

CODESCENE TERMS & CONDITIONS

Updated: November 25th 2025

These terms (the "Terms & Conditions") govern the use of the Products & Services by the Customer, and their provision by the Vendor, according to the definitions of all capitalised terms given below. Where capitalised terms are defined in the singular the definition also applies to the plural version of the same word, and vice versa.

1. Parties

- 1.1. CodeScene AB (the "Vendor") is a Swedish company (Registration number: 559028-3270; Address: Hyllie Boulevard 34, 215 32 Malmö, Sweden).
- 1.2. "Customer" refers to the company or individual that downloads CodeScene Software, accesses CodeScene Cloud Services, or agrees to purchase CodeScene Labour-Based Services. In their usage of any of above, all individuals are referred to as "Users".
- 1.3. The Customer and the Vendor are referred to individually as a Party and collectively as Parties.

2. Agreement & Acceptance

- 2.1. By downloading &/or accessing CodeScene Software, accessing CodeScene Cloud Services, or agreeing to purchase CodeScene Labour-Based Services, the Customer agrees to be bound by these terms & conditions (the "Terms & Conditions"), unless otherwise agreed in writing with an authorised representative of the Vendor.
- 2.2. These Terms & Conditions, any related Specification and, where applicable, the Data Processing Agreement ("DPA"), are hereinafter jointly referred to as the "Agreement". In case of conflict between or within any of the documents referred to the Agreement, the following order of precedence shall apply, with exception of the DPA which shall take precedence over all other documents in matters concerning processing of personal data: i) the Specification; and ii) these Terms & Conditions.
- 2.3. "Specification" refers to a summary of the relevant feature package, including applicable pricing, presented to the Customer during the sign-up or purchase process. The Specification may be provided to the Customer as a web page displayed during an online sign-up or purchase process, or in the form of a quote document sent to the Customer by a member of the Vendor's sales team.

3. CodeScene Portfolio

- 3.1. CodeScene offers a range of products & services (the "Products & Services") grouped into three areas: "Commercial Products", "Community Products", and "Expert Services"
 - 3.1.1. Commercial Products comprise the "Core Product", the "Add-Ons", and "Developer Tools".
 - 3.1.1.1. The Core Product is available either as downloadable software ("CodeScene On Premise") or as a cloud service ("CodeScene Cloud").
 - 3.1.1.2. The Add-Ons include "CodeScene ACE" which is offered as a cloud service, and "CodeScene Enterprise Support" which is a labour-based service. CodeScene ACE provides features based on artificial intelligence ("AI-Based Features"), leveraging large language models from third-party providers ("LLM Providers").
 - 3.1.1.3. The Developer Tools include the "CodeScene IDE Plugins" the "CodeScene CLI Tool" and the "CodeScene MCP Server", which are offered as downloadable software.
 - 3.1.2. Community Products comprise a free Cloud Service for Open-Source projects
 - 3.1.3. Expert Services comprise a range of labour-based services focused on analysis and workshops, leveraging the Commercial Products
- 3.2. A number of other terms are used to refer to subsets of the Products & Services as follows:
 - 3.2.1. "CodeScene Software" refers to the products offered as downloadable software, which means CodeScene On Premise and the Developer Tools
 - 3.2.2. "CodeScene Cloud Services" refers to the products offered as a cloud service, which means CodeScene Cloud and CodeScene ACE.
 - 3.2.3. "CodeScene Labour-Based Services" refers to services delivered with human involvement, which means CodeScene Enterprise Support and Expert Services
 - 3.2.4. The "Commercial Software Products" means the Core Product, the CodeScene ACE Add On and the Developer Tools. CodeScene makes available various application programming interfaces ("APIs") for these products, designed to be used for connecting such products with other systems ("3rd Party Systems").

4. Intended for Companies not Consumers

- 4.1. The Products & Services are intended solely for use by companies or legal entities, not consumers. In the event that the Customer is deemed a "consumer" under mandatory applicable legislation, i) the Customer acknowledges that the Commercial Software Products constitute 'digital content' under such legislation and



hereby waives any statutory right of withdrawal, and ii) if such legislation prescribes provisions that are in conflict with the Agreement, such provisions under the mandatory applicable legislation shall prevail and the sections of the Agreement which are not in conflict with such legislation shall remain in force with no changes.

5. CodeScene Intellectual Property

- 5.1. All property and intellectual property rights related to the Products & Services and any additional developments or specific configurations of the Products & Services, including but not limited to, source code, patents, copyrights, designs, trademarks and know-how shall remain the property of the Vendor. Nothing in the Agreement shall be interpreted as a transfer of any such rights, or part of such rights, to the Customer. Customers are only granted the limited right to use the Products & Services as specifically set out in the Agreement.
- 5.2. The Vendor warrants that the Commercial Software Products do not infringe any Intellectual Property Rights or trade secrets enforceable in the agreed country of delivery or use. The Vendor shall at its own expense defend, indemnify and hold the Customer harmless against all claims and actions alleging that the Commercial Software Products infringe any of the above-mentioned rights of a third party. The Customer shall notify the Vendor without undue delay in writing of any received such claim of infringement and allow the Vendor to fully control the defence.

