GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions of Sale and Delivery (the "**General Conditions**") govern the use of software products and services ("**Services**") and applies to all Products made available by **Q-MATIC AB**, 556212-7497, P.O. Box 198, 431 23 Mölndal, Sweden ("**Qmatic**") to an end client ("**Client**"). The Client accesses the Services through an authorised Qmatic distributor or reseller ("**Distributor**") under a separate agreement between the Client and the Distributor. The Distributor is not Qmatic's agent and has no authority to make representations or incur obligations on Qmatic's behalf, or to alter, amend, or waive any provision of these General Conditions.

The General Conditions form part of the overall contractual framework between the Client and Qmatic (the "**Agreement**"). By accessing or using the Services, the Client accepts these General Conditions in full. Clients are responsible for ensuring that their End Users are aware of, and comply with, the End User provisions set out in Clause 4.

1 Definitions

In these General Conditions, the following terms shall have the following meaning.

"**Client**" means the customer that has contracted with a Distributor to obtain access to the Services.

"**Distributor**" means a company authorised by Qmatic to market, sell, and support the Services in a particular territory under a separate distribution agreement with Qmatic.

"**Documentation**" means, if applicable, electronic or physical end-user manuals, installation guides, and technical documentation made available by Qmatic in connection with the Services. The Documentation shall be in English unless explicitly stated otherwise.

"**End-User**" means the individual customers of the Client who interact directly with a component of the Services.

"**License Certificate**" means the certificate issued by Qmatic confirming the grant of a license, identifying the Software licensed, the licensee, the License Type and the General Conditions governing the Client's use.

"**License Type**" means either a Perpetual License or a Subscription License.

"**On-Premises Software**" means Software delivered for installation on the Client's own servers or infrastructure.

"**Party**" means Qmatic or the Client and "**Parties**" means Qmatic and the Client together.

"**Perpetual License**" means a non-expiring right to access and use specified On-Premises Software.

"**Products**" means any Services or Software made available for Distributor's resale by Qmatic under Qmatic's trademarks.

"**SaaS Software**" means Software made available to the Client over the internet as a cloud-hosted service.

"**Services**" means the entirety of the services made available by Qmatic to the Distributor.

"**Software**" means specifically a Product consisting of a set of machine-readable

instructions, including SaaS Software and On-Premises Software, licensed by Qmatic.

"**Subscription License**" a license granting access to specified SaaS Software.

"**Users**" means the Client's employees, contractors, and other individuals authorised by the Client to access and use the Services on the Client's behalf.

2 License Grant

2.1 Subject to these General Conditions, Qmatic grants the Client a non-exclusive, non-transferable, non-sublicensable license of the License Type specified in License Certificate to access and use the Services solely for the Client's own internal business purposes.

2.2 On-Premises Software (Perpetual License). Where the License Type is a Perpetual License, the Client receives a non-expiring right to use the specified On-Premises Software on its own infrastructure. Qmatic shall provide an installation package and a License Certificate. The Distributor is responsible for installation, configuration, and ongoing operation of the On-Premises Software on its own equipment.

2.3 SaaS Software (Subscription License). Where the License Type is a Subscription License, Qmatic shall make the SaaS Software available to the Client via the internet while the Subscription License is in force. The Client's Data (as defined below) processed through the SaaS Software is subject to the applicable data processing agreement between Qmatic and the Distributor.

2.4 The Client acquires no ownership of any kind in the Software or Documentation. Qmatic retains all title, intellectual property rights, and other rights and interests in the Software and Documentation, including any modifications, enhancements, or derivative works.

2.5 The Client is responsible for all use of the Services by its Users and, where applicable, its End Users.

2.6 The Client may make backup copies of On-Premises Software in machine-executable form solely for disaster recovery purposes. Each copy must bear the same proprietary notices as the original and must be stored securely. No backup copies are required or permitted for SaaS Software.

