Arkion Software as a Service ("SaaS") Terms and Conditions

These general terms and conditions for Arkion's software-a- a-service (the "Terms") form an integral part of the Parties' agreement, including, if relevant, the applicable Arkion Order Form(s) (the “Order Form”) and other applicable appendices, or master services agreements as the case may be, (collectively, the "Agreement") which together govern the Customer's use of Arkion’s SaaS service (the "SaaS Service").

In the event of a conflict between the negotiated terms of the Parties’ Agreement and these Terms, the negotiated elements of the Agreement shall prevail.

Last revised: 2025-11-06

1 Use of the SaaS Service

1.1 The Customer may access and use the SaaS Service during the Subscription Period in accordance with the Customer's Agreement with us. The SaaS Service is defined in the applicable service description. Arkion’s service level agreement "SLA" applies to the SaaS Service. Customer shall comply with the terms of this Agreement and all laws, ordinances and regulations applicable to Customer's use of the Service.

1.2 Arkion warrants that the SaaS Service will conform to the service specifications at the time of signing the Agreement and that it will not deviate in any material aspect during the Customer's Subscription Period.

1.3 The Customer shall not be entitled to duplicate, reproduce or otherwise copy the Software and/or the SaaS Service provided, or any other material such as manuals or the design of the SaaS Service. The SaaS Service may not be used to test its availability, performance and functionality or to develop competing services. Customer shall not use the Service for benchmarking purposes, competitive analysis, or to develop, support, or assist third parties in developing products or services competitive with Arkion's offerings without Arkion's prior written consent. Customer shall not use automated tools, scripts, or bots to scrape, extract, or collect data from the Service

2 Provision of the Service

2.1 Arkion undertakes to provide the SaaS Service in accordance with the Agreement and these Terms and Conditions in a professional manner, with the care that would be expected of a reputable provider in the industry.

2.2 Arkion reserves the right, by updating versions, to add to, remove or modify the Service, provided that such additions or modifications do not cause the Customer any serious inconvenience. The Customer therefore accepts that the Service may change from

time to time without prior notice to the Customer.

2.3 Arkion shall update and upgrade the SaaS Service and release new versions of the SaaS Service as Arkion deems appropriate to maintain the overall quality and functionality during Customer's contract period. Arkion shall provide at least 12 months advance notice if Arkion discontinues essential functionality of any service used by Customer, except where a 12-month notice period would:

a) pose a security or intellectual property problem; or

b) be economically or technically burdensome; or

c) cause Arkion to violate legal requirements.

2.4 Arkion may, although it would cause some inconvenience to the Customer, introduce updates to the Service to protect it and for other security reasons. If the Customer would not accept such significant changes, the Customer may terminate the Agreement in accordance with the termination provisions.

2.5 In order to use the SaaS Service, the Customer shall allow Arkion to store and retrieve session data on terminal equipment by means of cookies. The purpose of such data storage and retrieval is to enable the necessary login and logout processes used within the SaaS Service and to ensure that unauthorized persons cannot access the SaaS Service.

3 Support and Availability

3.1 Arkion shall provide the SaaS Service pursuant to Arkion's service level agreement "SLA", which is hereby incorporated into these Terms.

4 Security and Data Protection

4.1 Arkion will implement reasonable and appropriate measures to assist Customer in protecting Customer's Content from accidental or unlawful loss, access or disclosure.

4.2 Arkion's use of personal data regarding the Customer is limited to serving a customer success purpose only. For the purpose of providing the Customer with a single point of contact for general concerns, inquiry of contact and customer success issues, providing general troubleshooting and service requests, personal data such as the names and contact information of the Customers' contacts and administrators and users are processed. Arkion is the data controller for this purpose and the legal basis is the Customer’s contract with Arkion (art. 6.1(b) GDPR) and acting on the Customer’s requests and communications based on Arkion’s legitimate interest in providing the Customer with a great customer experience (art. 6.1(f) GDPR).