6. License & Access Rights

- 6.1. Subject to compliance with the Agreement and payment of any applicable Fees, the Vendor grants the Customer a license to use the Products & Services listed in the Specification as follows:
 - 6.1.1. CodeScene On Premise & CodeScene CLI Tool: the Vendor grants a non-exclusive, non-transferable, non-sub-licensable, limited license to install and use the respective software in object code format as set out in the Specification. Such software shall under no circumstances be considered as sold to the Customer and, other than the license granted pursuant to the Terms & Conditions, the Vendor reserves all rights to the software not expressly granted herein;
 - 6.1.2. CodeScene Cloud Services: the Vendor grants a non-exclusive, non-transferable, non-sub-licensable, limited license to access and use the respective cloud service as set out in the Specification. Such software shall under no circumstances be considered as sold to the Customer and, other than the license granted pursuant to the Terms & Conditions, the Vendor reserves all rights to the software not expressly granted herein;
 - 6.1.3. CodeScene IDE Plugins & CodeScene MCP Server: these include both open-source software components relating to the user interface (the "Open Source Components") and closed-source software components, relating to extension libraries, analysis libraries and other services (the "Closed-Source Components"). The Open-Source Components, are published in a public, open-source git repository.
 - 6.1.3.1. For the Closed Source Components, the Vendor grants a non-exclusive, non-transferable, non-sub-licensable, limited license to use such components in object code format as set out in the Specification. Other than any license granted pursuant to these Terms & Conditions, the Vendor reserves all rights to the Closed Source Components not expressly granted herein, and they shall under no circumstances be considered as sold to the Customer.
 - 6.1.3.2. For the Open-Source Components in the CodeScene IDE Plugins, the vendor grants a GNU Lesser General Public License ('LGPL'), based on the license found at <https://www.gnu.org/licenses/lgpl-3.0.en.html>.
 - 6.1.3.3. For the Open-Source Components in the CodeScene MCP Server, the vendor grants an Apache License, based on the license to be found at <https://www.apache.org/licenses/LICENSE-2.0.txt>.
 - 6.1.4. APIs: the Vendor grants a non-exclusive, non-transferable, limited right to use the APIs, only as necessary to connect the Commercial Software Products with 3rd Party Systems

7. Usage Obligations & Restrictions

- 7.1. The Products & Services may only be used in compliance with the Agreement, and for internal business purposes, and may not be used for any other purpose unless otherwise agreed with the Vendor. In order to use any of the Products & Services for external business purposes (for example, with the Customer's own customers), an External Use Addendum must be signed by both Parties, to be incorporated into the Terms & Conditions.
- 7.2. The Customer may not, and shall not permit any User or third party to make any attempt to: i) sublicense or otherwise make any part of the Products & Services available to third parties; ii) copy, decompile, attempt to receive access to source code, methods, algorithms or procedures from the Products & Services or otherwise practice "reverse engineering", or modify, adapt, or create new works or software which are based on any part of the Products & Services, except as expressly stated in mandatory provisions of applicable law; iii) remove, conceal or circumvent the Vendor's trademarks or copyright markings in the Products & Services; iv) attempt to circumvent licenses or other usage restrictions in the Products & Services; v) develop or enhance any models (including the training or fine-tuning of artificial intelligence models), software, services



or products that replicate or compete with any of the Products & Services; vi) buy, sell or transfer API keys from, to or with a third party; vii) use the APIs in any way that constitutes excessive or abusive usage, as determined by the Vendor

- 7.3. The Customer is solely responsible for determining whether the information generated in its use of the Products & Services, is accurate or sufficient for the Customer's purposes. The Customer is responsible for ensuring all of its Users (including third-party staff ("Consultants")) comply with all of the Customer's obligations and undertakings under the Agreement. The Customer remains solely liable for all actions and omissions of its Users and Consultants.
- 7.4. With the exception of Consultants, the Customer may not permit any other third party, directly or indirectly, to use or access the Products & Services. The Customer shall be responsible for not disclosing its login details to any third party, and for keeping such details safe so that they cannot be accessed by third parties. The Customer shall notify the Vendor immediately if there is reason to believe that any third party has accessed the Products & Services, the Customer's login details or that such details have been, or are being, used in an illegitimate way.
- 7.5. The Customer shall indemnify, defend, and hold harmless the Vendor and the Vendor's Affiliates against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third-party claim related to use of the Products & Services in violation of the Agreement. "Affiliates" means, in relation to a Party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party from time to time. For the foregoing purposes, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Party, whether through the ownership of voting securities or other interests, by contract or otherwise.
- 7.6. The Customer acknowledges and accepts that the AI-Based Features use experimental technology, agrees to use discretion when using such features, and agrees that the output of such features shall not be used for any professional advice. The AI-Based Features may only be used for their intended purpose and the Customer is responsible for ensuring its use is in compliance with applicable law. The Customer shall be solely responsible for evaluating such output for accuracy and appropriateness, and assume all risks associated with its usage (including the processing of the Software Input and use of the Software Output). The Vendor makes no guarantees in relation to the AI-Based Features.

