

These general terms and conditions ("**General Terms**") apply, and form an integral part of, the license agreement (the "**License Agreement**") entered into between Tadait AB, 556964-7067, ("**Licensor**") and the natural or legal entity specified in the main document of the License Agreement as the Client (hereinafter referred to as "**Licensee**"), regarding a grant of access rights to the software specified in the License Agreement, (the "**License Object**"). These General Terms take effect per the **1st of December, 2024**.

1 GRANT OF LICENSE AND OWNERSHIP

Provided that Licensee has paid the agreed fees to Licensor in due time, Licensee obtains a non-exclusive, non-transferable, right to use the License Object on SaaS basis (Software as a Service) during the term of the License Agreement ("the Subscription").

2 SCOPE OF THE LICENSE

2.1 The License Object is intended solely for Licensee's internal use and may only be used;

- (i) by the number of users specified in the License Agreement;
- (ii) by the business conducted in the premises specified in the License Agreement;
- (iii) in accordance with the other terms and conditions set forth in the License Agreement.

2.2 Licensee does not have the right to use, copy or otherwise transfer the License Object, or part thereof, other than as specifically provided in the License Agreement. Licensee has no right to modify, develop or otherwise change the License Object.

2.3 Licensee shall not be entitled to decompile or disassembly the License Object or by other means to reproduce the source code of the License Object.

2.4 Any marking or indication on the Licensed Object, or any media on which the License Object is made available, of any patent, copyright, trademark or other intellectual property right may not be altered or removed by Licensee.

2.5 Licensee may not sublicense, rent or otherwise, for consideration or free of charge, allow anyone other than Licensee to use or otherwise dispose of the License Object.

2.6 Licensee may not assign its rights or obligations under the License Agreement to a third party without Licensor's prior written consent.

2.7 Licensee is obliged to ensure that its employees, consultants and other contractors are aware of the restrictions that apply to the License Object and shall procure that they act in accordance with the License Agreement and be responsible for their acts and omissions.

3 DELIVERY AND INSPECTION

3.1 The License Object shall be set up in the manner and at the time and at the price specified in the License Agreement.

3.2 Licensor is not responsible for the installation of the Licensed Object unless specifically agreed by the parties.

3.3 Unless otherwise specifically agreed between the parties, Licensor shall be entitled to compensation for any assistance in the installation or set-up of the Licensed Object in accordance with the Licensor's price list in force at the time of installation for the type of service in question.

3.4 It is the responsibility of the Licensee to check the functionality and quality of the Licensed Object after delivery.

3.5 If Licensee finds that the License Object does not meet the specifications stated in the License Agreement, Licensee may cancel the License Agreement provided that written notice of cancellation of the License Agreement is received by Licensor no later than thirty (30) days after the date of delivery.

3.6 In the event of cancellation, Licensor shall immediately refund to Licensee the license fee received and any other fees paid under the License Agreement without interest.

4 PAYMENT

4.1 For the right of use to the License Object, Licensee shall pay the license fee/s and any other fees specified in the License Agreement. All prices and fees are stated excluding VAT.

4.2 In the event of a delay in payment, Licensor may charge late payment interest in accordance with the Swedish Interest Act (Sw. *Räntelagen* (SFS 1975:635)).

4.3 If the Licensee is a legal entity and in delay with payment, the Licensor reserves the right to impose a late payment administration fee according to the maximal amount stated in the Swedish Debt Collection Act (Sw. *Lag om ersättning för inkassokostnader m.m.* (SFS 1981:739)).

4.4 If Licensee is in delay with payment for more than thirty (30) days, Licensor shall have the right to both suspend the Subscription and, if necessary, terminate the License Agreement by written notice.

5 WARRANTY

5.1 Licensor warrants that the License Object complies with the specification of the License Object annexed to the License Agreement, for a period of three (3) months from the date of delivery.

5.2 The above warranty applies provided that:

- (i) Licensee has used the License Object in accordance with Licensor's instructions;
- (ii) Licensee has used the License Object in the prescribed operating environment;
- (iii) Licensee has not used the License Object improperly or negligently;
- (iv) the deviation in the License Object is not due to software or other equipment that the Licensor has not specifically approved or prescribed for the use of the License Object;
- (v) the deviation does not affect the Licensee's use of the Licensed Object merely to an insignificant degree;
- (vi) Licensee used the most recent version of the License Object;
- (vii) the License Object has not been altered or used in a manner for which it is not designed or intended;
- (viii) the error is solely related to the License and not in any way related to a third party, such as but not limited to Fortnox, Windows etc.

