaker, on the Customer’s behalf) creates an Account on the Website; (ii) the Customer (or someone appointed by Customer on the Customer’s behalf) and SkyMaker has signed the Order.
- 2.3 If the Customer has purchased the Service via a third party or at a third party platform, separate additional terms may apply to the Customer’s use of such third party’s service or platform. These Terms only apply to the Customer’s use of the Service.
- 2.4 If you have any questions about the Service or this Agreement, please contact SkyMaker customer support at dynamaker.com/support.

3. The Service

- 3.1 **Service Overview.** The Service is a cloud-based platform for creating, deploying, and maintaining online applications for visual configuration of different types of products. The Service allows Customers to set up Customer Applications and automate workflows for quotations and orders, which results in product-specific online tools that can be integrated with the Customer’s e-commerce or customer portals. For avoidance of doubt, the Service is not intended to be used for new product development, instead it is a service for visual configuration of customers’ products online.
- 3.2 **Features.** The Service has different features depending on the Subscription the Customer has chosen. Certain features of the Service can however be accessed and used without an active Subscription, see more in section 4.1 below.
- 3.3 **Customer Applications.** The Customer can create one or multiple Customer Applications using the Developer Dashboard. Products that are visualized in a Customer Application are built by using templates, provided by SkyMaker (i.e. SkyMaker Content) in the Documentation or otherwise in the Service, in combination with Customer Content. Each Customer Application has a public component that, subject to the Customer having an active subscription, becomes available upon the Customer’s Deployment of a specific version of the Customer Application. The Customer acknowledges and agrees that any Customer Application, including integrated Customer Content, will become publicly available at the Access Point upon Deployment.
- 3.4 **Provision of the Service.** During the Term, SkyMaker will provide access to the Service and the Customer Applications at their Access Points according to the Agreement. The Service will be provided in a professional manner and in accordance with the methods and standards normally applied by SkyMaker. Unless otherwise stated in the Agreement, SkyMaker may provide the Service, in whole or in part,

from another country than Sweden, provided such provision is in compliance with the terms of the Agreement.

- 3.5 **Subcontractors.** SkyMaker may freely engage subcontractors for the performance of the Service and other obligations under the Agreement.

4. Subscriptions

- 4.1 **Subscription.** The Service may be accessed without an active subscription. However, an active subscription is a requirement for Deployment of a Customer Application. SkyMaker may offer different subscription plans with varying conditions and limitations as stated on the Website from time to time. The specific conditions for the Customer's subscription will, if applicable, be detailed in the Order. The Customer may also at any time during the term of the Agreement purchase a subscription (or multiple subscriptions) in the Developer Dashboard.

- 4.2 **Subscription Period.** Unless otherwise agreed in the Order or the Agreement, the Subscription Period runs on a monthly basis and will renew automatically for successive one-month periods, until terminated in accordance with these Terms.

- 4.3 **Promotional Offers.** SkyMaker may offer or sell promotional codes or subscription plans from time to time for access to the Service ("**Promotional Offer**"). Separate terms and conditions may apply when accessing the Service with a Promotional Offer. By accessing the Service through a Promotional Offer, the Customer agrees to comply with any such terms and conditions.

- 4.4 **Non-commercial subscription plans.** SkyMaker may offer non-commercial subscription plans with varying conditions and limitations as stated on the Website, from time to time.

5. Customer Responsibilities and Restrictions

- 5.1 The Customer is responsible for ensuring that it has such software, hardware and similar tools as may be required in order for the Service to work and SkyMaker provides no support for or in relation to such tools, unless otherwise agreed. Customer is responsible for communication between

themselves and the Access Point. Customer must also ensure that third-party programs such as web browsers, PDF readers, toolbars, antivirus, and firewalls are correctly installed and allow traffic to websites designated by SkyMaker. Customer must ensure that the web browser is always updated to the latest version.