8. Data Ownership & Data Rights

- 8.1. The Products & Services are designed to provide insight to Customers and Users by analysing software code and data related to the software development process.
 - 8.1.1. In order for the Products & Services to analyse software code, the Customer must allow them to access the code base that they wish to be analysed. The Customer does this by giving the Products & Services permission to access the files where such software code is stored, typically in the form of Git repositories. Most commonly, Customers do this by giving access to the third-party service they use to manage their repositories (the "Git Service Provider"). However, when using CodeScene Software it is also possible for Customers to do this by giving access to a locally stored file containing the relevant code base.
 - 8.1.2. In order for the Products & Services to analyse data related to the software development process, the Customer may be required to allow access to additional systems, such as the system they use for issue tracking and/or project management.
- 8.2. "Software Input" refers to all information that the Customer &/or their Users gives the Products & Services access to, either by connecting other systems, by inputting directly into the user interface, or by providing directly to the Vendor. "Software Output" refers to all information that is generated by the Products & Services. Software Input and Software Output are collectively referred to as Software Content.
- 8.3. The Customer, or the Customer's licensor(s), retains any intellectual property rights to its Software Input and nothing in this Agreement shall be interpreted as a transfer of such rights, or part of such rights, to the Vendor. The Customer shall own all Software Output.
- 8.4. The Vendor is granted a non-exclusive, royalty-free, worldwide license, for the Agreement Period, to analyse the Customer's Software Input in order to provide the Software Output to the Customer.
- 8.5. The Customer assumes the sole responsibility and liability in relation to all Software Input. The Customer therefore warrants that it is the owner of, or has a license to, all Software Input and further warrants that the Software Input does not infringe any applicable law or the intellectual property rights of any third party, including but not limited to copyrights, patents, or trademarks.
- 8.6. The Vendor has the right to monitor the Customer's usage of the Products & Services as described below, for the purpose of ensuring compliance with the Agreement, as well as delivering and improving the Products & Services through understanding and analysing how they are used in practice.
 - 8.6.1. For CodeScene Software, such monitoring shall be conducted as part of the regular one-way communication between the Customer's license and the Vendor's license server, focused on two areas:



i) License & utilization data, used to confirm if each license is still valid and that the usage is in line with the Specification; ii) Anonymous usage data, used to improve the Products & Services and to ensure that Users have a successful experience - looking at data such as whether an analysis succeeded or failed, which features are configured, which features have been used, and other such usage metrics.

8.6.2. For CodeScene Cloud Services, such monitoring shall be conducted within the Vendor's IT Environment. The Vendor may monitor and use anonymous metrics and metadata relating to the Customer's usage of CodeScene Cloud Services.

8.7. The Vendor shall take appropriate technical and organisational measures to ensure an adequate level of data protection for the processing, integrity, confidentiality and security of data within the scope of the Agreement.

8.7.1. For Customers using CodeScene Cloud Services, the Vendor shall ensure the Software Content is protected in accordance with industry good practice, and shall implement administrative, technical and physical security measures as appropriate, but shall not be liable for any loss or corruption of such Software Content.

8.7.2. For Customers using CodeScene Software, the Customer shall be responsible for backing up the Software Input, and the Vendor shall not be liable for any loss or corruption of Software Content unless such loss or corruption is due to the CodeScene Software materially deviating from the Specification.

8.8. In the Agreement, the terms 'controller', 'processor', 'personal data', and related terms relevant to data protection and data privacy, are defined in accordance with the European Union's 'General Data Protection Regulation', 2016/679 ("GDPR"), as may be amended, updated, replaced or superseded from time to time, if not expressly stated otherwise. For certain processing activities, the Vendor shall act as a controller. For further information about these activities please see the Privacy Notice. For a small number of activities related to CodeScene Cloud Services, the Vendor shall act as a processor on behalf of the Customer. The data processing agreement ("DPA") attached to these Terms & Conditions shall govern these activities, and is incorporated into the Agreement.

8.9. For the AI-Based Features to work as expected, the Customer's data may be transferred for processing, by the LLM Provider, to a location outside of the Customer's country or region. By using the AI-Based Features, the Customer agrees to such transfer of data. For the avoidance of doubt, the AI-Based Features are not intended for the processing of personal data, as defined in the General Data Protection Regulation (2016/679). Customer shall ensure personal data is not included in any Software Input used by the AI-Based Features.