5.3 Licensee's right to enforce the warranty under this Section 5 requires that Licensee makes a written complaint about the deviation in the License Object to Licensor within thirty (30) days of Licensee's discovery of the deviation.

5.4 Licensor undertakes, upon receipt of a written complaint sent within the time limit set out in this clause 5, to remedy the deviation in the License Object as soon as reasonably required taking into account the nature of the deviation and the circumstances in general.

5.5 If Licensor has not remedied the deviation in the License Object within a reasonable time after Licensee's written complaint, Licensee has the right to terminate the License Agreement and recover the license fee paid for the period after Licensee's written notification.

5.6 Licensee's right in the event of deviations or faults in the License Object is limited to what is stated in this clause 5.

6 SUPPORT AND MAINTENANCE

- 6.1 Licensor shall provide User Support to Licensee's designated contact person by telephone and email during non-holiday days during business hours from 8 a.m. to 4 p.m. The support shall primarily consist of advice and assistance in connection with the normal use of the License Object. The service includes advice that a trained user can normally be considered to need.
- 6.2 For other assistance, the agreed hourly fee is charged by 2 000 SEK per hour, as well as compensation for expenses and travel in connection therewith. Licensor reserves the right to adjust the opening hours regarding support services without notifying the Licensee.
- 6.3 Licensee shall use reasonable steps to ensure that only persons trained in the Licensed Object use the User Support.
- 6.4 Licensor shall use reasonable resources to promptly remedy defects in the License Object by providing the necessary corrections. The primary method of handling and correcting errors shall be via remote support.
- 6.5 In the event of a failure or interruption of service in the Licensed Object, Licensee shall immediately notify the Licensor of the nature of the defect and other relevant circumstances.
- 6.6 The Licensor shall be entitled to compensation for the correction of errors attributable to:
- (a) misuse or other use in violation of the License Agreement or written instructions provided by Licensor;
 - (b) products or equipment not supplied or approved by Licensor, or
 - (c) changes or corrections to the Licensed Object made by parties other than Licensor without its approval.
- 6.7 Licensor has the right to suspend access to the License Object entirely or in part, in cases where continued provision entails or risks causing harm to the Licensor or its Clients.
- 6.8 Licensor also has the right to suspend access to the License Object entirely or in part in order to enable maintenance, updating of software and other technical measures in order to maintain function and security.
- 6.9 Licensor shall carry out planned interruptions with the necessary urgency and, if possible, outside normal working hours.
- 6.10 Licensee's right to User Support lapses once the Subscription has ended.

7 ADDITIONAL SERVICES

- 7.1 Licensor reserves the right, with ninety (90) days written notice to Licensee, to remove an additional service ordered and used by Licensee.
- 7.2 Additional Service(s) ordered by Licensee can only be terminated by Licensee upon termination of the License Agreement.

8 DEVELOPMENT AND CONSULTING SERVICES

Licensor may, in agreement with Licensee, perform consulting or development assignments for Licensee. Such work shall be subject to the terms of the License Agreement, and, for the avoidance of doubt, these General Terms and Conditions. The price and payment terms for such services shall be in accordance with the agreement of the parties in each case. If the parties have not agreed on a price, the Licensor shall be entitled to ongoing compensation at an hourly fee of SEK 2 000 exclusive of VAT.

9 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 Licensor undertakes to indemnify Licensee against third-party claims based on Licensee's use of the License Object, or part thereof, infringing such third party's intellectual property rights.
- 9.2 Licensee's liability does not apply if the action for infringement is due to:
- (i) Licensee's use of the License Object in conjunction with or in combination with any hardware, software, data, documentation or other equipment not provided by Licensor;
 - (ii) the Licensed Object has been modified or used in a way for which it is not intended.
- 9.3 The Licensor's obligation under this clause 9 applies only if Licensee notifies Licensor in writing without delay of the infringement claims made against Licensee, Licensor is given the sole right to decide how the process is to be conducted and Licensee acts in accordance with Licensor's instructions and that Licensee provides Licensor with such assistance as Licensor can reasonably request.
- 9.4 In the event of an established infringement, the Licensor shall, at its option:
- (i) provide Licensee with a continued right to use the License Object;
 - (ii) modify the License Object so that infringement no longer exists;
 - (iii) replace the Licensed Object with other software with an equivalent non-infringing function;
 - (iv) revoke the License Object and, less the reasonable benefit the Licensee has had from the License Object, refund the License Fee and any other fees paid under the License Agreement without interest.
- 9.5 The Licensor has the right to take the measures specified in clause 9.4 even in the event of suspected infringement, if the Licensor deems it necessary.
- 9.6 Licensee's right in respect of infringement of third party intellectual property rights is limited to what is stated in this clause 9.

