

General Terms and Conditions

Version: September 2nd 2024

These general terms and conditions (“**General Terms and Conditions**”) shall apply between Rillion and the Customer (each as defined below). If you accept these terms on behalf of any employer or business entity, such entity is deemed a Customer hereunder and you represent and warrant that you are authorised to legally bind such entity to the Agreement.

Agreed terms:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause shall apply:

“**Agreement**” means agreement between the Parties comprising the relevant Order Form and/or SOW as entered into between the Parties, these General Terms and Conditions, the Service Description and the DPA.

“**Annual Invoice Volume**” means the number of invoices received by the Solution on an annual basis, as identified in the Order Form (or any updated Order Form agreed between the Parties).

“**Business Hours**” means the period between 8:00 am and 5:00 pm, Monday to Friday, in the time zone of the relevant Rillion contracting entity reflected in the Order Form and/or SOW, under which the applicable Services are provided.

“**Confidential Information**” means all information of a confidential nature (in whatever form) disclosed by a Party or its Representatives to the other Party or that Party's Representatives, whether before or after the date of this Agreement, including any information that would reasonably be regarded as confidential relating to: the business, customers, clients, suppliers, or market opportunities of the disclosing Party; the operations, products, know-how, designs, trade secrets or software of the disclosing Party; and any information developed by the disclosing Party in the course of carrying out the Agreement. The Parties agree that details of the Solution, and the results of any performance tests of the Solution, shall constitute Rillion Confidential Information.

“**Customer**” means the entity who has entered into the Agreement with Rillion, as detailed on the relevant Order Form and/or SOW.

“**Customer Contact**” means the person set forth on the Order Form and/or SOW (or as updated in writing in accordance with clause 12.3).

“**Customer Data**” means the data and/or information, inputted or uploaded to the Solution by or on behalf of the Customer.

“**Customer Portal**” means Rillion's online portal as made available by Rillion to the Customer from time to time.

“**DPA**” means the data processing agreement setting out the terms of data processing by Rillion, available at <https://www.rillion.com/terms-conditions/> and as may be amended by Rillion from time to time.

“**Deliverables**” means the items specifically identified in an Order Form and/or SOW that are provided to the Customer as part of the Professional Services, and any copies, translations, derivations, adoptions or modifications thereof.

“**Effective Date**” means the effective date as specified on the relevant Order Form.

“**Fees**” means the subscription fees and/or any other fees (including any fees for the Implementation Services and Professional Services) payable by the Customer to Rillion under the Agreement.

“**Implementation Services**” has the meaning set forth in clause 2.8 of these General Terms and Conditions.

“**Initial Term**” has the meaning set forth on the Order Form.

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair

competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Order Form**” means an order for the Solution, the Implementation Services and/or the Professional Services and any other services, as executed between the Parties.

“**Party**” means Rillion or the Customer, as the context requires, and “**Parties**” means Rillion and the Customer together.

“**Professional Services**” means professional and/or consulting services of Rillion as agreed between the Parties by execution of a SOW, through the Customer Portal or as may otherwise be agreed in writing between the Parties in accordance with the terms of the Agreement.

“**Representatives**” means, in relation to a Party, its employees, officers, contractors, subcontractors, representatives and advisers.

“**Renewal Term(s)**” has the meaning set forth on the relevant Order Form.

“**Rillion**” means the relevant Rillion contracting entity who has entered into the Agreement with the Customer, as detailed on the Order Form and/or the SOW.

“**Services**” means any services provided by Rillion to the Customer under the Agreement including access to the Solution and related support services, the Implementation Services and the Professional Services.

“**Service Description**” means the relevant description of the Solution, including the support services and applicable service levels, available at <https://www.rillion.com/terms-conditions/> and as may be amended by Rillion from time to time.

“**Solution**” means the online solution(s), including any additional modules or features, as indicated on the relevant Order Form and as made available (as a service) from time to time by Rillion to the Customer under the Agreement.

“**SOW**” means the relevant statement of work attached to an Order Form or separately executed by the Parties.

“**Subscription Term**” has the meaning set forth on the relevant Order Form.