- 5.2 The Customer is responsible and liable for any use of the Service through the Customer's Account, and for all acts of its Users, employees, consultants or other persons appointed by the Customer to use or benefit from the Service, including unauthorized User conduct and any User conduct that would violate the requirements of the Agreement. The Customer shall ensure that all its Users and persons appointed by the Customer to use or benefit from the Service abide by SkyMakers Acceptable Use policy, as stated in Section 6.

6. Acceptable Use

- 6.1 Customer (and the Customer's Users) may not:
- (a) use the Service for any unlawful or other purpose for which it is not intended, including not to transmit, upload or post any computer viruses, malware, or other actually or potentially harmful files or codes or in a manner that could be perceived as defamatory or offensive in any way;
 - (b) use the Service in any way so that the functionality of the Service is impaired, or in a way that is damaging or disruptive to other customers of SkyMaker or their use of the Service;
 - (c) use the Service in any other way that could reasonably be expected to affect SkyMaker or the Service adversely or reflect negatively on the goodwill, name, or reputation of SkyMaker or the Service;
 - (d) provide or otherwise disclose any user name, passwords or other login information needed to access the Service to any third party or other unauthorized person or otherwise allow third parties to access or exploit the Service;

- (e) use, copy, modify or give access to the Service to a greater extent than has been agreed on or is considered within the intended use of the Service, and not disassemble, decompile, reverse engineer, or otherwise attempt to discover the source code of the software within the Service, or create derivative works, compilations, or collective works thereof;
 - (f) share non-public service features or content within the Service with any third party or unauthorized person;
 - (g) use source code or from individual service features or any other SkyMaker Content outside the Service or access or use SkyMaker Content or the Service to build a competitive product or service, or to build a product or service using similar ideas, features, source code, or graphics from the Service;
 - (h) remove or alter any copyright or other proprietary notices or legends appearing in the Service, its software, the SkyMaker Content or the Documentation;
 - (i) perform or disclose any benchmarking or availability testing of the Service; and
 - (j) perform or disclose any performance or vulnerability testing of the service without SkyMaker's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Service.
- 6.2 **Unauthorized Access.** Customer shall immediately notify SkyMaker of any known or suspected unauthorized use of the Service, access to the Account or breach of its security and shall use best efforts to stop such a breach.
- ## 7. Customer Content
- 7.1 **Rights to Customer Content.** Customer retains, in relation between the Customer and SkyMaker, all rights (including any intellectual property rights) in and to the Customer Content that the Customer (or its Users) has provided to the Service and/or a Customer Application. Customer represents and warrants that it owns or has the right to use all Customer Content and has all such permissions from any rights holder as are required for SkyMaker's performance of its obligations under the Agreement, and in accordance with the license provided to SkyMaker in Section 7.4, without risk for infringement and/or violation of any applicable laws. For avoidance of doubt, the Customer's right to its Customer Content does not entail any rights to the Service, the Customer Application(s), SkyMaker Content or Documentation, except for the limited license to use the aforementioned as set out in these Terms.
- 7.2 **Responsibility.** Customer is solely responsible for its Customer Content and any data submitted to the Service by the Customer and/or its Users. Customer must ensure the accuracy of Customer Content and verify that it is free from viruses, trojans, worms, or other malicious software or code and does not damage or interfere with the Service.
- 7.3 **Non-permitted data in Customer Content.** The Customer shall ensure that Customer Content submitted to the Service does not contain (i) any personal data, and (ii) any information or data that is not intended to be Deployed (i.e. made accessible to the public).
- 7.4 **SkyMaker's license to Customer Content.** Customer grants SkyMaker a worldwide license to access, process, and use the Customer Content provided by the Customer to its Customer Applications and/or the Service (including any personal data) for statistical purposes and to provide, maintain, secure, support, improve, and develop the Service. This license also covers investigating misuse or analyzing infringements. When Deploying a Customer Application, the Customer grants SkyMaker a worldwide license to publicly publish and display Customer Content that the Customer has included in the public part of the relevant Customer Application at the Access Point. SkyMaker will not grant any other customer, user, or third party access to Customer Content or the Customer Applications, save for such public access as is relevant when the Customer Application has been Deployed.
- 7.5 **Liability and Indemnification.** Customer is liable for and shall indemnify and hold

SkyMaker harmless against any infringement of third-party rights by Customer Content or the use of Customer Content in the Service and in a Customer Application or any other non-compliance with applicable laws. Customer must immediately notify SkyMaker of any discovered infringements or attempted infringements that may affect the Service.