4.3 If Arkion in the future would process personal data under this Agreement on Customer’s behalf, Arkion shall observe applicable Data Protection Laws and the associated Arkion Data Processing Agreement (DPA) which is

incorporated into this Agreement.

5 Commitments of the Customer

5.1 The Customer warrants that the representative entering into the Agreement on behalf of the Customer has the necessary authority and powers to enter into a legally binding agreement with Arkion on behalf of the Customer.

5.2 Customer is solely responsible to Arkion for ensuring that information relating to Customer's use of the SaaS Service or a party for whom Customer is responsible and which has been transferred to or handled within the SaaS Service:

a) does not infringe the rights of third parties or otherwise violate applicable law;

b) is managed in compliance with applicable laws concerning national security, cyber security legislation and regulations and authority's decisions or judgements pertaining to the Customer's business. If the Customer regards any data or communications with Arkion and the SaaS Service as particularly confidential or restricted, the Customer must notify the Arkion representative in writing. Arkion shall have no liability to the Customer arising out of the Customer's failure to notify Arkion or to provide Arkion with instructions;

c) cannot be considered offensive, insulting and/or unethical;

d) may harm Arkion or any other party. The Customer is responsible for ensuring that all necessary permissions are in place for the receipt, distribution and/or storage of the information that the Customer processes using the SaaS Service;

e) Ensure that the Customer Data is in an agreed format, is not infected by viruses or anything else that may damage or adversely affect Arkion's systems or the SaaS Service and does not infringe the intellectual property rights of third parties; or

f) To assist Arkion to a reasonable extent and to take reasonable steps to enable Arkion to provide the Services. Login information and other instructions provided by Arkion shall be kept confidential by the Customer and its users. The Customer undertakes to notify Arkion immediately if the employment of a user authorised to administer company information has been terminated or if anyone else has or is suspected of having gained unauthorised access to login information or other instructions. Arkion reserves the right to within five (5) business days of written notice, disable user accounts that have not been used within the last three (3) months as well as immediately disabling user accounts where Arkion detects or has to reasonable grounds to assume unauthorised access.

5.3 The Customer and its users may not:

a) sublicense or resell the SaaS Service;

b) copy, decompile, attempt to determine the source code, methods, algorithms or procedures of the SaaS Service, or otherwise reproduce, modify, adapt or create new works or software based on the SaaS Service, except as required by mandatory law; or

c) attempt to circumvent license keys or other user restrictions of the Service, if any.

5.4 The Customer is responsible for ensuring that unauthorised parties cannot access passwords and comparable information by storing them securely.

6 Term and Termination

6.1 This Agreement commences on the date this Agreement is signed or accepted by both Parties and unless otherwise agreed, continues until the Customer's subscriptions hereunder have expired. The Customer's subscription to the SaaS Service is valid from the first day of the Subscription Period in the Order Form unless otherwise agreed by the Parties. Should the Customer's subscriptions not have an end date, then the Initial Term of this Agreement shall be one (1) year.

6.2 Except as otherwise specified in an Order Form or elsewhere in the Agreement, the Agreement will automatically renew for additional one (1) year terms, unless either Party gives the other Party written notice at least three (3) months before the end of the then current term.

6.3 Each Party may terminate this Agreement by giving written notice of termination to the other Party if:

a) The other Party has suspended payments, initiated composition proceedings, gone into liquidation, been declared bankrupt or shown other clear signs of insolvency; or

b) The other Party commits a material breach of this Agreement and that material breach is not remediable; or

c) The other Party commits a material breach of this Agreement and the breach is remediable, but the other Party fails to remedy the breach within the period of twenty (20) days following the giving of a written notice to the other Party requiring the breach to be remedied; or

d) Customer fails to pay undisputed fees on three (3) or more occasions within any twelve (12) month period, regardless of whether such late payments are subsequently cured.

6.4 Arkion does not offer refunds if the Customer decides to stop using the SaaS Service during the Subscription Period.

6.5 Upon termination or expiration of the Agreement, all rights and licenses granted under this Agreement shall immediately cease, all Confidential Information shall be destroyed, and Customer shall cease use of the SaaS Service and Services and remove all traces of the Software and SaaS Service from its systems and websites

and Customer shall make all payments owed by Customer to Arkion in full.