9. Installation, Setup & Delivery

9.1. CodeScene Software is installed and run by the Customer in the Customers' IT Environment, while CodeScene Cloud Services are run by the Vendor in the Vendor's IT Environment. "IT Environment" refers to any software, hardware or device, virtual or physical used to run and provide access to the software or cloud service. This means

9.1.1. For CodeScene Software i) the Customer is responsible for selecting, procuring and maintaining an appropriate IT Environment at its own cost, ii) the Vendor is not responsible for any setup or configuration unless otherwise agreed by the Parties in writing, and iii) the Customer can only rely on the software working in an IT Environment that conforms to the guidelines of the Vendor.

9.1.2. For CodeScene Cloud Services i) the Vendor is responsible for selecting, procuring and maintaining an appropriate IT Environment to provide the CodeScene Cloud Services; ii) the Customer is responsible selecting, procuring and maintaining any software, hardware or device, virtual or physical, required for their intended access to and use of the CodeScene Cloud Service.

10. Updates, Support & Availability

10.1. Software Maintenance means the ongoing work by the Vendor to ensure the ongoing running of the software, including such work as bug fixes and component version updates. When Software Maintenance work has been completed it is implemented in the Products & Services via an update (the "Update"). Updates may also include changes designed to improve the functioning and useability of the Products & Services.

10.2. The Vendor shall give the Customer free access to Updates. For CodeScene Software, the Customer is responsible for downloading and installing Updates if and when they are made available by the Vendor, whereas for CodeScene Cloud Services, Updates shall be implemented centrally by the Vendor as soon as they are available. The Vendor decides which Updates are to be provided, and when such Updates are to be deployed.

10.3. Where the Vendor becomes aware of reproducible cases in which the Products & Services materially fail to perform pursuant to the Specification ("Defects"), the Vendor shall endeavour to remedy such Defects as soon as possible. If the Vendor is unable to remedy a Defect within a reasonable amount of time, Customers with active Paid Subscriptions may, as their exclusive remedy, terminate such Paid Subscription prematurely and receive a pro-rata refund for any amount of Fees already paid that relate to time in the Subscription Term after the date of such termination.



- 10.4. For Customers purchasing any of the Commercial Products, the Vendor makes available a range of online resources designed to help educate Users about the Commercial Products and get answers to questions about their usage (the "Support Resources"). The Support Resources comprise an AI-powered support agent (Eve), a library of e-learning courses (CodeScene Academy) and a platform for sharing customer insights (CodeScene Community).
- 10.5. If a Customer is entitled to Enterprise Support pursuant to the Specification ("Support Customers"), the Vendor shall provide such support with due care, in a professional manner, in accordance with its ordinary routines, during Business Hours, unless otherwise agreed with the Customer. For the purposes of this agreement Business Hours means between 09:00 and 17:00 Stockholm time on Business Days, and Business Days means Monday through Friday, excluding public holidays, Christmas Eve, New Years Eve and Midsummer Eve.
- 10.6. Upon receiving a request for support ("Support Request") from a Support Customer according to the agreed process, the Vendor shall endeavour to respond the Business Day following the Vendor's receipt of such inquiry, unless otherwise agreed with the Customer. If such a Support Request regards an experienced Defect but such Defect is found to be caused by the Customer's IT Environment, the Vendor may charge the Customer for time spent resolving the Support Request, if such time is deemed excessive or if multiple such Support Requests are raised.
- 10.7. The Vendor may use sub-contractors for the purpose of fulfilling its obligations under this Agreement. The Vendor shall remain responsible for the performance of such sub-contractors.
- 10.8. CodeScene Cloud Services are provided via the internet and actual availability is hence dependent on factors outside of the Vendor's control. Except for downtime due to implementing Updates, the Vendor shall strive to keep CodeScene Cloud Services available 24/7/365. However, the Vendor makes no guarantee with regards to such availability
- 10.9. Products & Services provided free of charge ("Free Products") are provided as-is and the Vendor makes no undertakings as regards to availability, freedom from Defects or otherwise. Unless otherwise agreed with the Vendor, the Customer is not entitled to any support for such products, and the Vendor assumes no liability for any loss, cost, expense or damage (direct or indirect) that may be incurred upon use of the Free Products.