8. Intellectual Property Rights

- 8.1 **Rights to the Service.** SkyMaker and/or its licensors, holds and retains all rights (including intellectual property rights), title, and interest in and to the Service, SkyMaker Content, the Documentation and all Customer Applications - except for Customer Content provided by the Customer to such Customer Applications - generated by the Customer through the Service, including all software used to provide the Service. This Agreement does not grant the Customer any right in or to the Service, SkyMaker Content, Customer Applications, its components, or Documentation, except for a limited license to use the aforementioned as set out in these Terms.
- 8.2 **Branding.** All SkyMaker trademarks, service marks, trade names, logos, domain names and any other features of the SkyMaker brand and the names and expressions identifying or branding the Service and/or SkyMaker Content are the sole and exclusive property of SkyMaker. These Terms do not grant you any rights to use any such brands, trademarks, names, etc. whether for commercial or non-commercial use.
- 8.3 **Customer's license to the Service.** SkyMaker grants the Customer a right to use the Service, (including Customer Applications), in the Customer's business and in accordance with the Service Specification and the Agreement. The right to use the Service (including Customer Applications) is time-limited, revocable, non-transferable, non-sublicensable and applies to the Customer's own business, unless otherwise explicitly agreed in writing between the Parties. For avoidance of doubt, what is stated above does not entail any transfer of rights of the Customer Content to SkyMaker. Customer acknowledges that it may not move or

otherwise use a Customer Application outside of the Service.

- 8.4 **Infringement.** It is SkyMaker's responsibility that the Customer's rightful use of the Service does not infringe any intellectual property right (excluding however, for avoidance of doubt, that the Customer is responsible for all Customer Content, as set out in section 7). If a third party alleges that the Customer's rightful use of the Service and/or a Customer Application in accordance with the Agreement infringes upon a third party's rights, and such alleged infringement is not attributable to the Customer Content, SkyMaker shall promptly, at SkyMaker's option and at its own cost, either (i) procure the rights or licenses necessary in order for the Customer to continue using such Service/Customer Application in all material respects as intended hereunder; or (ii) modify or replace such Service/Customer Application causing such circumstance so that it becomes non-infringing and no longer prevents the Customer's activities as intended hereunder.
- 8.5 If SkyMaker fails to provide the Customer with any of the solutions described in section 8.4 above within a reasonable time, however not exceeding ninety (90) days from the point in time when the Customer was prevented from using the Service/Customer Application, the Customer shall have the right to terminate the Customer Account and the Agreement with immediate effect. In such case, SkyMaker shall as the Customer's sole remedy repay any paid Subscription Fees pertaining to the Service/Customer Application that the Customer no longer have any use of.
- 8.6 **SkyMaker's right to feedback.** Any ideas, suggestions, enhancement requests, recommendations or other feedback we may receive from the Customer (or Users) for improving or modifying the Service, may be freely used and exploited and incorporated into the Service by SkyMaker for any purpose without compensation to the Customer or User. The Customer hereby assigns all rights, title, and interest in such feedback provided to SkyMaker.