“**Users**” means those employees, agents, independent contractors and, if authorised in advance by Rillion in writing, Customer’s clients, of the Customer who may use the Solution pursuant to the terms of the Agreement.

“**Virus**” means anything (such as software, code, files or programs) that can harm or disrupt the operation of computers, networks, or devices; interfere with access to or the function of programs or data; or negatively impact user experience, including worms, trojan horses, viruses, and similar items.

1.2 In this Agreement, save where the context otherwise requires:

- (a) the singular includes the plural and *vice versa*;
- (b) references to any statutory or regulatory provision shall include such provision (as amended from time to time) whether before on or after the Effective Date and shall further include all statutory or regulatory instruments, orders or subordinate legislation from time to time made pursuant thereto;
- (c) references to clauses and schedules are to the clauses and schedules of this Agreement;
- (d) headings are for convenience only and shall not affect interpretation; and
- (e) the term “including” and other similar expressions shall be non-exclusive and hence be read as “including but not limited to”.

- 1.3 Capitalised terms used herein and not otherwise defined shall have the meanings indicated on the relevant Order Form and/or SOW. The English language version of this Agreement shall prevail in the event of a conflict.
- 1.4 In the event of any conflict between the terms of the Agreement, the order of precedence shall be as follows: the relevant Order Form, the SOW, the General Terms and Conditions, the Service Description. Notwithstanding the foregoing, the DPA shall prevail in relation to processing of personal data.
- 2. Services**
- 2.1 The Customer may purchase a subscription to the Solution (including any additional modules or features of the Solution) and/or Professional Services to be provided by Rillion, by entering into a relevant Order Form or SOW, or as may otherwise be agreed between the Parties through the Customer Portal.
- 2.2 Subject to the Customer's compliance with the terms and conditions of this Agreement (including the payment of the Fees):
- (a) Rillion shall provide the Services to the Customer (including, in relation to subscription to the Solution, access to and use of the Solution and support services relating to the Solution), in accordance with the terms and conditions of the Agreement; and
 - (b) the Customer is permitted to extend access to and use of the Solution to its subsidiaries in which it owns at least fifty percent (50%) of the shares, either directly or indirectly ("**Eligible Subsidiaries**"). The Customer shall ensure that such Eligible Subsidiaries comply with all terms and conditions of the Agreement as if they were the Customer. Any act or omission by an Eligible Subsidiary that would constitute a breach of this Agreement if committed by the Customer shall be deemed a breach by the Customer. The Customer shall remain responsible and liable for any access to and use of the Solution by its Eligible Subsidiaries.
- 2.3 Except as otherwise agreed in the relevant Order Form, Customer shall not use the Solution in any manner that exceeds the Annual Invoice Volume set out in the Order Form or in any other way intended to avoid incurring additional fees under the Agreement. The Annual Invoice Volume may not be decreased during the Subscription Term and any unused Annual Invoice Volume shall be forfeited at the end of the then-current Initial Term or Renewal Term (as applicable). If the Customer uses the Solution in any manner which exceeds the Annual Invoice Volume set out in the Order Form, Rillion shall be entitled to immediately suspend all or part of the Services including the Customer's access to the Solution.
- 2.4 The Customer may request to purchase additional Services or request to increase the Annual Invoice Volume at any time during the Subscription Term by submitting a request to Rillion via the Customer Portal. Rillion may issue an updated Order Form and/or SOW for any agreed additional Services and/or increase of Annual Invoice Volume and the relevant increase in Fees ("**Change Notice**"). Upon provision of the Change Notice, an invoice may be issued to the Customer which shall be payable by the Customer in accordance with the terms of the Agreement. Any Fee increase relating to a Change Notice for an increase of the Annual Invoice Volume shall apply retrospectively, either from the commencement date of the then-current Subscription Term or from the 1st of January of the then-current calendar year, whichever is applicable to the Solution. Any Fee increase relating to a Change Notice for the purchase of an additional Service shall apply from the date of the Change Notice. Such Fee increases shall continue to apply for the remaining Subscription Term.
- 2.5 Rillion may use subcontractors, including third-party hosting providers, (each a "**Subcontractor**") to provide different parts of the Services. The Customer consents to Rillion making Customer Data available to its Subcontractors for the purpose of providing the Services subject to Rillion binding them to obligations of confidentiality and (where applicable and in accordance with the DPA) data protection obligations that are substantially similar to Rillion's obligations under the Agreement. Rillion will remain responsible for any breaches of the Agreement by its Subcontractors.
- 2.6 Rillion (including any Subcontractor) may immediately suspend the Customer's and/or any User's access to the Solution in the event of: (a) the Customer's or User's usage in a manner