10 LICENSEE'S DATA

- 10.1 Licensee retains all rights to data belonging to Licensee that are transferred by the use of the License Object.
- 10.2 The Licensor has the right to dispose of Licensee's data within the framework of the provision of the License Object.
- 10.3 Transfer and arrangement of Licensee's data during and after the term of the License Agreement, which is not part of the License Object's regular functionality, shall be treated as an additional service which falls outside the provision of the License Object.
- 10.4 Licensee is responsible for ensuring that data transmitted by Licensee by the use of the License Object does not constitute an infringement of rights in relation to third parties and that it does not violate applicable legislation. In the event that Licensee fails to comply with this obligation, Licensee shall indemnify and hold Licensor harmless, including in respect of indirect damage and loss.

11 PERSONAL DATA

- 11.1 Licensee is solely responsible for ensuring that the personal data processed or stored through the use of the License Object is handled in accordance with applicable legislation. Please find further information in the Data Processing Agreement.

12 LIMITATION OF LIABILITY

- 12.1 Licensor's liability for breach of the License Agreement is limited to direct damage. Compensation for loss of profit, loss of production, costs of contracting another supplier, costs of equipment and similar costs or losses are excluded. Licensor is not responsible for Licensee's loss of data.
- 12.2 The License Object is a general Software provided by the Licensor. The Licensee is supposed to make adjustments relevant for Licensee's intended use. Thus, it is Licensee's responsibility to oversee that all settings are correctly adjusted before Licensee uses the Software in Licensee's business. Licensor assumes no responsibility for Licensee's use of presets or settings resulting in incorrect billing or taxation, even when default settings are used.
- 12.3 Licensor's total liability for damage under the License Agreement shall be limited to an amount equal to the lower of:
- (i) twenty-five (25) percent of the total license fee paid by Licensee to Licensor during the twelve-month period preceding the damage;
 - (ii) two (2) times the price base amount that, at any given time, applies under the Swedish General Insurance Act (SFS 1962:381).

13 CONFIDENTIALITY

- 13.1 Each party undertakes not to disclose to third parties confidential information that the party obtains from the other party or that emerges from the use of the License Object.
- 13.2 In these General Terms and Conditions, confidential information means any information – technical, commercial or otherwise – regardless of whether the information has been documented or not, with the exception of:
- (a) information that is generally known or comes to public knowledge otherwise than through a breach by a party of the contents of the License Agreement;
 - (b) disclosure, which a party can show that he already knew before receiving it from the other party;
 - (c) information received or to receive by a party from a third party without being bound by a duty of confidentiality in relation to it.
- 13.3 However, in cases referred to in 13.2 c. above, a party is not entitled to disclose to third parties that the same information has also been received from the other party in accordance with the License Agreement.
- 13.4 Each party undertakes to ensure that employees, consultants and directors of the party do not pass on confidential information to third parties. In doing so, it is the responsibility of the party to ensure that employees who are likely to come into contact with information of a confidential nature are bound to keep this information secret to the same extent as the party under these General Terms and Conditions.

14 COMPLIANCE

- 14.1 Licensor reserves the right, upon written notice to Licensee at least three (3) business days in advance, to undertake an inspection to verify that the License Object is being used in accordance with the License Agreement. The inspection shall be carried out during Licensee's normal working hours.
- 14.2 Licensee shall, upon such inspection and review, give Licensor access to Licensee's premises and business systems and otherwise cooperate with the Licensor as may be reasonably required to achieve the purpose of the inspection.
- 14.3 If an inspection according to this clause 14 shows that Licensee pays a license fee for a lower amount of users than stated in this Agreement, Licensee shall reimburse Licensor its costs for the inspection and pay a license fee for the number of user licenses used by Licensee. If Licensee is unable to show the duration of use of a greater number of user licenses, Licensor is entitled to compensation for the greater number of user licenses from the first day of the license.

15 LIMITATIONS IN TIME

- 15.1 The License Agreement becomes effective when the License Agreement has been signed, or otherwise specified in writing, by both parties and is valid for the term specified in the License Agreement.
- 15.2 Upon termination of the License Agreement – for whatever reason – Licensee's right to use the License Object shall terminate and Licensee shall, at its own expense, submit to Licensor all documentation and other materials relating to the License Object that Licensee holds.