11. Payment Obligations, Subscriptions & Renewals

- 11.1. Commercial Products are sold in the form of paid subscriptions ("Paid Subscriptions"), unless otherwise agreed with the Customer. Paid Subscriptions allow Customers to purchase access up to a specific level of usage (typically referred to as the "Quantity"), as described in the Specification, and may also be offered in a range of feature packages ("Plans"). Expert Services are sold in the form of one-off deliverables.
- 11.2. A Paid Subscription begins on the date on which the Customer completes the purchase process (referred to as the "Subscription Start Date"). For Customers purchasing via the vendor's website, this means when the Customer has completed the check-out process. For Customers purchasing via direct contact with the Vendor's sales team, this means when a binding purchase order from the Customer has been accepted by the Vendor. Where the Customer does not use a formal purchase order system, a copy of the Vendor's quote signed by an authorised representative of the Customer is considered as a binding purchase order. In the event of each successive renewal, the Subscription Start Date refers to the first day of each new Subscription Term.
- 11.3. To upgrade ("Upgrade") means to choose a different Plan, and/or increase the Quantity where the net result is an increase in the Fee. To downgrade ("Downgrade") means any change of Plan and/or Quantity where the net result is a decrease in the Fee. Cancellation ("Cancellation") means terminating a Paid Subscription.
- 11.4. Paid Subscriptions are offered with either a Monthly (one month) or Annual (twelve months) term (the "Subscription Term") and renew automatically at the end of each Subscription Term for a successive Subscription Term of the same length, reflecting the same Plan and Quantity unless i) the Customer has, according to the Notice Policy, given notice of intent to either Downgrade or Cancel the Paid Subscription, or ii) either Party has exercised a right to terminate as specified in the Agreement.
- 11.5. The Customer may Upgrade a Paid Subscription at any time during the Subscription Term. Upon Upgrading, the relevant new Plan and/or Quantity shall be made available, the Fees shall be adjusted according to the applicable pricing, and a new Subscription Term shall begin.
- 11.6. Where notice of intent to Downgrade has been given per the Notice Policy, at the end of the then current Subscription Term, the Paid Subscription shall automatically renew for a successive Subscription Term, the relevant new Plan and/or Quantity shall be made available, and the Fees shall be adjusted according to the applicable pricing. Where notice of Cancellation has been given per the Notice Policy, the Paid Subscription shall terminate at the end of the then current Subscription Term.
- 11.7. The Notice Policy for Paid Subscriptions is as follows:
 - 11.7.1. Where the length of the Subscription Term is one (1) month or less, notice of Cancellation or Downgrade must be given by the Customer before the end of the then current Subscription Term.

11.7.2. Where the length of the Subscription Term is greater than one (1) month, notice of Cancellation or Downgrade must be given by the Customer at least thirty (30) days before the expiration of the then current Subscription Term.

12. Fees & Payment

- 12.1. The Customer shall pay the Vendor the applicable fees pursuant to this Agreement (the "Fees"). Such Fees are typically defined in the Specification. The Vendor shall charge the Customer the applicable Fees on the Subscription Start Date in each Subscription Term. If the Customer has purchased an Expert Service, the Vendor shall charge the Customer the applicable Fees on completion of the deliverable, unless otherwise agreed with the Customer.
- 12.2. The Customer shall make all payments by credit card, via the vendor's website, unless the Vendor has confirmed to the Customer that they may pay via manual invoice. If such confirmation has been given, the Customer shall pay via electronic transfer of funds within thirty (30) days from the date of issue of the invoice.
- 12.3. In the Specification, all Fees are stated exclusive of taxes, such as Value-Added Tax (VAT), Sales tax, Use tax, Goods & Services tax (GST) or any equivalent tax. Any and all such taxes shall be borne by the Customer. If required by tax rules applicable to the transaction, the Vendor shall collect such tax from the Customer through an addition to the Fees.
- 12.4. In the event of late payment, the Customer shall use its' best efforts to ensure payment is made as quickly as possible. The Customer notes that interest may accrue on any outstanding amount until payment has been made, in accordance with the Swedish Interest Act (1975:635). In case of the Customer's late or non-payment of the Fees, the Vendor may, in addition to its other rights under this Agreement, suspend the Customer's access to the Products & Services, including access to Updates and Support Resources, until payment has been received in full.

13. Confidentiality

- 13.1. Both Parties shall undertake not to disclose to third parties, without the consent of the other Party, such information concerning the other Party's business as can be deemed to constitute a trade secret or information which is covered by a statutory duty of secrecy. Information stated by one of the Parties to be confidential shall always be deemed to constitute a trade secret.
- 13.2. The Parties' confidentiality obligations under the Agreement shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate i) was already known when received; or ii) is, or has become, publicly available other than through breach of the confidentiality undertakings in the Agreement; or iii) is received at any time from a third-party who lawfully acquired it, and who is under no obligation in relation to the other Party restricting its disclosure or use; or iv) is to be made publicly available due to a court order, a decision by a public body, or as otherwise required by mandatory law.
- 13.3. Each Party agrees to impose on its Staff in an appropriate manner, the confidentiality obligations set out in the Agreement, and shall remain liable for their observance of the above-stated provisions. For the purposes of the Agreement, "Staff" shall include the officers, partners, employees, agents, sub-contractors and Consultants of the Party and the Party's Affiliates.
- 13.4. The Parties' confidentiality obligations shall be applicable as long as the Agreement is in force between the Parties and continue for a period of two (2) years after termination of the Agreement, regardless of the reason therefore. Notwithstanding the above, the Vendor may publicly disclose the Customer's name for publicity purposes, including in its advertising, unless otherwise agreed with the Customer. This right shall survive the termination or expiry of the Agreement.

