

END-USER LICENCE AGREEMENT
(EULA)
Rev E, 2026-10-10

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND SENSATIVE AB THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY PRODUCT YGGIO. BY ACCESSING AND/OR USING THE PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY PRODUCTS SOLD SEPARATELY WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD-PARTY PROVIDER.

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1 SCOPE, PRIORITY, AND PARTIES.

This End-User Licence Agreement ("EULA") governs the access and use of Company's Yggio platform and related products ("Products"). The Products are provided to the end customer ("Customer") under the terms of this EULA and any related agreements, including purchase orders or service agreements (collectively referred to as the "Agreement"). The order of precedence between the documents forming the Agreement is set out in Section 15.5.

This EULA applies exclusively to the Products provided by Company and does not cover third-party products, which are subject to their respective provider's terms. The Customer agrees to be bound by the terms of this EULA by accessing or using the Products. Where the Products are made available to Customer by a white-label partner of Company under the partner's own brand, this EULA does not apply; the partner's customer agreement, including the mandatory end-user terms required by Company, governs Customer's use.

2 DEFINITIONS

The terms in capital letters which are used in this Agreement shall have the meaning assigned to them below or in any other part of this Agreement.

"**Affiliate(s)**" means, with respect to any entity, any other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity.

"Agreement" means this EULA together with each Order, the SLA, the DPA and any other document expressly incorporated by reference.

"**Applicable Law**" means any and all provisions including but not limited to ordinances, laws, zone rules, regulations, rules, standards, decrees and directives of any Governmental Authority applicable to or enforceable by either Party and which are in force, or that may be issued by any Governmental Authority.

"Authorised Reseller" means Company's authorised resellers and distributors.

"Authorised User" means a natural person who holds a user account (user ID) on Customer's or a Sub-Customer's Yggio account and is thereby authorised to access and use the Products, with an assigned access level determining that user's permissions. Machine-to-machine integrations, API clients, sensors, gateways and unattended displays are not Authorised Users. Authorised User specifically excludes a third party that deploys, operates, and manages the Software in an environment owned or controlled by such third party on Customer's behalf.

"**Business Day**" means a day which is not a Saturday, a Sunday, or an official holiday in Sweden on which the bank branches are required or permitted to be closed.

"Cloud Services" means software-as-a-service offerings made available via a remote network. On-premises and Edge deployments are addressed under their respective licences in Section 3 and are not Cloud Services.

"Company" means Sensative AB, org. no. 556922-4644, Sweden.

"**Confidential Information**" means (i) any information marked confidential and obtained directly or indirectly by one Party from the other Party, or (ii) any information which the other Party should reasonably understand to be confidential. For the avoidance of doubt and to the extent shared under this Agreement, any source code and protocols underlying the SENSATIVE Technology, and any know-how and trade secrets shall always be considered as Confidential Information.

"Consulting Services" means installation, configuration, training, customer development, network management or other professional services performed by Company pursuant to or in connection with an Order.

"**Control**" means ownership, directly or indirectly, of more than 50% of the voting rights on the general shareholder's meetings and/or board of directors, or the power to influence or direct the management or policies of a company.

"**Customer**" means the legal entity or individual that places one or more Orders for Products from Company or an Authorised Reseller.

"Customer Register Information" means Register Information and any other data (i) uploaded to a Cloud Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Cloud Services or (ii) disclosed by Customer to Company for the purpose of receiving Maintenance and/or Consulting Services. Customer Register Information may be confidential in nature and is subject to the standard of care set forth in Section 7.

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"**Device**" means physical, or virtual, unit that is connected to the SENSATIVE and Yggio ecosystem.

"Documentation" means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product.

"DPA" means Sensative's standard Data Processing Addendum, available at [URL to be inserted], as updated from time to time in accordance with Section 15.5, which governs Company's processing of Personal Data on behalf of Customer and is incorporated into the Agreement by reference.

"Edge" means computing infrastructure that close to the sources of data such as in a building to provide faster and more reliable automation, reducing bandwidth usage, and enhancing data security through localised processing.