2.7 The Client retains ownership of all data it submits to or generates through the Services (the "**Client Data**"). Qmatic will use Client Data only as necessary to provide the Services, or as required to clarify misuse, investigate suspected infringements, or respond to requests from public authorities. Qmatic will not use personal data or non-anonymized Client Data for any other purpose. Notwithstanding the foregoing, Qmatic may derive Anonymized Data from the Services and may retain and use Anonymized Data for any lawful purpose, including service improvement, product development, operational benchmarking, and the training or improvement of artificial intelligence and machine learning models. "Anonymized Data" means data derived from Client Data that has been irreversibly anonymized such that no individual is or is likely to be identifiable by any means reasonably available to Qmatic or any third party.

3 Restrictions

3.1 The Client shall not, and shall ensure that its Users do not:

(a) copy, reproduce, or create derivative works of the Services or Documentation;

(b) reverse engineer, decompile, or disassemble any component of the Services;

(c) sublicense, resell, rent, lease, or transfer the Services or any rights therein to any third party without Qmatic's prior written consent;

(d) remove, alter, or obscure any proprietary notices, labels, or markings on the Services;

(e) use the Services for any unlawful purpose or in violation of any applicable law or regulation; or

(f) use the Services in a manner that damages, disables, or impairs Qmatic's systems or interferes with other clients' use of the Services.

3.2 The Client shall take all reasonable steps to protect the Software and Documentation from unauthorised access, copying, or use, and shall promptly notify Qmatic of any suspected security breach.

3.3 The Client shall not use the Services to process data on behalf of third parties (other than End Users in the ordinary course of the Client's business) without Qmatic's prior written consent.

3.4 The Client shall not export, re-export, transfer, or provide access to the Services, or any direct product thereof, in violation of any applicable export control laws or regulations, including those of the European Union, the United States (including the Export Administration Regulations), and any other applicable jurisdiction. The Client shall not use the Services in or for the benefit of any country, territory, or person subject to applicable trade sanctions or embargoes. The Client represents that it is not itself subject to, nor owned or controlled by a person subject to, any such sanctions.

4 End-Users

4.1 This clause applies where the Client makes any component of the Services directly accessible to End Users.

4.2 The Client is solely responsible for the deployment and operation of the Services in its End Users' context. Qmatic has no direct contractual relationship with End Users. The Client shall obtain all consents required by applicable privacy and data protection laws from End Users and shall be solely responsible for End User compliance with these General Conditions. End Users may use the specific interface component of the Services made available to them by the Client solely for the purpose for which it is presented.

4.3 End Users may not:

(a) attempt to access any part of the Services beyond the interface presented to them;

(b) use automated tools, bots, or scripts to interact with the Services;

(c) probe, scan, or test the security or vulnerability of the Services or any related systems;

(d) copy, reverse engineer, modify, or remove proprietary notices from any part of the Services;

(e) use the Services for any unlawful purpose or in violation of applicable law; or

(f) interfere with the integrity or performance of the Services.

4.4 Certain components of the Services incorporate artificial intelligence or automated decision-making features. Where End Users interact with an AI-enabled feature (such as

an AI chat assistant or automated service routing), the Client is required to inform End Users of this at the point of interaction, in compliance with Article 50 of Regulation (EU) 2024/1689 (i.e., the EU AI Act) and any other applicable law. AI-generated outputs are provided for convenience only and do not constitute professional advice. Qmatic is not responsible for the Client's compliance with its disclosure obligations.

4.5 Personal data submitted by an End User through the Services is processed by the Client as data controller and, where applicable, by Qmatic as sub-processor, in accordance with the applicable data processing agreement. End Users should refer to the Client's privacy notice for information on how their personal data is collected, used, and retained. Qmatic will not use End User personal data for any purpose other than operating the Services on behalf of the Client.

4.6 By accessing or using any component of the Services, End Users agree to be bound by these General Conditions.

5 Intellectual Property

5.1 The Client shall not use any of Qmatic's trademarks, trade names, logos, service marks, or other brand identifiers (the "**Qmatic Marks**") without Qmatic's prior written consent in each instance. Any goodwill arising from a permitted use of the Qmatic Marks inures solely to the benefit of Qmatic. The Client shall not register, or attempt to register, any Qmatic Mark or any mark confusingly similar to a Qmatic Mark in any jurisdiction.

