

TERMS AND CONDITIONS OF THE BRYNTUM ROOTCAUSE SERVICE, v1.1

1. Introduction

- 1.1 Bryntum AB ("BAB") is a developer of software products and has developed the RootCause SaaS service which enables the recording of events on a web page or application for use in diagnostic purposes and error reporting, as further described on www.therootcause.io, (the "Service").
- 1.2 These BAB terms and conditions governing the Service (the "Terms and Conditions") together with the content of the order form where the Customer has chosen subscription (the "Order") shall jointly govern the Customer's purchase and use of the Service (the "Agreement"). "Customer" means the natural person or legal entity entering into the Agreement with BAB. BAB and the Customer are jointly referred to as the "Parties" or either one of them as a "Party".

2. BAB undertakings

- 2.1 BAB will provide the Service to the Customer from the Effective Date and during the Term in accordance with these Terms and Conditions and the Order. All information necessary for the Customer to initiate the Service can be found at www.therootcause.io.
- 2.2 BAB may use a subcontractor for the performance of its undertakings, in whole or in part, according to these Terms and Conditions. BAB is liable for the performance of any subcontractor as if performed by BAB itself.

3. Use of the Service

- 3.1 The Customer is granted the right to use the Service for its own business only. The Customer's right to use the Service with regards to the number of Team Members, web pages/applications, time period for data retention, number of Events stated and chosen by the Customer's Order. In this regard, "Events" shall mean the number of unique incoming log requests to the Service and "Team Member" shall mean a Customer employee or contractor with access to the Service.
- 3.2 The Service can store many different kinds of data and information generated by the interaction with a web page and/or an application. It is the Customer's responsibility to configure the Service in accordance with the Customer's preferences with regard to the Customer's configuration and selections with respect to the Service's collection and saving of data and information occurring at web pages and/or the application(s) (the "Customer Data").

4. Maintenance and Support

- 4.1 The Customer is aware that the Service is subject to maintenance activities during which parts of the Service, or the Service in its entirety, might be down.

4.2 For customers that have selected the commercial plans “Business” or “Enterprise” in the Order, premium forum support is available at: www.therootcause.io. BAB will make its best efforts to speedily answer any support-related questions posted in the support forum.

4.3 Customers who have selected the commercial plan “Free” or “Startup” are referred to the community forum support available at: www.therootcause.io. BAB does not undertake to answer any questions posted, and does not take responsibility for any answers provided by any party in the community forum.

5. Fees and terms of payment

5.1 The Services are provided on a subscription basis with payment in advance for the entire Initial Term or Renewal Term. Customer shall pay all such Subscription Fees via the payment method set forth in the Order.

5.2 BAB may suspend access to the Service or any portion thereof if Customer is late in making any payment when due. Late payments will bear interest at the rate of 1.5% per month (or the highest rate allowed by applicable law, whichever is lower) until paid. All amounts paid hereunder are non-refundable and non-creditable.

5.3 Customer is responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associates with its activity in connection with the Service.

6. Customer’s undertakings

6.1 The Customer is responsible to inform itself of any hardware and software requirements pertaining to the Service, and if in doubt, consult with BAB. BAB is not liable for the performance, faults, or defects of the Customer’s hardware or any software developed and licensed by a party other than BAB.

6.2 The Customer is responsible for ensuring the safe-keeping of any login details pertaining to the Service. Login details shall be provided only to the Customer’s designated Team Members and shall be treated as Confidential Information.

6.3 The Customer is responsible to ensure that the Customer Data is free from any viruses, malware, trojans, worms or the like.

6.4 The Customer is further responsible for ensuring that the Customer’s use of the Service always is in accordance with all applicable laws and regulations.

6.5 The Customer shall notify BAB without delay in the event of (i) the presence of such malicious software in the Customer Data as describes in section 6.3, (ii) unauthorized access to login details according to section 6.2 or (iii) if Customer is made aware of any infringements or attempted infringements that might affect the Service.

6.6 The Customer shall adhere to any written instructions regarding the access and/or use of the Service issued by BAB at any time.

7. Personal data

- 7.1 BAB processes all Customer Data, including any personal data contained therein, solely for the Customer's purposes and according to the Customer's written instructions. BAB acts as data processor with regards to the processing of Customer Data in relation to the Customer which acts as the data controller.
- 7.2 BAB will take any technical and organizational measure to protect Customer Data as required by law.