14. Limitation of Liability

- 14.1. The Vendor's liability shall be limited to liability for direct damages. The Vendor shall not be liable for i) any indirect loss, cost or damage (including but not limited to loss of profit, revenue, business savings or goodwill), ii) any loss of data. For the avoidance of doubt, the Vendor shall have no liability whatsoever arising in connection with Free Products.
- 14.2. The Vendor shall not be liable for Defects or other damages that occur due to i) any Products & Services not being installed or used in accordance with Vendor's guidelines, ii) any Products & Services being modified by any other than the Vendor, or iii) use of a previous version of any CodeScene Software, if use of a newer version would have prevented the Defect or damage and such newer version has been made available to the Customer.
- 14.3. The Vendor shall not be liable for any losses, costs or damages (direct or indirect) related to the use of the AI-Based Features (including but not limited to use of the Software Output obtained from them).
- 14.4. The Vendor's aggregate and total liability for any claims related to Commercial Products during a Subscription Term shall be limited to an amount equal to one hundred (100) percent of any Fees paid by the Customer during the Subscription Term in which the claim arose. For the avoidance of doubt, the Vendor's total liability under the Agreement shall never exceed the amount actually paid by the Customer during the Subscription Term in question.



- 14.5. The Vendor's aggregate and total liability for any claims related to Expert Services shall be limited to an amount equal to one hundred (100) percent of any Fees paid by the Customer for the specific order to which such claim relates. For the avoidance of doubt, the Vendor's total liability under the Agreement shall never exceed the amount actually paid by the Customer for the Expert Services order in question.

15. Agreement Management & Termination

- 15.1. The Agreement shall enter into force on the earlier of (i) the date on which the Customer's Paid Subscription(s) begin; (ii) the date on which the Customer begins using any Free Products; or (iii) the date on which the Customer agrees to purchase any Expert Services. The above-mentioned date is the "Agreement Start Date".
- 15.2. The Agreement shall remain in force until the later of (i) the date on which the Customer's Paid Subscription(s) end; (ii) the date on which the Customer ceases to use any Free Products; or (iii) the date on which the Vendor receives final payment for any Expert Services that have been delivered to the Customer. The above-mentioned date is the "Agreement End Date". The period of time from the Agreement Start Date to the Agreement End Date, inclusive, is known as the "Agreement Period".
- 15.3. The Vendor reserves the right to (i) suspend access to the Products & Services in the event that the Vendor deems the Customer to be in breach of this Agreement, (ii) terminate access to the Free Products if the Vendor considers, at its sole discretion, that the Customer is not using such products fairly and reasonably, (iii) terminate the provision of the AI-Based Features upon 30 days' advance notice, if it is determined that the Customer is no longer actively using such features, and (iv) remove any Software Input from the CodeScene Cloud Services which the Vendor deems to be in conflict with this Agreement.
- 15.4. Each Party may, upon written notice to the other Party, terminate the Agreement with immediate effect if (i) the other Party has committed a material breach of the Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof; or (ii) the other Party becomes subject to an insolvency proceeding, goes into liquidation, suspends its payments or can otherwise be deemed to have become insolvent.
- 15.5. The Vendor may terminate this Agreement immediately on written notice if the Vendor reasonably believes that (i) continued provision of any of the Products & Services used by Customer would violate applicable law(s); or (ii) the Customer has violated or caused the Vendor to violate any applicable laws, including export control laws. Furthermore, the Vendor reserves the right to restrict provision of the Products & Services to any company or individual, based applicable guidelines from the Swedish or EU authorities, guidance from the Financial Action Task Force, and/or alignment with the US Export Administration Regulations or similar.
- 15.6. If and to the extent that a Party's performance of any of its obligations pursuant to the Agreement is prevented or delayed due to a Force Majeure Event, the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of such event. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Event. Should fulfilment of the Agreement to a significant extent be prevented for more than three (3) months due to above-described circumstances, either Party shall have the right to terminate the Agreement by written notice.
- 15.7. Upon termination of the Agreement, the Customer shall delete all copies of CodeScene Software which were provided to it under the Agreement. For avoidance of doubt, this includes copies which have been provided to Consultants.
- 15.8. Upon termination of the Agreement, both Parties shall delete all information which belongs to the other Party, with the exception of information which is necessary to exercise the rights which survive termination of the Agreement in accordance with this Agreement. Any provision of the Agreement, which inherently should endure beyond termination, including but not limited to the provisions on confidentiality, limitation of liability and intellectual property rights, shall survive termination or expiration of the Agreement.