6.6 All sections of this Agreement, which by their nature should survive termination or expiration, will survive termination or expiration, including but not limited to, without limitation, Section 9 (Content), Section 10 (Usage Data and System Data), Section 11 (Marketing), Section 14 (Limitation of Liability and Compensation), Section 15 (Fees and Payment Terms), Section 18 (Confidentiality), Section 19 (Rules of Procedure), Section 20 (Applicable Law and Dispute Resolution), etc.

7 Customer's Rights to the Services

7.1 Subject to the terms of the Agreement, Arkion grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, terminable, worldwide right for its users to access and use the SaaS Service as made available to Customer.

7.2 Customer may not sublicense its rights under this Section 7 without the prior written consent of Arkion. Customer has no right to access code (e.g. object code and source code) of the SaaS Service software, either during or after the term of this Agreement.

7.3 Guarantee of completeness. Arkion warrants that the Customer will not be required to take out any additional license or pay any royalty to any third party in order for the Customer to use the Service in the manner and for the purposes intended.

7.4 All intellectual property rights in customizations (including documentation) shall be the exclusive property of Arkion.

7.5 In case of customization of appearance or user interface, the customer owns all rights to its own features, design, "look and feel" elements and content. When a customisation is delivered or made available to the Customer, the customisation forms part of the Service, and the Customer's right of use of the customisation is governed in accordance with this Section.

7.6 Arkion has the right to make customizations available to all of its customers and third parties. The right to make adaptations available does not extend to the customer's trademarks or Confidential Information.

8 Infringement of Intellectual Property Rights

8.1 Arkion agrees to indemnify Customer from claims that Customer's use of the SaaS Service in accordance with these Terms, in Sweden, infringes the intellectual property rights of third parties.

8.2 Arkion's liability under this paragraph is subject only to: (i) Customer promptly notifying Arkion of any claim made against Customer; (ii) Arkion being given sole discretion as to how the process is conducted; and (iii) Customer complying with Arkion's instructions and providing reasonable assistance to Arkion if requested by Arkion to do so.

8.3 If an infringement of a third party's intellectual property rights has occurred, Arkion shall, at its sole discretion, either: (i) ensure Customer's continued right to use the SaaS Service or; (ii) modify the SaaS Service to eliminate the risk of infringement or; (iii) replace the SaaS Service, or portions of the SaaS Service, with other equivalent services that do not constitute infringement; or (iv) terminate the SaaS Service and, after deducting, in Customer's reasonable favour, refund all unused fees paid without interest or liability to Customer.

8.4 This section constitutes Arkion's sole liability to Customer with respect to infringement of third-party intellectual property rights. Notwithstanding Section 14.3, Arkion's aggregate liability for all claims under this Section 8 shall not exceed 100% of the fees paid by Customer to Arkion in the twelve (12) month period immediately preceding the first claim."

9 Customer's Content

9.1 Customer owns and retains all intellectual property rights in the information Customer conveys through the SaaS Service and in the data created as an output of Customer's use of the SaaS Service ("Customer Content").

9.2 Arkion may not provide access to the Customer Content to anyone other than employees or subcontractors whose role requires such access. Access may only be granted in accordance with the terms of the parties' negotiated Agreement.

9.3 In the event that the Customer stores its data with Arkion, Arkion shall make backups of the Customer Content in accordance with the SLA.

9.4 Images and sensor data are stored and managed by default by the Customer. The Customer is solely responsible for the storage and backup of images and sensor data.

10 Usage Data and System Data

10.1 Right to Usage Data (defined below). Customer owns all customer-specific data identifying the Customer that the Customer generates while using the SaaS Services, such as maps, images, sensor data, aerial imagery including lidar data, report content and other content Customer provides to Arkion and other customer-specific usage data ("Usage Data").