which could disrupt the Solution or any other customer's use of the Solution or the network or systems used to provide the Solution; (b) actual or suspected unauthorised breach, by the Customer or any User, of the restrictions relating to access and use of the Solution under the Agreement; or (c) actual or suspected unauthorised third-party access to the Solution (each an "**Emergency Security Issue**"), provided such suspension for an Emergency Security Issue is only exercised to the minimum extent and minimum duration reasonably required to prevent or resolve the issue. Prior notice is not always possible in the event of an Emergency Security Issue and Rillion will use its reasonable efforts to notify the Customer of the suspension as soon as reasonably practicable, but the Customer acknowledges that this may be after suspension.

- 2.7 As part of the Customer's subscription to the Solution, Rillion will provide the Customer with Rillion's standard customer support services as outlined in the Service Description. Rillion may amend the Service Description in its sole and absolute discretion from time to time, without notification to the Customer on the condition that such amendments do not diminish the support services provided to the Customer. The Customer may purchase enhanced support services separately as Professional Services at Rillion's then-current rates via the execution of a SOW or a Change Order, or as otherwise agreed between the Parties in writing.
- 2.8 Rillion may provide certain initial implementation services to the Customer, as detailed in the implementation plan in the Order Form ("**Implementation Services**"). Prior to commencing the Implementation Services, Rillion will provide the Customer with an implementation plan detailing the steps involved, any specific requirements, an estimated timeline for completion and the associated Implementation Services fees, as outlined in the Order Form. The Customer agrees to cooperate with Rillion to facilitate the timely delivery of the Implementation Services. The Customer shall provide Rillion with all necessary access to data, Customer staff resources, systems and facilities required to perform the Implementation Services. The Customer is responsible for the accuracy, quality and legality of the data provided and for obtaining any necessary permissions and consents for the use of such data in connection with the Implementation Services.
- 2.9 The Customer may request changes to the Implementation Services and/or the Professional Services by submitting a change request through the Customer Portal, or as otherwise agreed between the Parties in writing. After receipt of a change request, Rillion will provide the Customer with an estimate of the relevant adjusted Fees (based on Rillion's then-current price list) and timeline as a result of such change request. If the estimate is not accepted by the Customer, the change request will be deemed cancelled. If the estimate is accepted by the Customer, it shall constitute a "**Change Order**" and form part of the scope of the Implementation Services or Professional Services provided under the Agreement (as applicable). The Customer agrees that its acceptance of Rillion's estimate in response to a change request is binding on the Customer and that Customer-related users of the Customer Portal have the authority to accept fee estimates and adjusted Fees on behalf of the Customer. Rillion shall have no obligation to commence any work in connection with any change request until a Change Order is established. Rillion may charge for the time it spends on preparing estimates in response to change requests and in negotiating Change Orders which implement changes proposed by the Customer pursuant to this clause at Rillion's then-current daily rates.
- 2.10 The Parties acknowledge the benefits of continuous innovation, development and adaptation of the Solution to user feedback and working practices and Rillion's business roadmap, subject to the other terms of the Agreement. Rillion may:
- (a) add, change or remove modules to the Solution;
 - (b) add, change or remove functionality and/or features of the Solution,
- provided that it does not materially affect the use of the Solution to the detriment of the Customer and provided that the functionality shall always include the features of the Solution set forth on the Order Form, SOW and/or Service Description (as applicable).
- 2.11 Rillion's ability to provide the Professional Services described in the Agreement is predicated upon any assumptions set forth in the relevant Order Form or SOW (or as otherwise may be agreed in writing between the Parties) and as follows: (a) the scope of the Professional Services shall be as agreed in the relevant Order Form or SOW; (b) software development work not identified in the relevant Order Form or SOW is excluded; and (c) the Customer will complete

its obligations set forth in this Agreement and any corresponding project plan in a timely manner so as to avoid affecting or delaying Rillion's performance under the Agreement.

