

General Terms and Conditions

1. Introduction and Scope

1.1 These General Terms and Conditions form an integral part of the Agreement and apply to all Services provided by Avoki to the Customer.

2. Order of Priority

2.1 The contractual documents are intended to complement each other, and any conflict not expressly agreed upon in the Main Agreement is unintentional. If and to the extent a conflict between different documents in the Agreement arises, they shall apply in the following order:

- 1) Data Processing Agreement (if applicable)
- 2) Main Agreement
- 3) Additional Terms (if applicable)
- 4) Avoki's General Terms and Conditions
- 5) Specification and Price List
- 6) Any other contractual documents (if applicable)

3. Avoki's Commitment

3.1 Avoki shall provide the agreed Services according to the terms of the Agreement. The scope of the Services is outlined in the Agreement.

3.2 Avoki shall perform its commitments with appropriate, qualified, and competent employees. The commitments shall be carried out professionally. Unless otherwise specified in the Agreement, the Services shall be performed according to the methods and standards normally applied by Avoki.

3.3 Avoki shall implement technical security measures for the Services as outlined in the Agreement and which at all times at least correspond to good industry practice for each Service. See section 13 below.

3.4 Avoki may engage subcontractors to fulfill the Services and other commitments under the Agreement. Avoki is responsible for the subcontractor's work as if the work were performed by Avoki itself.

4. Customer's Commitment

4.1 To enable Avoki to fulfill its commitments under the Agreement, the Customer shall:

- (a) Provide Avoki access to the premises, equipment, software, information, and documentation at the Customer's site necessary for Avoki to carry out its commitments under the Agreement.
- (b) Provide accurate and necessary information about the conditions and circumstances at the Customer's site.
- (c) Be responsible for any faults or deficiencies in the Customer's Equipment or Software, unless Avoki has expressly undertaken responsibility for the fault in such equipment or software according to the Agreement.
- (d) Perform its commitments with qualified and competent employees and sufficient resources, and otherwise perform the commitments related to the Services as specified in the Agreement.
- (e) Ensure that the Customer possesses all necessary Customer Software (and associated licenses) and all necessary equipment required to utilize the Services for the intended purpose.

4.2 Unless otherwise specified in the Agreement, the Customer shall be responsible for the control and authorization administration of all users of the Customer's Software and Data, except for Avoki's employees who need access to these for the performance of the Services.

4.3 The Customer undertakes not to use the Services (or any part thereof) in an unauthorized manner, such as (but not limited to):

- (a) Use in violation of applicable law, regulation, or directives

- (b) Dissemination of information deemed illegal or disclosed for the purpose of committing illegal acts,
- (c) Marketing through spam or mass email distribution,
- (d) Illegal or unauthorized disclosure of personal data,
- (e) Illegal file sharing, and/or,
- (f) In violation of Avoki's documentation or in any way that poses security risks or other negative impacts on Avoki, Avoki's Software, and/or Avoki's other customers.

4.4 Avoki may suspend or restrict the Customer's access to the Services (in whole or in part) with immediate effect if:

- (a) The Customer acts in violation of section 4.3 or this Agreement in general,
- (b) Avoki deems such action necessary to prevent a security risk or vulnerability for Avoki or Avoki's other customers,
- (c) The Customer fails to disconnect equipment causing disturbances in Avoki's network or otherwise causes inconvenience for Avoki or Avoki's other customers, and/or,
- (d) In the event of delayed payment in accordance with section 12.8.

4.5 Suspension according to section 4.4 does not relieve the Customer from payment obligations during the ongoing suspension. Avoki has the right to charge a reasonable fee for reactivating the suspended Service for the Customer.

5. Error Reporting and Support

5.1 The Services include support to the extent specified in the Agreement. The Customer shall report errors in the manner communicated by Avoki.

5.2 Avoki offers agreed service levels and a helpdesk function according to specific Additional Terms.

5.3 If there are errors in the Services for which Avoki is responsible, Avoki shall remedy the error with the urgency required by the circumstances if possible. If the Customer has not been able to use the Services significantly due to an error for which Avoki is responsible, the Customer is entitled to a reasonable reduction of applicable fees for the period from error report and during the time the deficiency exists.