9. Restriction, suspension and termination

- 9.1 **No liability.** SkyMaker shall not be liable to the Customer or any other third party for restriction, suspension or termination of the Account or access to and use of the Service(s) and/or the SkyMaker Content, if such restriction, suspension or termination is in accordance with these Terms.
- 9.2 **Restriction or suspension.** In addition to what is otherwise set out in these Terms, SkyMaker may restrict or suspend your access to and use of the Customer's Account, your Customer Application and/or the Service if (i) the Customer (or its Users) is in breach of the terms and conditions of these Terms and/or the Agreement, or SkyMaker reasonably suspects such breach; or (ii) if SkyMaker's provision of the Service to the Customer poses a risk of significant damage to SkyMaker or another customer.
- 9.3 **Notice and termination.** SkyMaker will notify the Customer of any restriction or suspension performed in accordance with section 9.2. At SkyMaker's sole discretion, SkyMaker may provide you with a period of no less than ten (10) days to cure or cease the Customer's (or its Users') activities that has preceded the restriction or suspension. If the Customer does not cure or cease such activities within said period or if SkyMaker believes that the breach cannot be cured, the Customer's Account and access to the Service(s) may be terminated by SkyMaker.

10. Fees and Payment

- 10.1 **Subscription Fees.** The Customer shall pay SkyMaker all applicable Subscription Fees in advance. The applicable Subscription Fee is set out in the Order.
- 10.2 **Payment.** Unless otherwise agreed, the Customer must provide a valid payment method as specified on the Website when subscribing or signing up for a Promotional Offer. The Subscription Fee is charged monthly in advance at the start of each Subscription Period, unless otherwise set out in the Order. By signing up for a subscription or a Promotional Offer and providing a payment method, the Customer authorizes SkyMaker to charge the Subscription Fee to the provided payment method. If the parties have agreed upon

payment by invoice the first invoice is sent when the parties have concluded the Agreement. Payment of invoices shall be made within 30 days from the invoice was issued, unless otherwise agreed in writing.

- 10.3 **Price Changes.** SkyMaker is entitled to raise the Subscription Fees immediately if (i) the increase is directly attributable to external factors such as changes in exchange rates, taxes or other similar charge, and (ii) in case of other similar changes or circumstances of economic importance outside SkyMaker's control and which affect the cost for providing the Service. SkyMaker also reserves the right to adjust the Subscription Fees from time to time as it sees fit. In such case, SkyMaker shall notify Customer of the adjustment no later than 30 days before the effective date of thereof. If Customer refuses such price adjustment, Customer is entitled to terminate the Agreement by 30 days written notice.
- 10.4 **Late Payment.** If payment is late, SkyMaker is entitled to charge late payment interest as set out in applicable law and compensation for late payment fees and/or debt collection fees in accordance with applicable Swedish laws. If full payment is not received within fourteen (14) days from the date a written payment reminder was sent by SkyMaker and the Customer has not on reasonable grounds disputed the claim of payment, SkyMaker has the right to: (i) immediately suspend the Customer's and the Customer's Users' access to the Service, and/or (ii) terminate the Account and/or the Agreement with immediate effect pursuant to section 11.4(a).
- 10.5 **Taxes.** All indicated prices and fees are stated excluding VAT and other taxes and charges. The Customer is responsible for paying all applicable sales, value-added, or other taxes and duties imposed by any government authority related to the Customer's use of the Service, except for taxes based on SkyMaker's net income.
- 10.6 **Trials.** SkyMaker may offer trials on subscription plans with specific conditions and limitations. During the trial period, the Customer may access the selected subscription tier's features at a reduced or no cost for a limited time, as specified in the particular terms and conditions for the relevant trial. At the end of the trial, normal

subscription fees will apply unless the Customer cancels before the trial expires.

11. Termination of the Agreement

11.1 Term of Agreement. The Agreement becomes effective on the Effective Date and remains valid until terminated by either Party according to these Terms.

11.2 Termination of Account/Agreement. Unless otherwise agreed in the Agreement, the customer may terminate the Agreement by giving SkyMaker one (1) months' written notice.

11.3 Customer's termination of subscription. The Customer may terminate a subscription for a Customer Application by written notice to SkyMaker at least fourteen (14) days prior to the end of the applicable Subscription Period.