"Education Services" means training services performed or delivered by Company.

"Error" means a material failure of the Software, Cloud Services, or Hardware to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.

"Extraordinary Corporate Event" means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

"Fees" means all fees and/or payments stated in an Order applicable to the Products.

"**Governmental Authority**" means, to the extent it has jurisdiction in respect of the relevant matter, any judicial, legislative, executive or regulatory authority in Sweden or of the European Union.

"Hardware" means edge computers, sensors or other physical devices offered as Products.

"**Intellectual Property Rights**" means any and all intellectual property rights, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction, including any copyright rights, database rights, neighbouring rights, trademark rights, service mark rights, rights to a business name, domain names, model rights, design rights, design patent rights;

any patent rights, utility model rights, topography rights, mask work rights, plant variety rights, know-how, inventions, discoveries, ideas, trade secrets, secret formulae, processes and other proprietary knowledge and information;

any rights to claim priority, divisionals, continuations, continuations-in-part, re-examinations, renewals, re-issues, extensions and supplementary protection certificates for any of the rights referred to in any of the paragraphs above;

any form of protection of a similar nature or having equivalent effect anywhere in the world to any of the rights referred to in any of the paragraphs above; and

any right or application to acquire any right referred to in any of the paragraphs above.

"Maintenance" means Company's provision of technical support services and Updates for the Software and Cloud Services, provided in accordance with the SLA and the applicable Order.

"Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Register Information.

"Number of Units" means, for each Order, the licence entitlement under the applicable Product specific terms for each Product, and for multiple Orders, collectively, the cumulative entitlement to each.

"On-prem" means software that is installed and runs on the premises of the Customer using the software. On-premises solutions are managed, maintained, and operated by the Customer's own IT staff or personnel and are housed within the physical location(s) owned or controlled by the Customer.

"Order" means a document or combination of documents memorialising Customer's purchase of Products (including an order form, quote, Purchase Order, statement of work, on-line order, or other form of an ordering document) submitted by Customer to (i) Company, (ii) a Company authorised reseller, and/or (iii) through Company Product websites.

"Personal Data" has the meaning given to it in Regulation (EU) 2016/679 (GDPR).

"Price List" means Company's then-current published price list for the Products.

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“Product” means Software, Cloud Services, Hardware, Maintenance, Consulting Services, and Education Services

“Purchase Order” means a document issued by Customer to Company confirming Customer’s contractual commitment to purchase the Products that corresponds with and specifically references Company’s order document or quote number

"**Register Information**" is the data and information collected by sensors, actuators, other systems and similar, including contextual data ('meta data'), customer content, customer automation rules and customer AI models.

"**SENSATIVE Technology**" means the technology developed by or on behalf of SENSATIVE or its Affiliates or acquired by SENSATIVE or its Affiliates.

“SLA” means Sensative’s Standard Service Level Agreement, available at [URL to be inserted], as updated from time to time in accordance with Section 15.5, which sets out the service levels (SLA 1, SLA 2 and SLA 3) for the Products and is incorporated into the Agreement by reference.

“Software” means a Company proprietary or licensed and embedded third-party program and/or Open Source Software program in object code form which is licensed hereunder including Documentation and any subsequent Updates provided under Maintenance.

“Subscription” means the non-cancellable licence to use the Software or Cloud Service stated in an Order and identified as Subscription, that includes the right to receive Maintenance during the Term.

“Sub-Customer” means a customer, tenant, client or other third party to which Customer makes the hosted functionality of the Products available in accordance with Section 3.10.

“Term” means the period during which Customer is entitled to use a Product, as stated in the applicable Order and extended in accordance with Section 9.1.

“Update” means a patch, correction, new version or other modification of the Software or a Cloud Service that Company makes generally available to its customers as part of Maintenance.

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3 PRODUCT TERMS

3.1 **Software licence.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, revocable, worldwide licence to use the Software during the Term (if applicable) solely for internal business purposes in accordance with the Agreement, the applicable Order and the Documentation.