10.2 Right to System Data (defined below). Arkion owns all rights to data about the operation and use of the SaaS Service, including but not limited to technical event data such as availability, response times, number of transactions and calls in the system, click data, visitor or session data ("System Data"), aggregated image analysis data, and also Usage Data in aggregated and anonymized form.

10.3 Arkion will protect and safeguard all customer-specific Usage Data and customer-specific System Data as they constitute Confidential Information which shall be treated in accordance with the

confidentiality provisions and which may not be disclosed to any third party (including any reports prepared for the Customer containing customer-specific Usage Data and System Data). Usage Data may also not be exported from the service to the Customer or to any other party.

10.4 The Customer acknowledges and agrees that Arkion's machine learning capabilities enable better and more accurate customer insights, such as, but not limited to, defects, classification of defects, etc. through the processing of Usage Data. By executing this Agreement and/or the applicable Order Form, Customer hereby grants Arkion and its affiliates a perpetual, irrevocable, fully paid, royalty-free, worldwide, non-exclusive, transferable licence (with right to sublicence) to use, reproduce, modify, create derivative works from, and otherwise exploit the Usage Data to: (i) conduct analyses and studies to improve the customer experience for users of the SaaS Service; (ii) develop, train, and improve machine learning models and artificial intelligence systems; (iii) gain insight into local needs and conditions and thereby further develop the SaaS Service and related products; and (iv) create and commercialise new products and services. This includes a copy of all lidar files as well as images of damages/abnormalities of the Customer's infrastructure, however anonymised as per Section 10.5 below. Customer represents and warrants that it has obtained all necessary rights and consents to grant this licence to Arkion

10.5 Arkion shall anonymize and store Usage Data by, among other things, removing links to GPS coordinates and other customer-specific information, in accordance with the guidelines and provisions of data protection laws to ensure that customer-specific Usage Data can be stored and used in the long term.

11 Marketing

11.1 If the Parties are to publish detailed information on the cooperation under the Agreement, the approval of both Parties is required. However, the Parties are entitled to use the Parties' name and company logo for the promotion of the Partners' cooperation in general terms, including publication on the Parties' customer list and website and social media channels, without obtaining further approvals.

12 Reporting

12.1 Customer understands that the SaaS Service may include audit reporting capabilities that may be used to generate and send to Arkion reports containing information about the use of the Services, including, without limitation, information about the number of reports generated by the SaaS Service and the number of users.

12.2 Arkion may cause the Services to use these reporting features periodically to obtain reports containing such usage

information to verify Customer's compliance with the terms of this Agreement. If the reports reveal any deviation from this Agreement that results in use of the Service for which Customer has not paid, Arkion shall notify Customer of such deviation. If such non-compliance requires additional amounts to be paid to Arkion for additional usage, Customer shall pay all amounts due within 15 days of receipt of an invoice from Arkion. If Customer fails to pay Arkion the additional amounts within such 15-day period, Arkion may (a) have the Services suspended until Customer its outstanding amounts are paid, or (b) exercise any other rights under the Agreement. If the reports reveal any other non-compliance with this Agreement, Arkion may use the remedies available under this Agreement.

13 Limited warranty, disclaimer and liability for defects

13.1 Unless otherwise stated in the SLA and in these Terms, Arkion does not warrant that the functions of the SaaS Service will meet Customer's expectations or requirements or that the operation of the SaaS Service will be uninterrupted or error-free. Any discrepancies against the SLA will be compensated through a system of service credits as set out in the SLA. Service credits shall not accumulate beyond a period of twelve (12) months, cannot be redeemed for cash, and shall not exceed 10% of the fees paid by Customer in any twelve (12) month period. Service credits must be requested within thirty (30) days of the SLA breach or shall be deemed waived.

13.2 Arkion is not responsible for problems in the interaction between the Services and software from a source other than Arkion. Customer's exclusive remedy under this Limited Warranty is Arkion's cure of the defects set forth in this section.

13.3 Except as set forth above, the SaaS Service is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title, and the entire risk as to the quality and performance of the SaaS Service rests with the Customer.