16. Amendments & Notices

- 16.1. The Agreement shall constitute the entire agreement between the Parties regarding the Products & Services and shall replace and supersede any prior agreement. No additional terms set out by the Customer and provided to the Vendor at any time shall apply to the Customer's use of the Products & Services unless confirmed in writing by an authorized representative of the Vendor. To be valid, additions and amendments must be approved in writing by authorized representatives of both Parties, with the exception of amendments made under 16.2.
- 16.2. The Vendor has the right to amend the Agreement by providing a written notice of the amendment to the Customer at least thirty (30) days before the change is due to enter into force. If the Customer does not accept the amendment(s), the Customer has the right to terminate the Agreement by notifying the Vendor within thirty (30) days of such a communication. In case of a termination under this clause, the Customer is entitled to a pro-rata refund of Fees paid for any Products & Services not used or not received. If the



Customer does not terminate the Agreement in accordance with the above, the Customer is considered to have accepted the amended Agreement. For the avoidance of doubt, amendments under this clause that involve price changes may only impact future pricing.

- 16.3. Notices in connection with the Agreement shall be in writing and may be delivered to the other Party via e-mail. Such notice shall be deemed to be given, if sent by e-mail, on the day when the e-mail is sent. All such inquiries and notices to the Vendor shall be made by contacting legal@codescene.com.
- 16.4. The Vendor may transfer all rights and obligations under the Agreement to another company within the same group of companies as the Vendor. The Customer may, with the Vendor's prior written approval, transfer the rights and obligations under the Agreement. Notwithstanding the foregoing, the Customer shall be entitled to assign its rights and/or obligations under this Agreement, in whole or in part, to a third party with which it may merge or consolidate, or to which it may sell all or substantially all of its assets, provided the interests of the Vendor are not materially affected, as determined by the Vendor.
- 16.5. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that the Agreement shall otherwise remain in full force and effect. No delay or failure to exercise any right or remedy shall constitute a waiver of such right or remedy or prevent the exercise of such right or remedy on any subsequent occasion. Any waiver granted shall not, unless expressly stated, constitute any waiver for any future occasion.

17. Governing Law & Jurisdiction

- 17.1. This Agreement and any non-contractual claims shall be governed by, and construed in accordance with, the laws of Sweden, with the exclusion of its conflict of laws rules.
- 17.2. Any contractual or non-contractual dispute, controversy or claim arising out of, or in connection with, this Agreement shall be settled exclusively by Swedish courts, with Malmö District Court (Malmö tingsrätt) as the court of first instance.

CODESCENE CLOUD SERVICES

DATA PROCESSING AGREEMENT

As outlined in the Terms & Conditions, this Data Processing Agreement (the “DPA”) governs the processing of personal data by the Vendor on behalf of the Customer, in the provision of CodeScene Cloud Services by the Vendor. Definitions of capitalised terms are as given in the Terms & Conditions, unless specifically defined within this Data Processing Agreement.

1. Context

- 1.1. Terms such as “personal data”, “data subject”, “controller”, “processor” and other expressions not defined in this DPA shall have the same meaning as set out in GDPR.
- 1.2. For a specific set of activities related to use of the CodeScene Cloud Services, the Customer is the data controller and the Vendor is the data processor. For the purposes of clarifying the respective roles under this DPA the Customer is referred to as the Controller and the Vendor is referred to as the Processor.
- 1.3. This DPA describes these activities and governs the processing of personal data by the Processor on behalf of the Controller.
- 1.4. This DPA shall supersede any prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the processing of personal data. In case of conflict between the Terms & Conditions and the DPA, this DPA shall take precedence.
- 1.5. The Customer is responsible for ensuring the legality of the processing in its capacity as a Controller and for complying with the GDPR and any additionally applicable legislation to their processing of personal data.

2. Processor’s Obligations

- 2.1. To the extent any personal data is processed by the Processor on behalf of the Controller under the Agreement, the Processor shall:
 - 2.1.1. only process personal data in accordance with the Controller’s documented instructions specified in Schedule 1 of this DPA, unless when required to do so under applicable European Union (“EU”) or Member State law to which the Processor is subject. The Processor shall in such case inform the Controller of such legal obligation unless prohibited by law. The Processor shall immediately inform the Controller if the Controller’s documented instructions, in the Processor’s opinion, are infringing applicable laws, rules and regulations. Such information shall not be considered as legal advice provided by the Processor;
 - 2.1.2. ensure that the persons that are authorized to process personal data are subject to an obligation of confidentiality with regards to the personal data.
 - 2.1.3. implement appropriate technical and organizational measures required pursuant to Article 32 of the GDPR. Such measures are further described in Schedule 2;
 - 2.1.4. hereby be given a general authorization to engage other processors (“Sub-processors”) for the processing of personal data on behalf of the Controller. Schedule 3 contains a list of the Sub-processors which the Processor intends to engage from the start of the Agreement. Where the Processor engages a Sub-processor under this clause, the Processor shall impose, as a minimum, the same data protection obligations as set out in this DPA. The Processor shall notify the Controller of any intended changes concerning the addition or replacement of Sub-processors, to which the Controller may object. If the Controller has made no such objection within ten (10) days from the date of receipt of the notification, the Controller is assumed to have no objection;
 - 2.1.5. have the right to cure an objection from the Controller as described in (iv) above, at the Processor’s sole discretion. If no corrective option is reasonably available and the objection has not been cured within thirty (30) days after receiving the objection, either Party may terminate the affected Service or the Agreement with reasonable written notice;
 - 2.1.6. be allowed to transfer personal data to third countries outside the EU or European Economic Area (“EEA”). When personal data is transferred to a country that does not ensure an adequate level of data protection, the Processor ensures that the transfer is subject to adequate safeguards as stated in Chapter V GDPR;
 - 2.1.7. taking into account the nature of the processing and the information available for the Processor, at the Controller’s cost, assist the Controller in its obligation to respond to requests from data subjects pursuant to chapter III in the GDPR by implementing appropriate technical and organizational measures, insofar as this is possible;
 - 2.1.8. taking into account the nature of processing and the information available to the Processor, at Controller’s cost, assist the Controller in fulfilling its obligations pursuant to Articles 32 to 36 in the GDPR;