3.2 **Public Cloud Service.** Unless otherwise specified in the Agreement or Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, revocable, worldwide licence to access and use the Software operated on Company's Public Cloud Server during the Term. This licence is granted solely for Customer's internal business purposes and must be used in accordance with the Agreement, the applicable Order and the Documentation.

3.3 **Private Cloud Service.** If agreed and specifically stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, revocable, worldwide licence to access and use the Software operated on Number of Units Private Cloud Servers for Customer during the Term. This licence is granted solely for Customer's internal business purposes and must be used in accordance with the Agreement, the applicable Order and the Documentation.

3.4 **On-premises licence.** If agreed upon and specifically stated in the Agreement or Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, revocable, worldwide licence to install, run, access, and maintain the Software on Number of Units of Customer's premises during the Term. This licence is granted solely for Customer's internal business purposes and must be used in accordance with the Agreement, the applicable Order and the Documentation.

3.5 **Edge Software licence and Hardware.** If agreed and specifically stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, revocable, worldwide licence to access and use the Software operated on Number of Units of Edge Hardware provided or approved by Company during the Term. This licence is granted solely for Customer's internal business purposes and must be used in accordance with the Agreement, the applicable Order and the Documentation.

3.6 **Consulting services.** Consulting Services are provided under an Order, at the rates stated in the Order or, absent such statement, in the Price List, and in accordance with any statement of work agreed by the parties. Unless otherwise stated in the Order, Consulting Services are provided on a time-and-materials basis and invoiced monthly in arrears.

3.7 **Maintenance and Service Levels.** Maintenance is included in each Subscription and is provided in accordance with the SLA, which sets out availability levels, fault classification, support hours, resolution times, status reporting, scheduled and emergency maintenance and the compensation payable if resolution times are exceeded. The service level (SLA 1, SLA 2 or SLA 3) and any extended service hours applicable to a Product are stated in the Order; unless otherwise stated in the Order, SLA 1 applies. Company supports the current generally available release of the Software and the immediately preceding release.

3.8 **Education Services and Courseware.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide licence to use Education Services and the related training materials in accordance with the Agreement and the Documentation.

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3.9 **Limitations on use.** Subject to Section 3.10 and except to the extent permitted by applicable law, Customer shall not (i) make more copies of the Software than required for use (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Products; (ii) use any Products that are not listed in an order even if such unlicensed Software is made available to Customer as part of Company's general delivery mechanisms; (iii) allow anyone other than Authorised Users to install, run, access, or use the Products; (iv) sublicense, distribute or pledge the Software or any of the rights granted in the Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products; (vi) use or access any embedded or bundled component of Products on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Product; (vii) use third party software in conjunction with a Product except where provided in Documentation and subject to the same use rights that it has to the Products; (viii) use any third party software in conjunction with any Products, unless Customer ensures that such use does not cause the Product to become subject to any third party licence applicable to such third party software or require the public disclosure or distribution of any Product or the licensing of any Product or Materials or the purpose of making derivative works; (ix) market, offer to sell, and/or resell Products; and (x) if the Customer is a Company competitor, use Products for competitive benchmarking or analysis, unless permitted under applicable law.

3.10 **Hosted access for Sub-Customers.** Where expressly stated in an Order, Customer may make the hosted functionality of the Products available to its own customers, tenants, clients and their Authorised Users (Sub-Customers) for the purposes stated in the Order. Such hosted access does not constitute a resale, transfer or sublicence of the Software, provided that no Sub-Customer receives an independent right to install, host, operate, modify, distribute or commercialise the Software. Customer is responsible for Sub-Customers' and their Authorised Users' compliance with the Agreement as for its own, and shall ensure that each Sub-Customer is bound by terms at least as protective of Company as those in this Agreement.