5.4 The Parties shall appoint a contact person responsible for the Parties' cooperation under the Agreement. The other Party shall be notified of the choice of contact person. The contact person has the right to represent their principal in matters concerning the execution of the Services. Other contact points and cooperation bodies and their composition and tasks shall be outlined in the Agreement.

6. Equipment and Software Licenses, etc.

6.1 The Agreement may include the provision of Equipment or Software Licenses, and/or the provision of Avoki's Software, to the Customer. Equipment and Software Licenses may be provided through distribution/mediation by Avoki or rental from Avoki, alternatively via leasing, rental, or other external financing from Financing Companies (see section 7 below). The provisions of section 6 applies regardless of the distribution form unless otherwise stated. For the use of Avoki's Software, section 17.2 below applies.

6.2 For Software Licenses mediated via Avoki, the following applies unless otherwise stated in the Agreement:

- (a) Avoki acts as a mediator and assumes no responsibility for the functionality, performance, or availability of the software covered;
- (b) Software licenses are delivered through the provision of a license key, unlock code, download link, or otherwise as directed by Avoki;

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- (c) The software is licensed exclusively according to applicable Product Terms, including any warranties;
- (d) If the Customer, as part of the Services, instructs Avoki to install software under a Software License on behalf of the Customer, the Customer grants Avoki the right to accept applicable Product Terms on behalf of the Customer;
- (e) The Customer has a direct contractual relationship with the product supplier/licensee regarding the use of the software;
- (f) The Customer shall indemnify Avoki from all liability and costs, expenses, damages, and losses incurred by Avoki due to the Customer's breach of any Product Terms; and
- (g) Unless otherwise expressly agreed, all Software Licenses are subscribed on a twelve (12) month basis and automatically renewed for a new 12-month period unless the Customer notifies Avoki in writing in advance that a specific license should not be renewed; and

6.3 For the delivery of Equipment, the following applies unless otherwise stated in the Agreement:

- (a) Delivery terms for Equipment are DAP (Incoterms® 2020) to the location specified in the Agreement or otherwise agreed between the Parties
- (b) The Customer shall immediately upon delivery inspect the delivered Equipment for visible damage or deficiencies and report any such damage or deficiency to Avoki without undue delay. The Customer shall also immediately inform the carrier upon delivery if there is any damage to the packaging and follow the carrier's instructions on how such complaints should be handled. If the Customer fails to report damage or deficiencies in delivered Equipment without undue delay from delivery (and in any case no later than 30 days from the time such damage or deficiency was discovered or should have been discovered), the Customer shall be deemed to have accepted the Equipment and thereby forfeits the right to claim remedies for damage, deficiencies, and other faults in delivered Equipment.
- (c) Unless otherwise agreed, the risk of loss shall pass to the Customer upon delivery in accordance with section 6.3(a) above. All Equipment remains the property of Avoki (or the Product Supplier/Financing Company, as applicable) until full payment has been made by the Customer. The Customer shall exercise care for the Equipment and retain all original packaging and manuals until full payment has been made.
- (d) The Customer may not incorporate Equipment into other fixed or movable property, upgrade or otherwise modify the Equipment, pledge, transfer, sell, or otherwise dispose of the Equipment before it is fully and finally paid and has passed into the Customer's ownership.

6.4 It is the Customer's responsibility to handle and use Equipment and Software Licenses in accordance with the regulations and instructions from Avoki, the Product Supplier, and/or Financing Company. The Customer shall not, without Avoki's prior written consent, undertake or engage anyone other than Avoki for maintenance, service, modifications, or other interventions in Equipment and/or software covered by the Agreement.

6.5 Avoki provides no warranty or representation regarding Equipment or Software Licenses, whether regarding quality, suitability for intended use, or otherwise. However, the Product Supplier may provide warranties, which in such cases are outlined in the supplier's warranty and support terms, in applicable Product Terms. Avoki may assist the Customer in administering any warranty claims in accordance with applicable Product Terms upon request. In the event of return or cancellation of the agreement, the Customer is only entitled to a refund from Avoki if and to the extent that the Product Supplier (and/or, if applicable, its local

distributor) approves the refund. Avoki's liability for faults or deficiencies in Equipment and Software Licenses is exhaustively regulated in this section unless otherwise stated in the Agreement.