2.1.9. on termination or expiration of the Agreement, or on instruction from the Controller, upon written request and at the Controller's choice, return or delete all personal data processed under the DPA at the Controller's cost, unless the Processor is required to retain the personal data by applicable laws, rules and regulations. Unless the Controller requests a return within fourteen (14) days from the termination or expiration of the Agreement, the Controller is considered to have requested deletion; and

2.1.10. upon the Controller's request and at the cost of the Controller, make available all information necessary to demonstrate the Processor's compliance with the obligations laid down in Article 28 in the GDPR and in this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller and accepted by the Processor. The Processor shall not unreasonably withhold its acceptance. The audit shall be carried out maximum once (1) per calendar year, and a written notice shall be sent to the Processor with a notice period of at least sixty (60) days, before the audit commences. The audit shall be conducted during the Processor's normal working hours without disturbance to the normal operations of the Processor.

3. Limitation of Liability

- 3.1. Claims for damages from data subjects shall be handled in accordance with GDPR art. 82. Claims under art. 82 p.5 are exempt from any limitations on liability.
- 3.2. Each Party shall bear its own administrative penalties or fines issued by relevant courts or data protections authorities.
- 3.3. All other claims relating to the DPA shall be subject to what is stated in the Terms & Conditions on liability and the limitations therein.

4. Governing Law & Disputes

- 4.1. This DPA and any non-contractual claims shall be governed by, and construed in accordance with, the laws of Sweden, with the exclusion of its conflict of laws rules.
- 4.2. Any contractual or non-contractual dispute, controversy or claim arising out of, or in connection with, this DPA shall be settled exclusively by Swedish courts, with Malmö District Court (Malmö tingsrätt) as the court of first instance.

CONTROLLER'S INSTRUCTIONS

The following is a summary of the Controller's instructions to the Processor, for the personal data processing activities governed by this DPA. Such activities are only carried out when the Customer uses the CodeScene Cloud Services.

Processing Activity 1: Storing Software Input

Description	Storing any Software Input the Customer has provided to the CodeScene Cloud Services (by giving access to Customer systems such as the Customer's Git Service Provider)
Personal Data	Git Service Provider identifiers, email addresses
Data Subjects	i) Developers who have contributed to the code base that forms part of the Git repository which the Customer is using the CodeScene Cloud Services to analyse ii) Developers who are part of the Git Organisation(s) the Customer has given the CodeScene Cloud Services access to
Retention Period	Data is retained as long as Controller is a Customer of the Processor, and subsequently deleted.

Processing Activity 2: Creating Software Output

Description	Creating Software Output by analysing Software Input and presenting the results via the CodeScene Cloud Services
Personal Data	Git Service Provider identifiers, email addresses
Data Subjects	i) Developers who have contributed to the code base that forms part of the Git repository which the Customer is using the CodeScene Cloud Services to analyse ii) Developers who are part of the Git Organisation(s) the Customer has given the CodeScene Cloud Services access to

Retention Period	Data is retained as long as Controller is a Customer of the Processor, and subsequently deleted.
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SECURITY MEASURES

In providing the CodeScene Cloud Services, the Vendor shall implement appropriate administrative, technical and physical security measures to ensure the Customer's Software Content is protected in accordance with industry good practice. To fulfil this requirement, the Vendor maintains an ISO certification in Information Security (ISO:27001), which is subject to regular external audits. Underpinning this certification is an extensive set of policies and procedures to ensure a high level of rigour around all areas of information security, from physical and technical infrastructure, to internal processes, incident management, and disaster recovery. For further details, as well as access to audits and pen tests, please contact infosec@codescene.com

SUB-PROCESSORS

The following sub-processor(s) are involved in providing the data processing activities outlined above:

Legal Entity	Service Provided	Location of Processing	Address
Amazon Web Services EMEA SARL	Storage and computing, used to provide the Cloud Services	Ireland, Sweden, United Kingdom	38 Avenue John F. Kennedy, L-1855, Luxembourg