3.11 **Customer responsibilities.** Customer is responsible for (i) the acts and omissions of its Authorised Users and for keeping user credentials and API keys confidential; (ii) ensuring that its use of the Products, and the Register Information it processes through the Products, is lawful and does not infringe third-party rights; (iii) Devices, gateways, LoRaWAN and other networks, internet connectivity and third-party systems that Customer connects to the Products, unless Company provides them under an Order; and (iv) configuring the Products, including automation rules, in accordance with the Documentation. Customer shall notify Company without undue delay of any suspected unauthorised use of a user account.

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4 ORDERS & DELIVERY

4.1 **Orders.** Customer shall order Products by issuing an Order to Company. The ordering process may specify Orders be submitted to Authorised Resellers or directly to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion.

4.2 **Delivery.** Company shall deliver the Software, Cloud Services and training materials electronically upon Customer's submission of a Purchase order to Company. Customer's acceptance of a Product is deemed to occur on Company's initial delivery of the Product to Customer. Company shall ship Hardware (or other tangible product components, if any) Ex Works Company's shipping location (incoterms 2020), and title shall pass to Customer upon delivery by Company to the shipping location.

5 FINANCIAL TERMS

5.1 **Payment terms.** Customer is responsible for all Fees and Taxes stated in an Order. Unless otherwise stated in the Order, (i) Subscription and licence Fees are invoiced annually in advance, (ii) Hardware is invoiced on delivery, and (iii) Consulting Services, Education Services and other Fees are invoiced monthly in arrears or upon completion. Invoices are payable within thirty (30) days from the invoice date. Fees paid for a committed Term are non-refundable except as expressly provided in this Agreement, and Customer may not set off Fees against claims against Company unless the claim has been acknowledged by Company or finally determined. Interest on overdue amounts accrues in accordance with the Swedish Interest Act (räntelagen (1975:635)). If Fees remain unpaid thirty (30) days after a written reminder, Company may suspend the affected Products until payment is made and may terminate the Order in accordance with Section 9.2.

5.2 **Multi-year subscriptions.** If customer purchases a multi-year Subscription for any Product, or a multi-year renewal for any Product, the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order.

5.3 **Price adjustments.** Company may adjust recurring Fees for Subscriptions, Maintenance and Cloud Services no more than once in any period of twelve (12) consecutive months, with effect from the start of a renewal Term, by giving Customer written notice at least one hundred and twenty (120) days before the renewal Term begins. An adjustment may consist of (a) an index component of no more than the percentage change in the Swedish Consumer Price Index (KPI) published by Statistics Sweden (SCB) from the KPI month used for the previous adjustment – or, for the first adjustment, the month in which the Term began – to the most recent month for which KPI has been published at the date of the notice, a negative change giving an index component of zero; and (b) a cost component compensating for a demonstrable increase in Company's own costs of providing the relevant Product, such as cloud, server and infrastructure costs, connectivity, third-party software licences and currency effects, which Company shall state in the notice and substantiate on request. Prices for new Orders, for Hardware and for Consulting Services follow the Price List in force at the time of the Order. Customer may decline a renewal in accordance with Section 9.1.

5.4 **Taxes.** Fees stated in an Order are exclusive of all applicable transactional taxes on Products and Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Products ("Taxes"). Customer shall (i) pay Company such applicable Taxes (excluding Company's income taxes) listed on the relevant invoice or (ii) withhold all applicable taxes according to the local rules, both of which may be in addition to Fees due.

6 INTELLECTUAL PROPERTY

6.1 **Company proprietary rights.** Subject to Section 6.3, Company and its Affiliates own, or have licence rights to, all Intellectual Property Rights in Software, Cloud services, Materials, Documentation, and all derivatives thereof (collectively "Protected Materials") and Company trademarks ("Company Marks"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited licence use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Products, or Company Marks or any Intellectual Property Rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.

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6.2 **Customer proprietary rights.** Customer retains all right, title and interest in and to Customer Register Information, subject to the rights of data subjects and Applicable Law. Customer grants Company a non-exclusive, worldwide, royalty-free licence to host, process, transmit and display Customer Register Information to the extent necessary to provide the Products and perform the Agreement. Company may use Customer Register Information for product and service development only in anonymised or aggregated form that does not identify Customer, an Authorised User or an individual. Personal Data is governed by Section 8.2 and the DPA. Nothing in this Agreement restricts Customer's rights of access to and use of data generated by connected products under Regulation (EU) 2023/2854 (the Data Act).