8. Changes to the Service

- 8.1 BAB is permitted to, without prior notice to the Customer, make any changes to the Service that will not adversely affect the Customer's use of the Service.

9. Intellectual property rights

- 9.1 Subject to the rights of use granted to Customer hereunder, all rights, title and interest in and to the Service, including its code, sequence, logic, structure and screens, and documentation, and to any improvements, enhancements, updates or upgrades to them, including the concepts and technology inherent in the Service, are, and at all times shall remain, the sole and exclusive property of BAB. Except for the express rights of use granted herein, nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to Customer any right, title or interest in and to the trademarks, copyrights, patents or trade secrets of BAB or any ownership rights in or to the Service or software contained therein.
- 9.2 The Customer may not copy, disseminate or try to decompile any software that forms a part of the Service, or try to re-create the Service or offer a competing service, or enable anyone not designated as Team Member to access and use the Service.

10. Term and termination, suspension

- 10.1 The Agreement shall be effective upon Customer's acceptance of the Terms and Conditions and, if applicable, BAB's receipt of full payment from Customer according to the Order (the "Effective Date") and continue in force for an initial period of one (1) year unless earlier terminated as described in this section 10 (the "Initial Term"). The Term shall automatically be renewed in additional one (1) year periods ("Renewal Term") unless either Party terminates the Agreement with thirty (30) days written notice. Initial Term and Renewal Terms shall jointly be referred to as the "Term".
- 10.2 Either Party may terminate this Agreement for a Party's material breach of this Agreement, upon fifteen days' prior written notice to the other Party (provided such breach remains uncured at the end of such fifteen (15) days period). BAB may terminate this Agreement for BAB's convenience upon thirty days' prior written notice to Customer. Upon BAB's termination for BAB's convenience, the

Customer shall be refunded the fee paid pro-rata according to the period left of the Term.

- 10.3 Upon expiration or termination of this Agreement, Customer's right to use the Services will immediately cease. The following Sections shall survive any termination of this Agreement: Section9-17 .

11. Confidentiality

- 11.1 As used herein, "Confidential Information" means all confidential information of one Party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, whether disclosed orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. BAB acknowledges that you may disclose non-public, confidential information to BAB under this Agreement and the Customer acknowledges that the Service is confidential and proprietary to BAB. Each Party agrees to take all reasonably necessary action, including appropriate instructions and agreements with employees and agents, to protect such Confidential Information of the other Party from unauthorized disclosure. In the event of any breach of this section, each Party acknowledges that the non-breaching party would suffer irreparable harm and shall therefore, if applicable, be entitled to seek injunctive relief without the necessity of posting bond. The Customer also acknowledges that infringement or unauthorized copying of the intellectual property of BAB would cause irreparable harm to BAB.

12. Disclaimer of warranties

- 12.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE SERVICE IS BEING PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. BAB DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. BAB HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO NON-INFRINGEMENT. BAB DOES NOT GUARANTEE THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND CUSTOMER ACKNOWLEDGES THAT IT IS NOT TECHNICALLY PRACTICABLE FOR BAB TO DO SO.

13. Limitation of liability

- 13.1 BAB'S ENTIRE LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT AND/OR RELATED TO THIS AGREEMENT AND SERVICE, IS LIMITED TO THE PAYMENTS ACTUALLY MADE BY THE CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO ANY LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BAB BE LIABLE TO YOU OR

ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSSES OR EXPENSES, WHETHER OR NOT BAB WAS ADVISED OF, KNEW OF SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

14. Indemnity

14.1 The Customer agrees to indemnify and hold BAB, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of its use of the Service in violation of this Terms of Service or your violation of any law or the rights of a third party.

15. Assignment

15.1 Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party. However, BAB shall be entitled to assign this Agreement to an entity owned wholly or partially by BAB.

16. Changes to these Terms and Conditions

16.1 BAB is permitted to make any changes to these Terms and Conditions, which do not materially or adversely affect the Customer's use of the Service. Updated Terms and Conditions will be notified at www.therootcause.io. If the Customer does not accept such amended Terms and Conditions, then the Customer is entitled to terminate this Agreement as of the date such material changes are implemented. If the Customer terminates the Agreement with reference to this section 16.1, the Customer shall be refunded the fee paid pro-rata according to the period left of the Term, provided that the amendments of the Terms and conditions materially or adversely affect the Customer's use of the Service.

17. Governing law and disputes

17.1 This Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall, with the exclusion of any other courts, be settled at the District Court of Malmö, Sweden.

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