6.6 If and to the extent the Customer rents Equipment from Avoki (without external financing), the hardware remains the property of Avoki throughout the rental period. Rented equipment shall be returned to Avoki at the Customer's expense without delay at the end of the agreement period. If the Customer fails to do so despite a request, Avoki has the right to compensation for the time the delay persists, as well as the right to compensation for all costs and damages caused by the delay.

6.7 Regarding rented or leased Equipment in the customer's possession, the Customer has a general duty of care and shall compensate the owner (Avoki, Product Supplier, or Financing Company, as applicable) for all damages incurred while the Customer has the Equipment in their possession. Unless otherwise specified in the Agreement, the Customer is always responsible for ensuring that Equipment in the Customer's possession is covered by appropriate insurance.

6.8 The Services include on-site service at the Customer's location to the extent specified in the Agreement. Avoki's service commitment refers to the location where the Equipment is located at the time of signing the Agreement. If the Customer intends to move the Equipment or make any other changes, the Customer shall notify Avoki in writing well in advance, specifying the proposed action. If the change results in increased costs for Avoki, Avoki has the right to compensation and adjustment of the Service and applicable terms to the extent the change affects Avoki's costs and/or ability to perform the Service. The Customer is responsible for all costs associated with relocations.

7. External financing

7.1 If applicable, the Customer may use a Financing Company designated by Avoki to finance the purchase/rental/leasing of Equipment or Software Licenses. Under such circumstances, the Financing Company acquires the products covered by the Agreement from Avoki and sells/rents/leases them to the Customer.

7.2 When a Financing Company is used, the Customer enters into a Financing Agreement with the Financing Company on the terms specified in such agreement, including the Financing Company's applicable general terms. The Customer's relationship with the Financing Company is exhaustively and solely regulated by the Financing Agreement.

7.3 The Financing Agreement pertains only to the Customer's purchase/rental of the object covered by the Financing Agreement unless otherwise expressly stated in the Agreement. The Financing Agreement shall not affect Avoki's right to compensation for Services related to the object (e.g., commissioning, installation, or service/support). Similarly, the Agreement between the Customer and Avoki is independent of the Financing Agreement. Termination of the Financing Agreement, regardless of the reason, does not affect the validity or duration of the Agreement.

7.4 If a Financing Agreement between the Customer and the Financing Company does not materialize (regardless of the reason) or only pertains to part of the Equipment or Software Licenses, Avoki reserves the right to demand payment for Equipment and Software Licenses, including by offering financing for such Equipment and Software Licenses itself. However, Avoki is not obligated to offer the Customer the opportunity to purchase/rent (or offer the Customer financing of) either Equipment or Software Licenses.

8. Delivery

8.1 Unless otherwise expressly stated in the Agreement, any specified delivery dates for delivery or installation/commissioning of Equipment, or other start dates for the Services, are only preliminary estimates.

8.2 Avoki is not responsible for delays caused by a Product Supplier or events or circumstances for which the Customer or third party is responsible.

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8.3 In the event of significant delivery delay of Equipment, the Customer may terminate the part of the Agreement related to the delayed delivery, provided that (i) the delay is caused by Avoki due to circumstances within Avoki's control and (ii) Avoki can cancel its purchase order on the same terms with the Product Supplier (and/or, if applicable, its local distributor).

8.4 Avoki's liability for delays is exhaustively regulated by section 8.

8.5 Installation and commissioning are performed on an ongoing basis according to the price list applicable at the time unless otherwise stated in the Agreement.

8.6 If the delivery is cancelled or rescheduled by the Customer, Avoki is entitled to charge for costs already incurred, including, but not limited to, purchased or specially ordered materials, labor time for planning and preparations, as well as booked resources (personnel, vehicles, subcontractors).