6.3 **Open Source Software**. Products include Open Source Software that is governed by the open source licence(s) indicated as documented in the Product Software. "Open Source Software" means third party software distributed by Company under an open source licensing model (e.g., MIT licence, Apache licence, BSD licence, the GNU General Public License, or a licence either approved by, or similar to those approved by the Open Source Initiative). To the extent an open source licence conflicts with this Agreement in respect of the Open Source Software component concerned, the open source licence prevails. Company shall provide a list of the Open Source Software components included in the Products on request.

6.4 **Feedback.** If Customer or an Authorised User provides feedback, suggestions or improvement ideas relating to the Products ("Feedback"), Company may freely use, implement and commercialise such Feedback without restriction and without any obligation of compensation, attribution or confidentiality in respect of the Feedback itself. Customer acquires no right, title or interest in the Products or in any improvement by reason of providing Feedback.

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7 CONFIDENTIALITY

7.1 **Non-disclosure.** Neither party shall disclose Confidential Information to any third party (other than an Affiliate or to an Authorised Reseller) without the disclosing party's prior consent. Confidential Information may only be disclosed to recipients that need to know such information, and on the condition that the recipient is subject to a written agreement to protect information with terms as protective as this Agreement. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

7.2 **Exclusions.** The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure; or (vi) disclosed by a Customer that is a public authority or a publicly owned body to the extent required under the Swedish Public Access to Information and Secrecy Act (offentlighets- och sekretesslagen (2009:400)) or corresponding legislation, provided that the Customer, to the extent legally permitted, informs the disclosing party before disclosure and claims any applicable secrecy for the information.

7.3 **Remedies.** Except as prohibited by local law, each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

7.4 **Duration.** The obligations in this Section 7 apply during the Term and for three (3) years after the termination or expiry of the last Order, except for trade secrets and the source code and protocols underlying the SENSATIVE Technology, which shall remain confidential for as long as they remain trade secrets.

8 SECURITY AND PRIVACY

8.1 **Software Security.** Company develops and delivers Products, and provides Cloud Services, Maintenance, or Consulting Services, in accordance with the Information Security Policy and the Development and Quality Process which can be provided on request.

8.2 **Data Security.** Where the provision of Cloud Services, Maintenance or Consulting Services requires Company to process Personal Data on behalf of Customer, Company shall (i) implement and maintain the technical and organisational security measures described in the DPA and in Company's Information Security Policy, and (ii) process such Personal Data only on Customer's documented instructions and in accordance with the DPA. Customer is the controller of the Personal Data and shall provide any notices, obtain any consents and otherwise establish the legal basis necessary for Company to process Personal Data as contemplated by the Agreement.

8.3 **Data location and sub-processors.** Cloud Services are hosted, and Customer Register Information is stored, at the hosting location applicable to Customer under the DPA. For Customers established in the European Union, the European Economic Area, the United Kingdom or Switzerland, that location is within the European Union or the European Economic Area unless otherwise agreed in the Order. Company may use sub-processors for the hosting and operation of the Cloud Services in accordance with the DPA.

8.4 **Security updates.** Company shall make security updates for the Software available for as long as the Software is supported under Section 3.7. For Cloud Services, Company deploys security updates; for On-prem and Edge deployments, Customer shall install security updates made available by Company without undue delay. Company shall inform Customer without undue delay of any actively exploited vulnerability or severe security incident affecting the Software of which Company becomes aware, together with any available mitigation or corrective measures.