5.2 Qmatic may reference the Client's name and logo as a customer in Qmatic's marketing materials.

5.3 All intellectual property rights in the Software, Documentation, and Services, including without limitation patents, copyrights, trademarks, trade secrets, and database rights, are and remain the exclusive property of Qmatic or its licensors. No rights are granted to the Client except as expressly set out in these General Conditions. All rights not expressly granted are reserved by Qmatic.

5.4 If the Client provides Qmatic with any suggestions, ideas, enhancement requests, or other feedback relating to the Services ("**Feedback**"), the Client hereby assigns to Qmatic all right, title, and interest in and to such Feedback. Qmatic may use Feedback for any purpose without restriction or compensation to the Client.

5.5 Qmatic shall defend and hold harmless the Client against any third-party claim that the Client's authorised use of the Software infringes any patent or copyright, provided that Qmatic is given prompt written notice, reasonable assistance, and sole control of the defence or settlement of such claim. The Client may not settle or compromise any such claim without Qmatic's prior written consent.

5.6 The Client shall promptly notify Qmatic in writing upon becoming aware of any actual or suspected unauthorised use or infringement of Qmatic's intellectual property rights. The Client shall provide Qmatic with reasonable assistance in connection with any action Qmatic takes in response to such notification. If the Software becomes, or in Qmatic's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, Qmatic shall, at its option and expense: (i) obtain the right for the Client to continue using the Software; (ii) modify or replace the Software so it becomes non-infringing; or (iii) terminate the affected License, in which case the Client's sole remedy shall be a refund of the License fee paid for the infringing component.

5.7 Qmatic has no obligation to defend the Client from any alleged infringement that arises from: (i) use of the Software in combination with third-party products not approved by

Qmatic; (ii) modifications to the Software not authorised by Qmatic; (iii) use of the Software other than as permitted by these General Conditions; or (iv) use of a superseded version of the Software where a current version would have avoided the infringement.

5.8 The Client shall defend and hold harmless Qmatic from any loss, liability, or expense (including reasonable legal fees) arising from the Client's failure to use the Services in compliance with these General Conditions.

6 Warranties

6.1 The Services are provided "as is" and "as available." Qmatic makes no warranty, express or implied, as to the accuracy, completeness, availability, or fitness of the Services for any particular purpose. Qmatic shall have no responsibility for errors in the Software caused by: (i) modifications not authorised by Qmatic; (ii) third-party software or hardware; or (iii) use of the Software in combination with equipment or software not approved by Qmatic. Qmatic does not warrant that the Services will meet the Client's requirements or that operation will be uninterrupted or error-free. The Client is solely responsible for determining whether the Services are fit for the Client's intended purpose.

7 Limitation of Liability

7.1 To the maximum extent permitted by applicable law, Qmatic's aggregate liability to the Client arising out of or in connection with these General Conditions or the use of the Services, whether in contract, tort (including negligence), warranty, or otherwise, shall not exceed EUR 750 (or USD $1,000 for Clients whose principal place of business is in the United States of America). In no event shall Qmatic be liable for any indirect, incidental, special, or consequential damages, including loss of data, loss of business opportunity, or loss of profit, even if Qmatic has been advised of the possibility of such damages. Qmatic shall have no direct liability to End Users arising from their use of the Services. End Users' recourse in respect of any issue with the Services is against the Client. Nothing in these General Conditions limits liability that cannot be excluded under applicable law.

8 Termination

8.1 If either Party materially breaches these General Conditions and fails to remedy that breach within thirty (30) days of written notice, the non-defaulting Party may terminate these General Conditions and the License immediately upon further written notice. Notwithstanding the foregoing, if the breach is in connection with non-compliance with a law or regulation, Qmatic may immediately, without liability, interrupt or suspend the Services as necessary to avoid a violation of law or regulation, to prevent a service interruption by an Internet service provider or other network services provider, or to protect the integrity of Qmatic' network or the security of the Services.