3. Data protection

The Parties shall comply with the terms of the DPA, which is hereby incorporated into the Agreement.

4. Customer's obligations

4.1 The Customer shall:

- (a) pay the Fees for the Services in accordance with clause 5 below, complete all required Customer activities and carry out all other Customer responsibilities set forth in the Agreement in a timely and efficient manner;
- (b) promptly provide Rillion with all necessary co-operation, access to information (including Customer Data, security access information and software interfaces to the Customer's other business applications), resources (including personnel and technical support), and access to the Customer's systems, environments and facilities, all as may be reasonably requested by Rillion from time to time to enable or facilitate Rillion's provision of the Services, including performing required investigations related thereto (if any);
- (c) appoint and make available at all times a project manager for the overall management and coordination of the receipt of the Services and as the main contact for Rillion. Without prejudice to any other provision of the Agreement, the project manager shall have the authority to contractually bind the Customer on all matters relating to the Agreement;
- (d) notify Rillion of any change to its Customer Contact by giving notice in accordance with clause 12.13;
- (e) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (f) ensure that the Users access and use the Solution in accordance with the terms and conditions of the Agreement (including ensuring that any User having access to the Customer Portal is authorised to legally bind the Customer through use of the Customer Portal). The Customer shall remain responsible for any act or omission of the User as if it was an act or omission of the Customer;
- (g) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify Rillion in writing;
- (h) obtain and maintain all licences, consents, permissions and systems (including from any relevant third-party provider of the Customer) necessary for Rillion or its Subcontractors to perform their obligations under the Agreement;
- (i) ensure that its network and systems comply with any specifications required by the Solution from time to time;
- (j) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for: procuring, maintaining and securing its network connections and telecommunications links from its systems to Rillion's access point for the Solution; and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- (k) if required, provide access to Customer's systems and facilities during the project with suitable resources for the purposes of enabling Rillion to carry out the Services;
- (l) ensure the Customer's third-party vendor resources meet their respective obligations in a timely manner as not to impact the overall timeline of the performance of Professional Services; and

- (m) participate in project planning activities as reasonably requested by Rillion; and if required, develop business processes and implement process improvements and process design changes required for the adequate performance of the Solution and/or other Services.
- 4.2 The Customer acknowledges and agrees that it is its sole responsibility to ensure that all contact details provided to Rillion are kept current and accurate, for example, by proactively providing updates or amendments to such details through the Customer Portal. Rillion shall bear no liability for any miscommunication or failure to communicate, or any consequences thereof, resulting from the Customer's failure to update its contact information. Furthermore, Rillion will rely on the accuracy of the contact details provided and shall not be held responsible for any communications sent to incorrect or outdated details.
- 4.3 The Customer shall permit Rillion or Rillion's designated auditor to audit the Customer's compliance with the terms of this Agreement. Each such audit may be conducted no more than once per quarter, at Rillion's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. If such audit reveals that any breach of this Agreement, then without prejudice to the Rillion's other rights, the Customer shall promptly remedy such breach and shall be liable for Rillion's costs in conducting the audit.
- 4.4 The Customer shall not (and the Customer shall procure that its Users shall not) access, store, distribute or transmit any material during the course of its use of the Solution that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory; or (f) is otherwise illegal or causes damage or injury to any person or property, and Rillion reserves the right, without liability or prejudice to its other rights, to disable the Customer's or any User's access to the Solution if Rillion reasonably believes that the Customer or any User is in breach of this clause.
- 4.5 To the extent permitted by applicable law, the Customer shall not (and the Customer shall procure that its Users shall not): (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Solution or Deliverables (as applicable) in any form or media or by any means; or (b) attempt to reverse engineer all or any part of the Solution or Deliverables; or (c) access all or any part of the Solution or Deliverables in order to build a product or service which competes with the Solution, Deliverables or other Services; or (d) use the Solution, Deliverables or other Services to provide services to third-parties; or (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Solution or Deliverables, or otherwise make the Solution or Deliverables available to any third-party except its authorised users, or (f) attempt to obtain, or assist third-parties in obtaining, access to the Solution or Deliverables, other than as provided under the Agreement; or (g) introduce, or permit the introduction of, any Virus into Rillion's (or its subcontractors') network and information systems.
- 4.6 The Customer shall use storage space within the Solution in a manner consistent with the normal operational practices for the type of service provided and shall prevent the misuse of storage resources ("**Fair Usage**"). Usage beyond such Fair Usage limit shall be considered excessive and may result in throttling or suspension of the Services or additional fees, at Rillion's discretion. Rillion reserves the right to review and adjust the Fair Usage limit periodically to ensure optimal service performance for all customers.
- 4.7 In the event that the Customer requires Rillion to obtain third-party information, data, details, APIs, or other materials ("**Third-Party Materials**") for the provision of the Services, the Customer shall be solely responsible for obtaining and maintaining any and all necessary permissions, rights, consents, and licenses from the relevant third-parties (including, without limitation, Customer's provider of ERP systems or similar IT-systems) ("**Third-Party Permissions**"), on behalf of Rillion, which are required to enable Rillion to access, use, or integrate any Third-Party Materials for the purpose of providing the Services. Rillion reserves the right, at its reasonable discretion, to refuse to work with any third-parties or to use, integrate, or access any Third-Party Materials for any reason. The Customer agrees that delays in obtaining Third-Party Permissions shall not be grounds for any claims against Rillion for non-performance, late performance or penalties. The Customer shall promptly notify Rillion upon obtaining any Third-Party Permissions and shall provide Rillion with copies of all relevant