9 TERM AND TERMINATION

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9.1 **Term.** This Agreement remains in effect for as long as any Order is in force. The Term for each Product starts on the start date stated in the Order and continues for the period stated in the Order (the initial Term). Unless otherwise stated in the Order, a Subscription is thereafter renewed automatically for successive periods of twelve (12) months, subject to any price adjustment under Section 5.3, unless either party gives written notice of non-renewal at least three (3) months before the end of the then-current Term. Either party may terminate an Order for Consulting Services upon fifteen (15) days' prior written notice by Customer or thirty (30) days' prior written notice by Company.

9.2 **Termination for cause.** Either party may terminate this Agreement and/or any applicable order if the other party breaches any of its material obligations in the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Company may immediately terminate the Agreement if the Customer materially breaches Sections 3, 6, 7 or 13.

9.3 **Effect of termination.** Upon termination of an Order, (i) Company will discontinue Customer's User Accounts, (ii) Customer will discontinue all access and use of On-prem and Edge products, and (iii) subject to Company's written request, Customer shall provide Company with a certification signed by a Customer representative with authority to bind Customer that Customer has de-installed and destroyed all Units of the Products deployed prior to termination. Neither party shall be liable for any damages resulting from termination of the Agreement or an Order, including without limitation unavailability of Customer Register Information arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Company shall have the right to invoice Customer and Customer shall pay for any use of the Cloud Service past the date of termination. For a period of thirty (30) days after termination or expiry of an Order for Cloud Services, Company shall keep Customer Register Information available for export by Customer through the Products' standard export functions or, on request and at Company's then-current Consulting Services rates, deliver it in a commonly used, machine-readable format; thereafter Company deletes Customer Register Information in accordance with the DPA, except for backup copies, which are deleted in the ordinary course. It is Customer's responsibility to export its data within that period. Termination of this Agreement or any Order does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.

9.4 **Survival.** The provisions of Sections 2 (Definitions), 3.9 (Limitations on use), 5 (Financial Terms, as regards accrued Fees), 6 (Intellectual Property), 7 (Confidentiality, for the period stated in Section 7.4), 9.3 (Effect of termination), 10 (Warranties and Disclaimer), 11 (Indemnification), 12 (Limitation of Liability), 13 (Export Restriction and Compliance with Laws) and 15 (Miscellaneous) survive any termination or expiry of the Agreement.

10 WARRANTIES AND DISCLAIMER

To the extent permitted by law, the following warranties apply:

10.1 **Software Warranty.** Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.

10.2 **Cloud Services Warranty.** Company warrants that during the Term of a Cloud Service, the Cloud Service, when used in accordance with the Documentation, will operate in all material respects with the Documentation.

10.3 **Hardware Warranty.** Company warrants that for a period of one (1) year from delivery of Hardware, or such longer period as is stated in the Order, Hardware will be free from defects in material and workmanship in normal use, but does not cover any of the following: (i) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage or other irregularities; (iv) third party software or software drivers; or (v) damage during shipment.

10.4 **Other services warranties.** Company warrants that Maintenance, Consulting Services, and Educational Services will be delivered in a professional manner but does not warrant that every question or problem raised will be resolved or resolved in a certain amount of time.

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10.5 **Customer Register Information warranties**. Customer warrants that (i) it has the right to transmit Customer Register Information as part of the Cloud Services or any other service that Company may provide in connection with delivering Products to Customer and (ii) its use of Cloud Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful Register Information that violates applicable law or the rights of third parties.

10.6 **Warranty Remedy**. If the Software or Cloud Services does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Company to be Company's responsibility, as Customer's exclusive remedy for any Software or Cloud Service warranty claim, Company shall, within 30 days of its receipt of customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the licence for the affected Product and issue Customer a prorated refund of the Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section 10. Customer's exclusive remedy under for the Company breach of the Maintenance, Consulting Services, and Educational Services warranty is re-performance of the services. If the Hardware does not perform as warranted during the applicable warranty period, Company's entire liability and Customer's exclusive remedy (which is subject to Customer returning the Hardware to Company or its Authorised Reseller and confirming that such return is finalised) will be, at the sole option of Company and subject to applicable law, to replace the Hardware or to refund the purchase price paid for the Hardware, and to terminate any Software licences associated with the Hardware.