13.4 Liability for defects. Deviations or defects exist if the SaaS Service deviates significantly from the applicable service specifications.

13.5 Defects or deficiencies shall be remedied by Arkion if notified by the Customer. The notification shall contain detailed information on how the defect or deficiency has appeared. Arkion shall bear the costs of remedying the defect or deficiency with the following exceptions. Arkion shall not be liable for defects or deficiencies attributable to any use in violation of Arkion's instructions or the SaaS Service documentation, Modifications made by the Customer, Documents, data and other information belonging to the Customer,

and Software or other equipment not provided by Arkion.

13.6 Arkion is not responsible for the following actions of the drone operator or any other party, (i) the 2D and 3D data quality is inferior to what has been expressly agreed and (ii) Arkion's instructions on how to take the images are not followed.

14 Limitation of liability and compensation

14.1 In no event shall the Parties be liable for any lost profits or other indirect or consequential loss or damage, to the fullest extent permitted by applicable law. This also includes the Party's liability to third parties (such as the Customer's customers), even if the Party is informed that such damage may occur.

14.2 The parties are not responsible for events beyond their control ("Force Majeure"). Arkion shall have no liability in respect of any third-party products for which Arkion are not responsible for.

14.3 The aggregate liability of the Parties (including its subsidiaries) under this Agreement for all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, is limited to a maximum of the greater of: (i) 100% of the fees paid by the Customer to Arkion in the twelve (12) month period immediately preceding the first event giving rise to liability; or (ii) the total annual subscription value set forth in the applicable Order Form. This limitation applies in the aggregate to all claims and shall not be increased by the existence of more than one claim or incident. This limitation shall apply separately to claims under Section 8 (Infringement of Intellectual Property Rights), which are subject to the cap set forth in Section 8.4. .

14.4 Arkion may offer the SaaS Service on these terms and pricing as a result of this disclaimer.

14.5 A Party shall indemnify and hold harmless the injured Party from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and amounts reasonably paid for handling legal claims) incurred by or caused to the injured Party arising directly out of any breach by the Party of this Agreement.

14.6 Limitation Period. The Customer must bring any claim arising out of or in connection with the Agreement against us within six (6) months of the act or omission alleged to have caused the loss or damage in question. If the Customer does not bring such a claim within six months, it shall be deemed to have been waived and abandoned. The provisions of this section shall not be affected by the termination of the Agreement (whether or not pursuant to these terms), and the provisions of this section shall continue in full force and effect, notwithstanding any such termination.

15 Fees and payment terms

15.1 The Customer agrees to pay fees as agreed and shall follow Arkion's payment terms and instructions.

15.2 Unless otherwise specified in the Agreement, Customer hereby agrees that Arkion has the right to determine and charge fees from the date the Agreement is signed or accepted by both Parties, regardless of when the SaaS Service is actually in use. Fees shall be payable from the commencement date specified in the Order Form or, if no such date is specified, from the date the Agreement is signed or accepted, whichever is earlier. .

15.3 Unless the Parties have agreed otherwise, the Customer has the option to upgrade its subscription to the SaaS Service at any time during the subscription period. Downgrades to the subscription are only permitted at the commencement of each new 12-month period as specified in Section 15.4, and Customer must provide written notice of any requested downgrade at least three (3) months prior to the end of the then-current subscription term. If the Customer upgrades during a billing cycle, the fee for that billing cycle will be calculated based on the number of days in that billing cycle during which the Customer was at each of the lower tier and the higher tier (including any applicable higher tier surcharges). No pro-rata refunds or credits will be provided for downgrades, and Customer remains liable for all fees through the end of the then-current Subscription Period.

15.4 Except as otherwise specified in an Order Form or elsewhere in the Agreement, Arkion will invoice the Customer in advance the fees for the SaaS Services for the Initial Term within 30 days of the signing of the Agreement and upon renewal of the Agreement, Arkion will invoice the Customer in advance the fees for the SaaS Services for the forthcoming 12 months according to the agreed price for the SaaS Service.