8.7 Avoki is entitled to charge the Customer for cancelled or rescheduled deliveries as follows:

- (a) In the event of cancellation or rescheduling later than 7 business days prior to the installation date, 50% of the scheduled installation time will be charged.
- (b) In the event of cancellation on the same day or failure to attend, 100% of the scheduled installation time will be charged.

9. Consulting Services

9.1 Consulting Services can be requested from Avoki at the prices and terms specified in the Agreement. Avoki has the right to replace the consulting resource with another equivalent consulting resource, provided Avoki notifies the Customer in advance of such replacement.

9.2 For Consulting Services performed on an ongoing basis, Avoki shall specify the time spent divided by each consulting resource in Avoki's invoice.

9.3 The Customer has the right to cancel unperformed Consulting Services with thirty (30) days' notice. Avoki is entitled to compensation for work performed and substantiated necessary costs, as well as compensation for allocated resources during the notice period.

10. Documentation

10.1 Avoki shall provide the documentation specified in the Agreement. Unless otherwise agreed, such documentation shall be prepared in Swedish or English and made available to the Customer without delay.

11. Changes

11.1 If the Customer wishes to change the nature, scope, or content of a specific Service during the agreement period, such request shall be made in writing to Avoki. Avoki shall, within a reasonable time, provide information on how the change affects the Services regarding price, service levels, and any other quality impact. For the change to take effect, it shall be documented in writing and signed by both Parties.

11.2 Avoki has the right to freely (i) change, update, or upgrade Avoki's Software or equipment, (ii) change the location within the EU/EEA from which the Services are provided, and/or (iii) change applicable processes and routines for providing the Services. This applies only if such change is not to the significant and lasting disadvantage of the Customer. If Avoki replaces Avoki's Software or introduces a new release or version of Avoki's Software, the Customer is always responsible for necessary updates or changes in the Customer's Software as a result.

11.3 Changes in the number of licensees or users of Software Licenses, Avoki's Software, or other Services can be made by the Customer through written notification to Avoki's contact person or a specific interface communicated by Avoki from time to time. An increase in the number

of licensees/users is binding for the Customer and does not require a written agreement according to section **Error! Reference source not found.** above. However, if the Customer wishes to reduce the number of licensees/users, a written agreement is required for such change to apply. The Customer confirms and accepts that the number of users shall under no circumstances be less than, i.e., Avoki shall at a minimum always have the right to invoice the Customer for, the number of users specified in the Agreement.

11.4 Avoki has the right to change these General Terms and any Additional Terms through written notice to the Customer. Other contractual documents can only be changed through written agreement between the parties. If Avoki's change of General Terms and Conditions and any Additional Terms results in a significant disadvantage for the Customer, the Customer shall notify their position in writing within three (3) weeks from receiving the amended terms. If Avoki does not agree to waive the current term change, the Customer has the right to terminate the Agreement with three (3) months' notice, during which the previous terms shall apply. To clarify, terms for price adjustment are regulated in section 12.4 below.

12. Payment terms

12.1 Applicable prices and fees are specified in the Agreement. All amounts are stated in SEK excluding VAT. Unless otherwise agreed, Avoki shall invoice the Customer for the Services monthly in advance. Ongoing Consulting Services and additional work are invoiced continuously in arrears.

12.2 Payment shall be made by the Customer no later than thirty (30) days after the invoice date.

12.3 For additional work not included in the Services, compensation is provided according to Avoki's current price list at the time of the work's execution.

12.4 For work outside normal office hours (weekdays excl. holidays 8:00-17:00 CET), Avoki is entitled to overtime compensation as follows:

- (a) Weekdays (excl. holidays) 17:00-20:00 and 06:00-08:00: 150% hourly rate
- (b) Weekdays (excl. holidays) 20:00-06:00 and weekends/holidays: 200% hourly rate.

12.5 Avoki is entitled to compensation for travel, travel time, and accommodation according to Avoki's procedures, unless otherwise agreed in the Agreement.