10.7 **WARRANTY DISCLAIMER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS, ARE NOT INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.

10.8 Company shall not be responsible for any claimed breach of warranty arising out if (i) modifications to products made by Customer or any party other than Company, (ii) Customer's failure to use any updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation, (v) adherence to Customer's instructions by Company during the delivery of Consulting Services.

11 INDEMNIFICATION

11.1 **IP Indemnification.** Company shall defend Customer against any third-party Infringement Claim. Further, Company will indemnify Customer from and against damages, costs, and fees reasonably incurred (including reasonable attorneys' fees) that are attributable exclusively to such claim or action and which are assessed against Customer in a final judgment or settlement. Company's obligation to defend, settle, or indemnify Customer are subject to: (i) Customer promptly notifies Company in writing of an Infringement Claim such that Company is not prejudiced by any delay of such notification; (ii) Company has sole control over the defence and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defence of same. For the purposes of these terms, "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Product(s), excluding any Open Source Software not embedded in a Product, as delivered by Company, infringes any patent or copyright or violates any trade secret rights of any third party.

11.2 **Remedies.** If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Products as contemplated in an Order, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole discretion and upon written notice to Customer, terminate the agreement and refund to Customer any prepaid, but unused, fees on the Products.

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11.3 **Exclusions.** Company assumes no liability, and shall have no liability, for (i) any damages based on Customer's access to and/or use of the Products that occurs after Company provides Customer with notice to cease using a Product due to an Infringement Claim; (ii) an Infringement Claim based on any modification of the products by Customer or at its direction; (iii) an Infringement Claim based on Customer's combination of the Products with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at customer's request.

THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

12 LIMITATION OF LIABILITY

EXCEPT FOR (A) A BREACH BY CUSTOMER OF SECTION 3 (PRODUCT TERMS), 7 (CONFIDENTIALITY) OR 13 (EXPORT RESTRICTION AND COMPLIANCE WITH LAWS), (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (C) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, AND (D) LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW (THE "EXCLUDED MATTERS"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (I) LOSS OF DATA; (II) LOSS OF INCOME; (III) LOSS OF OPPORTUNITY; (IV) LOST PROFITS; AND (V) UNAVAILABILITY (EXCLUDING COMPENSATION DUE UNDER THE SLA) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAYABLE FOR THE APPLICABLE PRODUCT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF MAINTENANCE, CONSULTING SERVICES OR EDUCATION SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER. FURTHERMORE, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OR LEGAL CONSEQUENCES ARISING FROM CUSTOMER'S USE OF THE PRODUCTS IN VIOLATION OF APPLICABLE LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE GDPR, THE EU DATA ACT AND THE EU AI ACT. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT THEIR USE OF THE PRODUCTS COMPLIES WITH ALL SUCH LAWS AND REGULATIONS.

13 EXPORT RESTRICTION AND COMPLIANCE WITH LAWS.

Customer acknowledges that the Products may be subject to export control and sanctions laws, including Regulation (EU) 2021/821 on the control of exports of dual-use items, sanctions adopted by the European Union and the United Nations and, where applicable, the export control laws of other jurisdictions, and agrees to comply with all such laws in its use of the Products.

Customer shall not, directly or indirectly, export, re-export, transfer, sell, lease, supply or allow access to or use of the Products in or for embargoed or sanctioned countries or regions, by sanctioned or restricted persons, or for prohibited end-uses, without the authorisation of the competent authorities.

Customer is responsible for using the Products in a manner that complies with applicable data protection, cybersecurity and AI legislation, including the GDPR, the EU Data Act, the EU AI Act and, where applicable to Customer, Directive (EU) 2022/2555 (NIS2) and national implementing legislation. Company acts as a processor on behalf of Customer and processes Personal Data only in accordance with Customer's documented instructions and the DPA.