11.4 Early Termination. In addition to other termination rights stated in the Agreement, either party may terminate the Agreement:

(a) If the other party is in material breach of its obligations under the Agreement and fails to remedy such breach within 30 days of receiving written notice of the breach; or

(b) With immediate effect if the other party is placed into bankruptcy, commences composition negotiations, enters into liquidation, or is otherwise deemed insolvent.

12. Effects of termination

12.1 Effects of terminated subscription. Upon the Customer's termination of a subscription, SkyMaker will deactivate the Deployment of the applicable Customer Application, making it unavailable for public access. Such termination does not – unless the Customer has also terminated its Account or the Agreement - affect the Customer's Account and Customer will still have access to the Service and Customer Application through the Developer Dashboard.

12.2 Effects of termination of Account and/or the Agreement. Upon expiration or termination of the Customer Account and/or the Agreement for any reason, the

license and all rights granted to Customer hereunder will terminate; and (ii) all amounts due and payable to SkyMaker (if any) as a result of events prior to the date of expiration or termination will become due within thirty (30) days of the date of such expiration or termination.

12.3 Upon expiration or termination of the Customer Account and/or the Agreement, SkyMaker will make Customer Content (as it existed at the time of expiration or termination) available for retrieval by the Customer for a period of thirty (30) days after the date of expiration or termination. The Customer is solely responsible for retrieving any Customer Content during this period. At the end of the above mentioned retrieval period, SkyMaker has the right to delete or otherwise render unrecoverable any Customer Content remaining in the Service (including in any Customer Application).

13. Security

13.1 SkyMaker's Responsibilities. SkyMaker implements various security measures to ensure the functionality of the Service and the protection of Customer Content. SkyMaker will adhere to its internal security regulations, available at dynamaker.com/security or another designated location. SkyMaker may change its security regulations, subject to the terms for changes to the Agreement in Section 22.

13.2 Customer's Responsibilities. The Service and Customer Applications are not intended for final design validation before manufacturing. All Customer Applications and their results must be validated by the Customer before production. Additionally, all produced goods, whether custom or standard, must be tested by the Customer for safety and correctness before shipping to the end customer or user. SkyMaker has no liability to the Customer or any third party for any results produced by the Customer Applications or any produced goods with the help thereof.

14. Personal Data

14.1 SkyMaker does not normally process any personal data on behalf of its customers within the scope of the Service but may do so if the Customer chooses to allow for

personal data to be collected and processed in a Customer Application. Within the scope of any such processing, the Customer is the controller for such personal data and SkyMaker is the processor. Notwithstanding the above, it is noted that the Customer is not under any circumstance allowed to process any special categories of personal data (i.e. personal data relating to for example biometric data or data concerning health) within a Customer Application or otherwise in the Service. Any such processing by the Customer shall constitute a material breach of the Agreement.

- 14.2 If SkyMaker shall process personal data as envisioned in this section 14.1, the Customer is obliged to notify SkyMaker thereof and the Parties shall in such case enter into a separate data processing agreement (“DPA”). Any processing of personal data by SkyMaker in accordance herewith shall be made in accordance with the Agreement and the Customer’s written instructions. If the Customer’s instructions require additional measures from SkyMaker beyond the Agreement, such as assistance with data subject requests, SkyMaker shall be entitled to compensation for this extra work on a time and material basis. The DPA shall allow SkyMaker to freely engage subcontractors as sub-processors of personal data, provided these subcontractors are bound by written contracts that require them to adhere to the same data protection obligations as SkyMaker. Customers can obtain information about SkyMaker's current sub-processors by contacting SkyMaker customer support. SkyMaker may further transfer and process personal data in countries outside the EU/EEA and shall ensure that such transfer complies with the applicable data protection requirements according to the GDPR and related data protection legislation.
- 14.3 SkyMaker may process personal data as data controller in order to improve the Service and otherwise to the extent necessary for SkyMaker to provide the Service. All such processing will be made in accordance with SkyMaker’s privacy policy, as applicable from time to time.