permissions, licenses, and consents, on request. The Customer guarantees that all such Third-Party Permissions are sufficient to allow Rillion to perform the Services without infringement or violation of any third-party rights. The Customer agrees to indemnify and hold harmless Rillion from any and all claims, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable legal fees) arising from or related to the Customer's failure to obtain or maintain necessary Third-Party Permissions, or Rillion's use of Third-Party Materials under the permissions granted by the Customer.

5. Charges and payment

5.1 Rillion shall invoice the Customer for the Fees in accordance with the relevant Order Form and/or SOW. The Customer shall pay each invoice submitted to it by Rillion within 30 days of the date of invoice (unless otherwise agreed in writing between the Parties) to a bank account nominated in writing by Rillion from time to time. The Professional Services are exclusive of expenses, which shall be billed monthly. Rillion reserves the right to charge its standard service rates for travel time at the full hourly rate during Business Hours and at half the hourly rate outside of Business Hours.

5.2 The Parties agree that Fees may be adjusted as follows:

- (i) annually, commencing on the first anniversary of the Subscription Start Date (as set forth on the Order Form) and on each subsequent anniversary thereof (each, an "**Adjustment Date**"), based on an adjustment determined by the most recent full calendar year's average Consumer Price Index (CPI), as published by either (a) the Swedish Central Bank, for Customers incorporated outside of the US, or (b) the Bureau of Labor Statistics, for Customers incorporated within the US, in each case plus an additional uplift of up to 3%; and/or
- (ii) an adjustment of the Fees in accordance with Rillion's price lists as may be applicable from time to time, subject to Rillion giving the Customer at least 4 (four) months' notice prior to each adjustment of the Fees. For the avoidance of doubt, should the Customer deem the adjustment of Fees set forth in this item (ii) unacceptable, the Customer may terminate this Agreement in accordance with clause 11 below.

The adjusted Fees shall become effective on the Adjustment Date and shall apply to all Services provided thereafter until the next Adjustment Date.

In addition to what is set out above in this clause 5.2, the Customer acknowledge and agree that if any third-party would impose any cost or charge on Rillion for obtaining Third-Party Materials ("**Third-Party Cost**"), Rillion shall immediately be entitled to pass-through the Third-Party Cost to the Customer. The Third-Party Cost will be clearly indicated on the relevant invoice.