15.5 The Customer will pay all undisputed charges within 30 days of the invoice date. Fees will be invoiced in the currency specified in the applicable invoice. If no currency is indicated on the invoice, SEK shall apply.

15.6 The Customer shall pay all taxes related to or arising from the Terms, including any value added taxes or, state or local taxes or tariffs (including any interest or penalties thereon) now in force or hereafter enacted, except those taxes attributable to Arkion and based on Arkion's income. Customer may not withhold or offset any fees paid under the Agreement.

15.7 Unless otherwise agreed, if the Customer is late with payments due for the SaaS Service, and Arkion has given 30 days' additional notice by written notice, Arkion may suspend the provision of the SaaS Service.

15.8 In the event of late payment, interest on arrears will be charged at the rate of twelve percent (12%) per annum or the maximum rate permitted by applicable law, whichever is lower and Arkion will also be entitled to compensation for the costs associated with the delay.

15.9 Unless otherwise stated in the Agreement, Arkion has the right to increase the fees in the Agreement on a yearly basis, at least twelve (12) months after the commencement of this Agreement. Such an increase shall not be less than two percent (2%) and shall not exceed the greater of: (i) eight percent (8%); or (ii) the Labour Cost Index for wage earners and salaried employees in the private sector (AKI) - Professional, Scientific and Technical Activities (code M) as published by the Swedish Statistics Bureau (SCB). Price increases shall apply to renewal terms and not mid-term. Notwithstanding the foregoing, Arkion may increase prices outside of this annual adjustment to reflect material increases in Arkion's costs, including but not limited to third-party licensing fees, cloud infrastructure costs, or regulatory compliance costs, upon ninety (90) days' written notice to Customer.. For Arkion to utilise this right, Arkion must inform the customer in with at least three (3) months' notice of the forthcoming increase in fees.

16 Force Majeure

16.1 If a Party is prevented from performing its obligations under the Agreement due to circumstances beyond its reasonable control ("Force Majeure"), neither Party shall be liable for any delay, failure to perform, service interruption, interruption, damage, malfunction or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the reasonable control of the Party including, but not limited to, lightning, labor dispute, fire, natural disaster, strikes, and the like, terrorism, as well as failure or delay in services of subcontractors including but not limited to third party hardware, software, data center collocation and cloud service providers, interruptions or delays in telecommunications including general internet, voice lines, data lines or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any act or omission of third parties.

17 Remedies for termination of service

17.1 Upon termination of the Agreement, the Customer's right to use Arkion's SaaS Service shall also cease. At the end of the termination period, the Customer shall immediately return/uninstall all software provided by Arkion and the Customer shall confirm in writing that this has been done.

17.2 If requested by Customer, Arkion may provide decommissioning assistance as an Additional Service, and

reasonably assist Customer in transferring Customer's Data from the SaaS Service to Customer or to another party specified by Customer. Payment to Arkion for such services shall be in accordance with Arkion's then-current price list. During the period in which Arkion provides such services, Customer shall be entitled, to the extent necessary for the transfer of Data by the aforementioned method, to use the SaaS Service in accordance with this Agreement, but without payment of any fee in excess of that payable for Arkion's services.

18 Confidentiality

18.1 Each Party undertakes not to disclose to any third party, without the consent of the other Party, during the term of this Agreement and for a period of three years thereafter, any information relating to the activities of the other Party which may constitute a trade secret or professional secret or information covered by the obligation of professional secrecy.

18.2 The supplier's pricing information and other information designated as confidential by the Party shall always be considered a business or professional secret, unless otherwise required by law. Confidentiality does not apply to information which the Party can demonstrate has become known to it otherwise than through the contract or which is generally known.

18.3 Confidentiality also does not apply when the Party is obliged by law, court/authority decision or binding stock exchange rules to disclose information. If the Party is obliged to disclose information in this way, the other Party shall be informed before such disclosure takes place.

19 Rules of procedure

19.1 Position of the parties. The parties are independent parties and this Agreement does not create any employment relationship between the parties. The parties are responsible for themselves and for their own taxes and fees.