14 RESEARCH AND TRIAL USAGE.

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14.1 **Research and Trial usage.** If a Product offering is provided for academic research, trial, demonstration, or evaluation use ("Trial") under an Order, Customer may use the Product for the Term stated in an Order for internal research, demonstration, test, or evaluation purposes only. Company PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement. Trial versions may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, Products subject to Trial licence are offered as Public Cloud Service unless otherwise defined in the Agreement.

15 MISCELLANEOUS

15.1 **Assignment.** Customer may not assign its rights or delegate its duties under this agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

15.2 **Extraordinary Corporate Event.** If Customer or its successors or assigns enters into an Extraordinary Corporate Event after the Order effective date, those users, divisions, or entities that were added to or divested from Customer's organisation as a result of the Extraordinary Corporate Event are not authorised to use the Products until those users, divisions, or entities are added to this Agreement by way of a written amendment signed by duly authorised officers of the Company and Customer, or in the case of a divestiture, the divested entity.

15.3 **Audit.** During the Term and for one (1) year thereafter, Company may, no more than once per calendar year and upon at least thirty (30) days' written notice, verify Customer's compliance with the licence terms of this Agreement. Verification is carried out in the first instance through the licence and usage metrics available in the Products and through written confirmation from Customer, and only where those are insufficient through an on-site review during normal business hours by Company or an independent auditor bound by confidentiality. Customer shall provide reasonable cooperation and access to relevant records. If the verification reveals use exceeding the Number of Units or the licensed scope by more than five per cent (5 %), Customer shall pay the Fees for the excess use at Price List prices and reimburse Company's reasonable costs of the verification; otherwise Company bears its own costs.

15.4 **Notices.** All notices required under this Agreement must be in writing and delivered to the address last designated on the account for Customer, and the Company contracting entity as specified in the Agreement or Order. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Company must also be sent to legal@sensative.com, or other email addresses provided by Company. Company may provide Customer with non-legal notices through www.sensative.com, https://docs.ygg.io/ and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

15.5 **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. In the event of a conflict, the following order of precedence applies: (1) the Order, to the extent it expressly deviates from this EULA; (2) the DPA, as regards the processing of Personal Data; (3) this EULA; (4) the SLA; and (5) the Documentation. No terms or conditions in any Customer Purchase Order or other document submitted by Customer add to or modify the Agreement. Company may update this EULA, the SLA and the DPA by giving Customer at least ninety (90) days' written notice; updates take effect from the next renewal Term, except for changes required by Applicable Law or that are solely to Customer's benefit, which may take effect on the date stated in the notice. If an update materially reduces Customer's rights, Customer may terminate the affected Order with effect from the date the update takes effect by giving notice within the ninety (90) day period, in which case Company refunds prepaid Fees for the remaining Term.

15.6 **Relationship of the parties.** The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's affiliates may fulfil obligations under an Order and such activity is not considered to be a subcontracted responsibility.

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15.7 **Resellers.** Company Authorised Resellers and Distributors do not have the right to make modifications to this agreement or to make any additional representations, commitments, or warranties binding on Company.

15.8 **Waiver.** No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

15.9 **Force Majeure.** Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labour disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

15.10 **Governing law and venue.**
This Agreement and any non-contractual obligation arising out of or in connection with it shall exclusively be governed by, and construed in accordance with, the Laws of Sweden.

15.11 **Disputes.**
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 SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed SEK 2,000,000; otherwise the Arbitration Rules shall apply and the arbitral tribunal shall be composed of a sole arbitrator unless the Institute decides otherwise. The seat of arbitration shall be Malmö, Sweden, and the language of the proceedings shall be Swedish, or English if the Customer is not established in Sweden. The arbitration and all information disclosed in it are confidential.

15.12 **Severability.**
In the event that any term or provision of this Agreement is unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and the other terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.13 **Third party beneficiary.** Except as expressly stated, the Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party.

15.14 **Reference.** With Customer's prior consent, which shall not be unreasonably withheld, Company may name Customer as a reference customer and use Customer's name and logo in customer lists and marketing material, and the parties may agree on a joint reference case. Customer may withdraw its consent at any time with effect for future material.

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