12.6 Unless otherwise specifically agreed, Avoki has the right to annually adjust applicable prices and fees through written notice to the Customer. Such change may not take effect earlier than thirty (30) days after such notice is sent. Avoki also always has the right to adjust prices for Equipment and Software Licenses to the extent and with the application of the time limit notified by the relevant supplier/licensee to Avoki. Price adjustment shall be reasonable based on Avoki's actual costs and market margin. If Avoki's change of fees results in a significant cost increase for the Customer, and Avoki cannot demonstrate that such change is due to an actual cost increase for Avoki or market changes affecting the Services, the Customer has the right to terminate the Agreement with three (3) months' notice, during which the previous fee shall apply.

12.7 In case of delayed or insufficient payment from the Customer, Avoki is entitled to interest and fees according to law.

12.8 If full payment is not received within twenty (20) days from Avoki's written payment reminder, Avoki has the right to: (i) immediately suspend the provision of Services, and/or (ii) terminate the Agreement with immediate effect according to section 19.2 below. The penalties that Avoki is entitled to under this section apply without limitation of Avoki's right to assert other penalties according to law.

12.9 Avoki has the right to invoice the Customer in Avoki's own name or through another company within Avoki's group, provided that the

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Customer has been notified in advance of which company will be the invoice sender.

13. Security

13.1 Avoki shall follow the security procedures specified in the Agreement and otherwise its internal security procedures when performing the Services.

13.2 If Avoki performs work at the Customer's site, Avoki shall follow the security regulations reported by the Customer. If the Customer changes the security regulations during the agreement period and Avoki's costs for providing the Services increase, the Customer shall compensate Avoki for the increased costs, and, if reasonable, Avoki shall have the right to adjusted terms.

13.3 Each Party shall immediately report to the other Party any detected security attacks, virus attacks, intrusions, or attempts at intrusions that may reasonably be significant for the other Party according to the specified security routine.

13.4 The Customer is responsible, either independently or through a third party (which may be designated by Avoki), for communication between the Customer's network and the data center where the Services are performed. The Customer understands that all data transmission involves risks, and that the security of such data transmission can never be guaranteed. Avoki is not responsible for intrusions or interruptions during transmissions via the Internet or other networks.

13.5 The Customer does not have the right to subject the Services to penetration tests or other similar security tests unless otherwise agreed in writing in advance.

14. Personal Data

14.1 If personal data is processed within the scope of the Services, the Customer is the data controller and Avoki is the data processor, which among other things means that the Customer is responsible for ensuring there is a legal basis for all processing of personal data. The terms for such personal data processing are specified in any attached data processing agreement, which forms an integral part of the Agreement.

15. Confidentiality

15.1 Each Party undertakes, during the contract period and for five (5) years thereafter, not to disclose or otherwise reveal to third parties such information about the other Party's business that may be considered a business or professional secret or information that is subject to confidentiality obligations by law. Avoki's price information, the content of the Agreement, non-public information about the Services, and other information that a Party has indicated as confidential, shall always be considered business or professional secrets, unless otherwise required by law.

15.2 The confidentiality obligation does not apply to information that a Party can demonstrate became known to the Party in another way than through the assignment or that is generally known. The confidentiality obligation also does not apply when a Party is obliged by law, court/authority decision, or binding stock exchange rules to disclose information. If a Party is obliged in this way to disclose information, the other Party shall be informed before such disclosure occurs.

15.3 Each Party shall ensure, through confidentiality agreements with personnel or other appropriate measures, that confidentiality as stated above is observed. Each Party is responsible for ensuring that any subcontractor and its employees participating in the performance of the Services or Additional Services sign a confidentiality agreement of equivalent content.

16. Liability

16.1 Avoki is liable with the limitations specified below for damage caused to the Customer by Avoki through negligence, regardless of the legal basis for the Customer's claim.

16.2 Avoki is not liable for damage caused by (i) circumstances for which the Customer or a third party is responsible, (ii) defects in Equipment, software, or service that Avoki is not responsible for under the Agreement, (iii) defects in the Customer's Software, the Customer's Equipment, or the Customer's Data, (iv) modifications or changes to the Services, Equipment, and/or other products/services made by anyone other than Avoki, (v) viruses or other security attacks provided that Avoki has taken professional protective measures, or (vi) force majeure (according to section 22). If and to the extent AI services are included in the Services, Avoki is not under any circumstances responsible for the results or recommendations from such services.