15. Confidentiality

- 15.1 For the purposes of these Terms and the Agreement, the expression “**Confidential Information**” means all information, irrespective of form (e.g. oral, written, visual) and irrespective of whether marked as “Confidential” or not, disclosed by SkyMaker or the Customer (“Disclosing Party”) to the other Party (the “Receiving Party”) and relating to the Disclosing Party, for example – but not limited to – information regarding its intellectual property rights, software and technology.
- 15.2 Confidential Information does not include information that (i) was publicly known prior to disclosure; (ii) becomes publicly known without any breach of the Agreement; (iii) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (iv) is rightfully obtained from a third party without restrictions on further disclosure; or (v) is developed independently without reference to Confidential Information; or
- 15.3 **Non-disclosure of Confidential Information.** The Receiving Party may not disclose Confidential Information to anyone without the Disclosing Party’s prior written consent, unless otherwise stated in these Terms or otherwise in the Agreement. The Receiving Party must take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to such employees, consultants and subcontractors of the Receiving Party that has a direct need to know it for purposes not in breach against the terms and conditions of the Agreement. The Receiving Part is liable for any action or omission by its representatives in breach of the Agreement.
- 15.4 The obligation to not disclose Confidential Information does not prevent the Receiving Party to disclose information which it is required to disclose by law, court order, or government regulation.
- 15.5 For avoidance of doubt, it is noted that SkyMaker’s act of making a Customer Application (including any Customer Content contained therein) publicly available at the Access Point upon

Deployment, will never constitute a breach by SkyMaker of the confidentiality obligations contained herein.

16. Customer Support and additional services

- 16.1 SkyMaker provides email support for questions about the functionality of the Service. Response times may vary depending on the subscription plan. Support does not include help with setting up or managing configurators, updating database content, or correcting issues due to improper use of the Service.
- 16.2 SkyMaker may, subject to a separate agreement between SkyMaker and the Customer, provide additional support and/or consultancy services for example relating to the configuration of the Service to the Customer. Any such additional service will be quoted and invoiced separately. What is stated about the Service in these Terms shall, where applicable, also include the additional services. However, the Customer may be required to accept specific terms and conditions relating to the additional services, which in such case apply in addition to the Terms.

17. Maintenance and Service Limitations

- 17.1 **Maintenance.** SkyMaker will maintain the Service according to its internal maintenance plan and as it deems appropriate.
- 17.2 **Availability.** SkyMaker will make commercially reasonable efforts to provide continuous access to the Service at the Access Point and to keep it operational. However, access to and use of the Service may be temporarily suspended during scheduled maintenance, unscheduled downtime, or due to factors outside SkyMaker's control, such as power outages, system or Internet failures, or other interruptions. The Customer understands that the Service depends on the Internet, and interruptions, time lags, bugs, and similar issues between the Service and the Customer or User do not constitute faults in the Service.
- 17.3 **Service Revisions.** SkyMaker is responsible for developing the Service and may, at its sole discretion, decide on improvements

and technical adjustments. SkyMaker reserves the right to modify, update, or discontinue the Service or its features at any time, including the removal of functions, in whole or in part.

18. Compliance with Laws

- 18.1 The Customer warrants that:
- (a) the Service shall only be used in compliance with all relevant laws, regulations and guidelines issued by a competent authority, including but not limited to export control regimes and applicable sanctions/embargos;
 - (b) the Service shall not be used in, exported or re-exported to or for use in any jurisdiction or by or for the benefit of any person or entity, in violation of applicable sanctions, embargoes and export control rules.
- 18.2 Any violation of the warranty in Section 18.1 is strictly prohibited and shall be considered a material breach of the Terms and the Agreement and SkyMaker has the right to terminate the Agreement with immediate effect if SkyMaker has reasonable grounds to suspect that the Customer is violating Section 18.1. Furthermore, SkyMaker has an unconditional right to report suspected violations of sanctions to relevant authorities.