5.3 The Fee for the Rillion Pay Service ("**Pay Service**") shall be calculated on the basis of the number of transactions instructed, in accordance with Rillion's then-current service transaction fee schedule, available on request. Rillion shall be entitled at any time without prior notice to also pass through any fees and any increases in communication tariffs related to the Pay Services, including government-imposed access fees, fees resulting from changes in regulation or statute, fees or assessments imposed pursuant to any operating regulations, transaction costs and any third-party imposed costs. The Customer may be eligible to receive certain rebates related to payments made by the Customer via virtual card as detailed in the relevant Order Form ("**Rebate**"). Rillion will provide a detailed breakdown of the Rebate calculation to Customer as required, which may be set off against Customer's future invoices. Any changes to the method of calculation of such Rebates will be communicated to Customer with reasonable notice, and such changes will apply from the effective date specified in the notice.

5.4 If Rillion has not received payment of any sum due under this Agreement by the due date, and without prejudice to any other rights and remedies of Rillion: (a) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then-current base lending rate of the Swedish Central Bank from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment; (b) Customer shall reimburse Rillion for all reasonable costs incurred by Rillion in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and (c) Rillion may, if such failure

continues for 30 days, suspend part or all of the Services until payment has been received in full.

- 5.5 All sums payable to Rillion under this Agreement are exclusive of value added tax, goods and service tax, withholding tax, sales tax or other consumption or similar taxes ("**Indirect Taxes**"), which shall be added to the invoice(s) at the appropriate rate.

6. Intellectual Property rights

- 6.1 Rillion and/or its licensors own all Intellectual Property Rights in the: (a) Services; (b) Deliverables, (c) Rillion's Confidential Information, and (d) all other Rillion supplied material provided or developed for use in connection with the Services and/or Deliverables generally, exclusive of the Customer Data, and in each case all modifications, enhancements, improvements, adaptations, translations to the same. Except as expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any Rillion Intellectual Property Rights.
- 6.2 Subject to the Customer's compliance with the terms and conditions of this Agreement, Rillion grants to the Customer a non-exclusive, non-sublicensable, non-transferable right to access and use the Solution (as made available to the Customer by Rillion from time to time), and a non-exclusive, non-sublicensable, non-transferable license to use the Deliverables, during the relevant Subscription Term only, and for Customer's internal business purposes only, unless otherwise agreed in writing between the Parties.
- 6.3 The Intellectual Property Rights in Customer Data and Customer's Confidential Information are, and shall remain, the sole and exclusive property of the Customer and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data. The Customer grants to Rillion a non-exclusive license to: (a) use, copy, store and display the Customer Data for the purpose of providing the Services; and (b) collect, use and disclose quantitative data derived from the use of the Solution for industry analysis, benchmarking, analytics and other business purposes and to create metadata in relation to Customer Data or Customer's usage of the Solution provided that such metadata is anonymised ("**Metadata**"). Rillion shall own all right, title and interest in such Metadata.
- 6.4 Rillion shall be entitled to use and exploit any suggestions, enhancement requests, feedback or recommendations relating to the Services and/or Deliverables which are provided by the Customer, its Users and/or Representatives ("**Feedback**"). For the avoidance of doubt: (a) Customer is not obliged to give any Feedback; (b) Rillion is not obliged to act on any Feedback; and (c) Rillion shall own all Intellectual Property Rights in such Feedback.
- 6.5 Unless otherwise indicated in the Order Form and/or SOW, Rillion may use Customer's name, brand and/or trademarks for the purposes of marketing its products and services.

7. Confidentiality

- 7.1 Each Party shall keep the other Party's Confidential Information secret and confidential and shall not: (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement; or (b) disclose such Confidential Information in whole or in part to any third-party, except as expressly permitted by this clause 7.
- 7.2 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information, provided that: (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 7.3 On termination of this Agreement, each Party shall: (a) destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the

other Party's Confidential Information; (b) erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third-parties (to the extent technically and legally practicable); and (c) upon request, certify in writing to the other Party that it has complied with the requirements of this clause.

- 7.4 The provisions of this clause 7 shall not apply to any Confidential Information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this clause); (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) the Parties agree in writing is not confidential or may be disclosed; or (e) is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 7.5 Except as expressly stated in the Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information. The provisions of this clause 7 shall continue to apply after termination of the Agreement.