16.3 Avoki is not under any circumstances liable for the Customer's lost profit, revenue, savings, or goodwill, loss due to operational interruption, loss of data, the Customer's liability to third parties, or indirect loss or consequential damage of any kind.

16.4 Avoki's total and aggregate liability under the Agreement regarding one or more events (whether related or not) shall not in any case exceed fifteen (15) percent of an amount corresponding to the total annual fee for the Services, however, a maximum of 20 statutory price base amounts.

16.5 Avoki is not liable for damage unless the Customer has notified Avoki in writing no later than thirty (30) days after the Customer discovered or should have discovered the current damage or loss, but always no later than six (6) months from when the damage occurred. What is stated in this section does not apply to delivered Equipment, where Avoki's liability is exclusively regulated by section 6.3 above.

16.6 If the Parties have reached an agreement on agreed service levels, the Customer has the right to a price reduction or penalty according to what is stated in such an agreement. In addition, the Customer has no right to damages or other compensation due to non-fulfillment of agreed service levels unless there is intent or gross negligence.

17. Intellectual Property Rights

17.1 The Customer obtains, upon payment of the agreed compensation, the copyright to the result of Avoki's work within the scope of the Services. The transfer of copyright does not include copyright in or to (i) Avoki's Software, the software covered by the Software License, or other software, documentation, and other material that Avoki or its licensors hold at the time of the Agreement's conclusion (or that Avoki develops or acquires outside the scope of the Services), or (ii) updates or other development of Avoki's Software, software covered by the Software License, or other software, documentation, and other material belonging to Avoki or Avoki's licensors. Notwithstanding the provisions of this section 17, Avoki has the right to freely use the knowledge, know-how, professional knowledge, experience, and skills that Avoki acquires through or in connection with the performance of the Services.

17.2 If Avoki's Software, documentation, and other material are included in the Services, the Customer has a non-exclusive and limited right to use such material according to Avoki's instructions, documentation, and other material, but only within the scope of the Customer's business. Avoki's Software may not be copied, modified, resold, sublicensed, or used by third parties. Unless otherwise stated in the Agreement, Avoki's Software is provided as-is and without any warranty or special commitment. Additional terms for the use of Avoki's Software may be applicable, e.g., through license or user terms provided with the software. This provision does not cover Software Licenses or other software licensed by third parties; applicable Product Terms apply to such use.

17.3 Avoki has, unless otherwise agreed between the Parties, a non-exclusive and unlimited right in time to reuse the result of Avoki's

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completed work (including the right to freely use, modify, and license to third parties without compensation obligation to the Customer).

17.4 The Customer holds all rights to the Customer's Data. Avoki has the right to use the Customer's Data only to the extent necessary for Avoki to fulfill its obligations under the Agreement. The Customer is responsible for, and shall indemnify Avoki for, ensuring that the Customer's Data processed within the Services does not infringe third-party rights or otherwise conflict with applicable legislation or the Agreement.

17.5 The Customer is responsible for ensuring that necessary agreements for Avoki's performance of the Services (e.g., license and support agreements) exist for the Customer's Software, the Customer's Equipment, and the Customer's Data.

18. Infringement of Intellectual Property Rights

18.1 Avoki undertakes to defend the Customer at its own expense if claims are made or actions are brought against the Customer for infringement of third-party rights due to the Customer's own use in Sweden of the results from Avoki's work (or material provided by Avoki), provided that (i) the infringement is directly and solely attributable to Avoki's work or to material provided by Avoki and (ii) the Customer has followed applicable documentation and Avoki's instructions. Avoki further undertakes to compensate the Customer for the costs and damages that the Customer may be obliged to pay through settlement or judgment. Avoki's commitment applies only provided that Avoki is notified in writing by the Customer within a reasonable time of the claims made or actions brought, and that Avoki alone decides on the defense against such actions and conducts negotiations for settlement or compromise. If infringement is finally found to exist and Avoki has participated in the trial or settlement as prescribed above, or if it is likely according to Avoki's own assessment that infringement (for which Avoki is responsible) exists, Avoki shall at its own expense ensure the Customer's continued use of the result of Avoki's work or replace the part of the result of Avoki's work that constitutes infringement with another part that the Customer can reasonably approve and whose use does not constitute infringement or modify that part so that infringement does not exist.