19. Warranties, Disclaimers, and Exclusive Remedies

- 19.1 **Customer's Warranty.** The Customer represents and warrants that: (a) It has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) It has accurately identified itself and has not provided any inaccurate information about itself through the Service; and (c) is a corporation, limited company, or another business entity authorized to operate under applicable law.
- 19.2 **Warranty Disclaimers.** Except as stated in Subsection 16.1, THE CUSTOMER ACCEPTS THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND USES THE SERVICE AT ITS OWN RISK. SKYMAKER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,

MERCHANTABILITY, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Specifically, SkyMaker does not warrant: (a) That the Service will meet the Customer's requirements; (b) That the Service will operate without interruption or error; and (c) That the Service is secure from hacking or unauthorized intrusion or that Customer Content will remain private or secure.

Additionally, SkyMaker makes no representations, warranties, endorsements, guarantees, or assumptions of responsibility for any third-party content, Customer Content, Applications, or any other product or service advertised or offered by a third party through the Service. The Customer understands that SkyMaker is not responsible or liable for any transaction between the Customer and third-party providers of content or applications accessible through the Service.

20. Indemnification

- 20.1 **Customer Indemnification.** The Customer shall indemnify and hold SkyMaker and its officers, directors, shareholders, parents, subsidiaries, agents, successors ("Affiliates") harmless against any third-party claim, suit, proceeding, judgment, and/or award ("Indemnified Claim"), and cover all related losses, damages, costs, and expenses (including reasonable attorneys' fees) imposed on SkyMaker and its Affiliates arising from or related to the Customer's alleged or actual use, misuse, or failure to use the Service, including but not limited to claims by Users and Customer's own customers, claims related to Customer Content or claims related to unauthorized disclosure or exposure of personal data.
- 20.2 **Indemnified Claim Procedure.** In the event of an Indemnified Claim by a third party, SkyMaker shall promptly notify the Customer in writing. SkyMaker reserves the right to assume sole control of the defense of any Indemnified Claim, including appeals, negotiations, and any settlement thereof, at its own cost. The Customer will fully cooperate with SkyMaker in asserting any available defenses.

21. Limitation of Liability

- 21.1 SkyMaker's liability for damages arising out of or related to this Agreement, per calendar year, shall not exceed the amounts actually paid by the Customer for the Service during the twelve (12) months immediately preceding the event that gave rise to such liability. This limitation does not apply in the case of personal injury, intentional misconduct, or gross negligence.
- 21.2 SkyMaker shall not be liable for any indirect damages, including lost profits, diminished production, costs of retaining another service provider, or similar costs or losses. Furthermore, SkyMaker is not liable for the Customer's liability towards a third party or the Customer's loss of data.
- 21.3 SkyMaker is not liable for damages unless the Customer notifies SkyMaker in writing no later than ninety (90) days after the Customer has discovered or should have discovered the actual damage or loss, but never later than six (6) months after termination of the Agreement.

22. Changes of the Terms

- 22.1 SkyMaker may change these Terms at any time by posting a new version on the Website and within the Service. If there are significant changes to the Terms, SkyMaker will notify the Customer of the changes with a notice in the Service and by e-mail. These changes will be considered accepted and will take effect thirty (30) days after SkyMaker's notice thereof. If the Customer does not accept the changes, the Customer has the right to terminate the Agreement by notifying SkyMaker in writing within fourteen (14) days from SkyMaker's notice of the changes. The Customer's continued use of the Service after changes become effective constitutes acceptance of the changes.

23. Notices

- 23.1 **Notices from SkyMaker**
SkyMaker may send notices to the Customer via the email address provided by the Customer. These notices will be considered received 24 hours after they are sent. Additionally, SkyMaker may post general notices regarding the Services and notices applicable to the Customer on the Customer's Account. If the email address

provided by the Customer to SkyMaker is invalid or incapable of delivering notices required or permitted by the Agreement, SkyMaker's dispatch of the email containing such notice will still constitute effective notice.

23.2 Notices from Customer

The Customer may send notices pursuant to this Agreement to legal@dynamaker.com, and such notices will be deemed received 72 hours after they are sent.