19.2 The entire Agreement. The Agreement, together with any attachments, constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements between the Parties relating to the subject matter of this Agreement.

19.3 Assignment of the Agreement. The Customer may only transfer the Agreement after written approval by Arkion. Arkion is always entitled to assign claims against the Customer arising under the Agreement and to assign the Agreement in connection with outsourcing relating to the services covered by the Agreement, should Arkion be subject to acquisition or other reorganisation of Arkion's business. Arkion shall notify Customer of any planned or adopted changes as soon as commercially feasible.

19.4 Costs. The Parties shall bear their own costs in concluding this Agreement.

19.5 Changes. These terms and conditions apply until further notice and may change from time to time at Arkion's sole discretion. If such changes are materially detrimental to the Customer's interests, the Customer shall have the right to terminate the Agreement as of the date on which the change takes effect. Notice of such termination shall be given in writing no later than the date on which the amendment takes effect.

19.6 Smoothing. If any provision of this Agreement is invalidated by a court of competent jurisdiction, that provision shall be limited to the minimum necessary and the remaining provisions will remain in full force and effect.

19.7 Passivity. The failure of a Party to exercise any right under this Agreement or the failure of a Party to allege any matter shall not constitute a waiver of such right.

19.8 Message. Notices under this Agreement shall be in writing and shall be sent to Arkion by email or post.

19.9 Subcontractors. The Parties will remain responsible for all the acts or omissions of subcontractors as if they were the acts or omissions of that Party.

19.10 Signatures. Any electronic signature of the Parties Agreement shall be deemed legally binding.

20 Applicable law and dispute resolution

20.1 This Agreement shall be governed by Swedish law, without application of its conflict of law rules.

20.2 Disputes arising out of this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. Rules for Simplified Arbitration shall apply unless the Arbitration Institute, having regard to the difficulty of the case, the value of the subject matter of the dispute and other circumstances, decides that Arbitration Rules shall apply. In the latter case, SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators. The seat of the arbitration shall be Stockholm and the language of the proceedings shall be Swedish or English.

20.3 Notwithstanding the foregoing, Arkion reserves the right to bring an action in a court of law or in an enforcement agency with respect to overdue payments for contracted services.

21 Definitions

21.1 "Agreement" means the negotiated agreement setting out the identity of the Customer, services ordered, price, contract period, etc. (the "Main Document") and any subsequent duly executed amendments, together with any applicable annexes.

21.2 "Business Days" means 8:00 a.m. to 5:00 p.m., local time

(CET) every day except every Saturday, Sunday and any day that is a national legal holiday in Sweden or a day on which banking institutions in Sweden are required by law or other governmental measure to be closed.

21.3 "Customer" means the legal entity specified in the Contract.

21.4 "Customer Data" means the data that the Customer and their Users upload or contribute to the Service. It does not include any data from Arkion's other customers or their Users.

21.5 "Output" refers to the generated result indicating the status of the inventoried infrastructure with information on anomalies, errors, etc. of the Customer Data and associated metadata.

21.6 "Services" means the SaaS Service and associated services delivered by Arkion in this Agreement.

21.7 "Terms and Conditions" refers to these terms and conditions for the provision of the Service.

21.8 "Users" means the Users authorized by the Customer to use the Service under the Agreement.

21.9 "SaaS Service" means Arkion's Software and relevant documentation, such as but not limited to user manuals, technical documentation, etc. to which Customer subscribes.

21.10 'Confidential Information' means all non-public information disclosed by one Party to the other Party, whether 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 disclosure, including but not limited to business plans, technical data, customer lists, financial information, and the terms of this Agreement.

21.11 'Subscription Period' means the Initial Term and any renewal terms during which Customer has an active subscription to the SaaS Service.

© 2025 Arkion Solutions AB. All rights reserved.

Distribution and/or software for this document or parts thereof in any form is only permitted with written permission from Arkion Solutions AB. Technical data contained herein is provided for informational purposes only and is not legally binding. This agreement is subject to technical or other changes.