18.2 Avoki is not responsible for infringement claims based on (i) the Customer's Software, the Customer's Equipment, or the Customer's Data, (ii) other material provided or supplied by the Customer, (iii) material used by Avoki following instructions from the Customer, (iv) modifications made by the Customer or third parties to the result of Avoki's work, or (v) results from AI services. Avoki's obligations and liability, as well as the Customer's right to consequences, for ensuring that the result of Avoki's work and material provided by Avoki do not infringe intellectual property rights are exhaustively regulated by this section 18.

18.3 For any open-source software included in the result of Avoki's completed work, the provisions regarding infringement in the license terms for such open-source software apply instead.

19. Premature Termination

19.1 Contract period, notice period, and extension period are specified in the Main Agreement. If no contract or extension period has been agreed, the Agreement applies indefinitely with 180 days' mutual notice period. The Agreement terminates at the calendar month-end that occurs closest after the notice period expires. Termination of the Agreement must be made in writing.

19.2 Each Party has the right to terminate the Agreement for immediate termination if the other Party:

- (a) materially breaches its obligations under the Agreement and does not remedy within thirty (30) days after written request addressed to the other Party with reference to this section (if remedy is possible), or
- (b) has been declared bankrupt, initiates composition negotiations, is subject to corporate restructuring, or is otherwise insolvent.

19.3 Termination must be made in writing to be valid.

19.4 Upon Avoki's termination according to section 19.2, Avoki has the right to compensation for completed work and verified necessary costs, as well as compensation for incurred damage. This section applies without limitation of Avoki's right to assert other penalties according to law.

20. Decommissioning Support

20.1 Upon termination of the Agreement (in whole or in part), (i) the Customer shall immediately cease using the relevant Services, (ii) each Party shall, according to the other Party's instructions, promptly return, destroy, or delete confidential information belonging to the other Party and other material that has been provided, and (iii) each Party shall cease all use of the other Party's intellectual property rights. If the termination only concerns a specific Service, this section shall only apply to the relevant Service.

20.2 Upon termination of the Agreement, the Parties shall assist each other in transferring data, equipment, and other information to the supplier designated by each Party and otherwise take the measures described in the Agreement. Such assistance from Avoki shall be charged to the Customer continuously according to Avoki's current price list, and Avoki has the right to request advance payment to perform the work.

20.3 Upon termination of the Agreement, any equipment owned by Avoki and located at the Customer's premises shall be dismantled, uninstalled, and returned by the Customer to the address specified by Avoki. Avoki has the right to instead dismantle, uninstall, and collect such equipment at the Customer's expense.

21. Non-Solicitation

21.1 During the contract period and for two (2) years thereafter, the Customer shall not (and shall ensure that its group companies do not) directly or indirectly recruit, entice away, employ, or engage individuals who:

- (a) are employed by Avoki or have been employed by Avoki during the previous six (6) months (unless Avoki voluntarily terminated the employee's employment contract), or
- (b) were employed by Avoki during any part of the contract period and had contact with the Customer regarding the Services.

21.2 Section 21.1 does not prevent the Customer from employing an individual who (i) responds to an advertisement or announcement not directly targeted at Avoki's employees, or (ii) is recruited by a recruitment firm that does not specifically target Avoki's employees.

21.3 The Customer shall pay a penalty to Avoki in an amount corresponding to 18 statutory price base amounts for each individual violation of this section 21.

22. Force Majeure

22.1 If a Party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond the Party's control, such as lightning, labor conflict, war, pandemic, fire, natural disaster, changed government regulation, government intervention, and errors or delays in services from subcontractors due to circumstances stated here, this shall constitute grounds for exemption that result in postponement of the performance and exemption from damages and other possible penalties.