24. Governing Law and Jurisdiction

- 24.1 This Agreement is governed by the laws of Sweden, without applying its conflict of laws principles. Both parties agree to the exclusive jurisdiction of the court of Stockholm, Sweden, to resolve any dispute, claim, or controversy arising out of or relating to this Agreement.

25. Miscellaneous

- 25.1 **Independent Contractors.** The parties are independent contractors and each party agrees that no partnership, joint venture, or agency relationship exists between them.
- 25.2 **Assignment.** The Customer may not assign this Agreement or transfer the Service, or any interest in the Service, without SkyMaker's express written consent. Except as prohibited in this Subsection 22.2, this Agreement will be binding upon and benefit the parties' respective successors and assigns.
- 25.3 **Force Majeure.** Neither party is responsible for failure or delay of performance caused by circumstances beyond their reasonable control, including but not limited to epidemic, pandemic, explosion, fire, acts of war, terrorism, sabotage, natural disasters, labor disputes, or regulatory changes. This section 25.3 does not excuse the Customer's obligation to pay applicable Subscription Fees.
- 25.4 **Publicity.** SkyMaker has the right to reference the Customer in materials, presentations, or media advertising or promoting SkyMaker, as a Service customer.
- 25.5 **Severability.** If any provision of this Agreement is found invalid or unenforceable, it will be interpreted to fulfill its intended purpose to the maximum

extent permitted by law, and the remaining provisions will continue in full force and effect.

25.6 Entire Agreement

This Agreement constitutes the complete agreement of the parties regarding the Services and supersedes all prior writings, negotiations, and discussions. Neither party has relied upon any prior or contemporaneous communications.

DEFINITIONS

Access Point: refers to the point or points at which SkyMaker connects the Service to a public electronic communications network from which the Customer and Users can access the Service.

Account: A developer user account created by the Customer at the Website for access to the Service.

Agreement: The agreement between SkyMaker and the Customer that includes the details and specific terms in relation to the Customer's use of the Service, including these Terms, and any applicable Order as well as any appendices included in or referred to in any of the aforementioned.

Customer Application: A customer specific online tool built by the Customer (or someone authorized by the Customer on the Customer's behalf) in the Developer Dashboard, with the use of SkyMaker Content and Customer Content.

Customer Content: The Customer's or its User's models, designs, files, images, documents, data sets, scripts, codes, information, data, or similar materials submitted, transmitted, stored, or used in connection with the Service by the Customer or User.

Deployment: The act of making a Customer Application public to an Access Point.

Developer dashboard: the development interface in the Service where Customer Applications are built and managed by the Customer. Available at app.dynamaker.com

Documentation: SkyMaker's standard manual for using the Service, including help windows, readme files, snippets (i.e. re-usable source code) and libraries as well as other instructions or documentation that SkyMaker provides to the Customer at any time.

Order: The SkyMaker-approved service order form or online subscription process by which you (i) purchase the Service and, if applicable (ii) purchase a subscription to the Service in relation to one or multiple Customer Applications.

Privacy Policy: SkyMaker's privacy policy, available at dynamaker.com/legal.

Service: SkyMaker's service DynaMaker provided to the Customer according to the Agreement.

Service Specifications: Documents listed at dynamaker.com/service-specification/ applicable to the Service.

SkyMaker Content: Models, designs, files, images, documents, data sets, scripts, codes, information, data, templates, snippets (i.e. re-usable source code) or similar materials which are provided by SkyMaker in the Developer Dashboard, Documentation or otherwise in the Service.

Software: SkyMaker's software provided to the Customer by or on behalf of SkyMaker for use with the Service.

Subscription Period: The applicable period of duration of the Customer license to Deployed Customer Applications.

Subscription Fee: The applicable prices for the Customer's subscription for Deployment of one or multiple Customer Applications.

User: Any individual who uses the Service on the Customer's behalf or through the Customer's Account or passwords, whether authorized or not.