16 EARLY TERMINATION

- 16.1 Each party has the right, by written notice to the other party, to terminate The License Agreement with immediate effect if:
- (i) the other party materially fails to comply with its obligations under the License Agreement and does not remedy the failure within thirty (30) days of receiving written notice thereof;
 - (ii) the other party is declared bankrupt, goes into liquidation, suspends its payments or is otherwise deemed to have become insolvent.
- 16.2 In the event of termination pursuant to clause 16.1, and subject to the limitations set out in these General Terms and Conditions, the terminating party shall be entitled to compensation for damage suffered by the party as a result of the breach of contract.
- 16.3 Upon termination pursuant to clause 16.1 by the Licensor, Licensee shall not be entitled to receive any part of the license fee paid back.

17 GROUNDS FOR EXEMPTION

- 17.1 The Licensor is exempt from liability for failure to fulfill an obligation under the License Agreement, if the failure is due to circumstances of the kind stated below and the circumstance prevents or significantly impedes the fulfillment of the obligation in a timely manner.
- 17.2 The Licensor is exempt from liability during events such as but not limited to, government action or omission, new or amended legislation, staff resignation, illness or other impairment of working capacity, death, conflict in the labor market, interruption of telecommunications, interruption of service of third parties, blockade, fire, flood, loss or destruction of data to a greater extent or property of significant importance or other accident of a greater magnitude that affects the Licensor or any of the Licensor's suppliers.
- 17.3 If Licensor wishes to invoke a ground for exemption, Licensee shall be notified without undue delay.
- 17.4 Notwithstanding the foregoing provisions on exemption from penalty, Licensor may, in the event of a liberating circumstance, terminate the License Agreement if the performance of any obligation is delayed by more than three (3) weeks.

18 HANDOVER

- 18.1 Upon termination of the License Agreement, the information, data and software belonging to Licensee that Licensee requests shall be transferred to Licensee without undue delay, provided that such request is made in writing within three (3) months from the termination of the License Agreement.

18.2 In addition, Licensor shall assist in the transfer of service to Licensee or another supplier if Licensee if requested by the Licensee in writing within three (3) months in advance. Licensor shall be entitled to compensation for the work related to clause 18.1 and 18.2 according to Licensor's price list in force at the time. In the absence of price information in the price list, compensation shall be paid in the amount of SEK 2 000 per hour exclusive of VAT.

19 MISCELLANEOUS

19.1 The License Agreement constitutes the entire agreement between the parties regarding all of the issues set forth in the agreement and supersedes any and all prior written or verbal undertakings and agreements.

19.2 No amendment to this agreement shall be effective unless made in writing and duly executed by both parties.

19.3 Licensee may not assign the License Agreement without Licensor's prior written consent. However, Licensor has the right to transfer part or all of the License Agreement to a third party in connection with the financing solution (factoring or similar) or if in connection with the transfer of Licensor's business or part thereof.

19.4 The Licensor is entitled to implement annual price adjustments in order to maintain and continue developing the product. The price adjustments shall be reasonable in order to cover the cost of development and maintenance, support and improvement measures. The Licensor is entitled to retroactively implement price adjustments for years which were not subject to price adjustment.

20 LEGAL

20.1 Licensor reserves the right, with thirty (30) days notice, to adjust the General Terms as well as other terms for delivery of the Services. If the Licensee does not accept such change, Licensee must actively and in writing terminate the Subscription before changes take effect. If the Licensee terminates the Agreement in accordance with this clause 20.1 and any prepayments have been made, the Licensee is entitled to a proportional refund of any fees paid in advance.

20.2 Clauses in the License Agreement, its annexes and these General Terms, which by their nature are intended to be valid after the termination of the Agreement, shall continue to be binding after the Agreement has terminated for any reason.

20.3 If any clause in the License Agreement, its annexes and these General Terms is found to be invalid, in whole or in part, or unenforceable, by a competent court, authority or arbitration board, this shall not affect the validity of other provisions which shall be valid and enforceable to the extent permitted by applicable law. In such cases, the provision in question shall be replaced by a clause which, to the greatest extent possible, achieves the purpose of the original provision.

21 DISPUTES AND CLAIMS

This agreement shall be governed by and construed in accordance with Swedish Substantial Law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute"), by the use of one (1) arbitrator. The seat of arbitration shall be Malmö.