22.2 If the fulfillment of the Agreement is substantially prevented for more than three (3) months due to the circumstances stated here, a Party has the right to terminate the Agreement in writing. Upon such termination, Avoki has the right to compensation according to the Agreement for completed work and verified necessary costs.

23. Notices

23.1 Termination and other notices shall be made by courier, registered letter, or electronic message to the other Party's contact person at the

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address specified by the Party. The notice shall be deemed to have reached the other Party:

- a) if delivered by courier; upon delivery
- b) if sent by registered letter; five (5) days after dispatch for postal delivery
- c) if sent as an electronic message; when the electronic message has reached the recipient's electronic address.

24. Assignment

24.1 The Agreement may not be assigned without the other Party's approval.

24.2 Avoki may, however, without the Customer's consent (i) assign the right to receive payment under the Agreement to a third party, and/or (ii) assign all or parts of the Agreement to another company within Avoki's group or to a third party that acquires the business providing the Services.

25. Dispute

25.1 Swedish law shall apply to the Agreement, without regard to its conflict of law rules.

25.2 Disputes, disagreements, or claims arising from or in connection with the Agreement, or due to breach of contract, termination, or invalidity, shall be finally resolved through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). Simplified Arbitration Rules shall apply unless SCC, considering the complexity of the case, the value of the dispute, and other circumstances, determines that Arbitration Rules shall apply. In the latter case, SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators.

25.3 The seat of arbitration shall be Stockholm, Sweden, and the language of the arbitration shall be Swedish, unless otherwise agreed between the disputing Parties.

25.4 All arbitration proceedings conducted pursuant to this arbitration clause and all information, documentation, and other material (regardless of form) disclosed, submitted, or issued by or on behalf of a Party or arbitrator during the arbitration must be kept confidential in accordance with section 15 and may only be used in connection with the proceedings. Notwithstanding the foregoing, a Party may disclose such information when permitted in accordance with section 15 or otherwise to protect its rights in connection with the dispute, including any challenge, invalidity action, or application for enforcement.

26. Definitions

26.1 The definitions specified in the Main Agreement also apply to these General Terms. In addition, the following terms shall have the meanings set forth below when used in the Agreement with an initial capital letter.

"Avoki's Software" refers to software owned, rented, or leased by Avoki (including Avoki's proprietary software/services) and that (i) is used by Avoki to provide the Services, or (ii) is provided to the Customer as part of the Services under the Agreement.

"Financing Company" refers to a third party that acquires Equipment or Software Licenses from Avoki and then leases such items to the Customer under a separate Financing Agreement.

"Financing Agreement" refers to an agreement between the Customer and the Financing Company regarding the purchase/lease of Equipment or Software License.

"Consulting Services" refers to advisory or other consulting services performed by Avoki on an ongoing basis or for a fixed monthly fee according to the specification in the Agreement.

"Customer's Data" refers to data provided by the Customer or made available by the Customer to Avoki.

"Customer's Software" refers to software owned, rented, or leased by the Customer and made available by the Customer to Avoki.

"Customer's Equipment" refers to computers and other equipment owned, rented, or leased by the Customer from third parties and used by Avoki to perform the Services.

"Software License" refers to licenses/subscriptions for standardized software/cloud services that Avoki provides to the Customer according to the terms of the Agreement. The Customer enters into its own agreement with the supplier of such Software License (according to applicable Product Terms), unless otherwise stated in the Agreement.

"Product Supplier" refers to the manufacturer or licensor, as applicable, for Equipment or Software License.

"Product Terms" refers to the sales or license terms for end users (EULA) or other applicable terms that apply to Equipment or Software License distributed by Avoki under this Agreement.

"Additional Terms" refers to specific terms from Avoki that apply to certain Services. Additional Terms are applicable if and to the extent specified in the Main Agreement.

"Service(s)" refers to the services that Avoki shall provide to the Customer under the Agreement or in addition to the Agreement, as well as subsequent agreed changes thereof.

"Equipment" refers to hardware manufactured by third parties and distributed and delivered by Avoki under the Agreement, or otherwise covered by the Services.