8.2 In the event of a failure by the Distributor to comply with any material obligation under its separate agreement with Qmatic, including but not limited to payment for the Products and Services (which for certainty, includes the Licenses), and such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof, Qmatic may, in addition to any other rights available to it, terminate the Services and/or License granted hereunder immediately upon written notice to the defaulting Distributor.

8.3 Qmatic may terminate the License and/or the Services granted hereunder immediately upon written notice to the Distributor, if Qmatic becomes aware that the Licensee becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event

that any of the above events occurs, the Licensee shall immediately notify the Distributor and Qmatic of its occurrence.

8.4 Upon termination of the License for any reason, the Client shall immediately: (i) discontinue all use of the Services; (ii) destroy and delete all copies of On-Premises Software and Documentation in its possession; and (iii) upon Qmatic's request, certify in writing that it has done so.

8.5 Clauses 4 (End Users), 5 (Intellectual Property), 7 (Limitation of Liability), 9 (Confidentiality), and 12 (Applicable Law and Dispute Resolution) survive termination.

9 Confidentiality

9.1 The Client acknowledges that the Software and Documentation contain Qmatic's proprietary and confidential information, including its architecture, methods of operation, processes, know-how, sub-systems and modules, all of which embody valuable trade secrets of Qmatic. The Client shall hold all such information in strict confidence, shall not disclose it to any third party without Qmatic's prior written consent, and shall use it solely to exercise the rights expressly granted under these General Conditions. This obligation shall survive termination of these General Conditions.

10 Force majeure

10.1 Circumstances beyond the reasonable control of a Party that prevent or materially impede performance of an obligation under these Terms, and that could not have been foreseen or avoided by the affected Party, constitute force majeure. Such circumstances include, without limitation: industrial disputes (including strikes), fire, war, civil unrest, government action, currency restrictions, epidemics or pandemics, shortages of essential materials, and failures of third-party telecommunications or internet infrastructure.

10.2 The Party wishing to claim relief under this clause shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance, specifying its nature and likely duration. If force majeure prevents performance for more than three (3) consecutive months, either Party may terminate the Agreement by written notice, without further liability to the other Party.

11 Miscellaneous

11.1 The Client is not entitled to make any representation or warranty on behalf of Qmatic regarding the performance or properties of the Services. The Client shall indemnify and hold Qmatic harmless against any loss or liability resulting from a breach of this obligation.

11.2 No delay, failure, or omission by either Party in enforcing any right, claim, or remedy under these General Conditions shall constitute a waiver thereof, unless expressly waived in writing.

11.3 If any provision of these General Conditions is held to be void, invalid, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall seek to amend the invalid provision to give effect, so far as possible, to the original intent.

11.4 These General Conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. The Client may not assign any of its rights or obligations under these General Conditions without Qmatic's prior written consent. Qmatic may, without consent, assign its rights to any entity that directly or indirectly controls, is controlled by, or is under common control with Qmatic.

11.5 These General Conditions constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior arrangements or understandings relating to the same subject matter.

11.6 Qmatic may update these General Conditions from time to time. Qmatic will provide at least thirty (30) days' prior written notice of any material changes to the Distributor, by email, or by such other means as Qmatic reasonably determines. The Client's continued use of the Services after the effective date of the updated General Conditions constitutes acceptance of those General Conditions, notwithstanding any such notice is not provided by the Distributor to the Client. If the Client does not agree to updated General Conditions, the Client must cease using the Services before the effective date.

11.7 Any notice required or permitted under these General Conditions shall be in writing. Notices to Qmatic shall be sent to the address published on Qmatic's official website or as notified by Qmatic in writing from time to time

12 Applicable Law and Dispute Resolution

12.1 These General Conditions shall be interpreted and construed in accordance with the laws of Sweden. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.2 Any dispute in connection with these General Conditions shall be finally settled by arbitration, in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, any dispute regarding payment may, at Qmatic's election, be referred to the courts of Sweden.

12.3 Notwithstanding Clause 12.2, either Party may apply to any court of competent jurisdiction for interim or injunctive relief to prevent irreparable harm, pending the constitution of an arbitral tribunal or the resolution of a dispute by arbitration.