8. **Warranties and Disclaimers**

- 8.1 Each Party warrants and represents that it has validly entered into the Agreement and has the legal power to do so and that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 8.2 Rillion warrants that the Services shall be performed with reasonable skill and care, and that, subject to clause 8.4, in relation to the Solution hosted in servers controlled by Rillion, the Services will conform in all material respects to the SOW and/or Service Description (as applicable) or as otherwise agreed between the Parties in writing.
- 8.3 The Deliverables, Implementation Services and/or Professional Services shall be deemed complete upon Rillion's provision of the relevant Services, or as otherwise agreed between the Parties in writing ("**Acceptance**"). From the date of Acceptance, the Customer shall have a period of thirty (30) days to report any defects or discrepancies in the performance of the Deliverables, Implementation Services or the provision of Professional Services for remedy by Rillion. Beyond this period, Rillion shall not be held liable for any claims related to the relevant Services rendered. All warranties, express or implied, shall be limited to this 30 day period following Acceptance.
- 8.4 The Solution and the Deliverables are provided to Customer on an "as is" basis and Rillion does not warrant that the Customer's use of the Solution will be uninterrupted or error-free; or that the Solution, Deliverables and/or the information obtained by the Customer through the Solution will meet the Customer's requirements. All warranties, representations, conditions and all other terms of any kind whatsoever implied by any applicable law are, to the fullest extent permitted by applicable law, excluded from the Agreement.
- 8.5 The Customer's sole and exclusive remedies and Rillion's sole obligations for breach of the warranties in this clause 8 are as follows. Rillion will, at its cost: (a) promptly correct any non-conformance of the Services resulting from the breach; or (b) if Rillion is unable, using commercially reasonable efforts, to correct such non-conformance within a reasonable period of time, Rillion may terminate the Agreement with immediate effect. Notwithstanding the foregoing, with regard to non-conformance with any service levels set out in the Service Description, the service credits set out in the Service Description shall be the Customer's only remedy in the event of any such non-conformance.

9. **Indemnity**

- 9.1 Subject to the procedure set out in clause 9.3, the Customer shall indemnify Rillion, its affiliates and its Subcontractors against any claim made against any (or all) of them by a third-party that it (or they) infringe a third-party's Intellectual Property Rights, in each case arising out of or in connection with: (a) the Customer's breach of clause 4; or (b) the Customer Data when used in accordance with the Agreement.
- 9.2 Subject to the procedure set out in clause 9.3, Rillion shall indemnify the Customer against any claim made against it by a third-party that the Solution, when used in accordance with this Agreement, directly infringes a third-party's Intellectual Property Rights.

- 9.3 If a Party becomes aware of a claim for which it is entitled to indemnification under clauses 9.1 or 9.2 (the “**Indemnified Party**”), it must promptly notify the other Party (the “**Indemnifying Party**”) in writing. Delay in notification does not waive the Indemnified Party’s rights unless the Indemnifying Party is harmed or its liability is increased by the delay. The Indemnifying Party will control the defence and settlement of the claim, but the Indemnified Party can join in at its own expense and must cooperate reasonably. The Indemnifying Party can settle without the Indemnified Party’s consent unless the settlement (a) does not release all claims against the Indemnified Party, (b) admits liability or wrongdoing by the Indemnified Party, or (c) imposes obligations on the Indemnified Party other than stopping the use of infringing items.
- 9.4 Subject to clause 10.4, if Rillion reasonably determines that the Solution infringes a third-party’s Intellectual Property Rights, Rillion may choose to: (a) obtain the right for the Customer to continue using the Solution, (b) replace or modify the Solution to avoid infringement, or (c) terminate the Agreement (in whole or part) and provide a pro-rated refund for any unused, prepaid Fees for the Solution. This clause outlines the Customer’s sole remedies and Rillion’s entire liability for any infringement of third-party Intellectual Property Rights.
10. **Limitation of liability**
- 10.1 Nothing in this Agreement excludes the liability: (a) of either Party for gross negligence or wilful intent; (b) of either Party for death or personal injury caused by its negligence; (c) of either Party for fraud or fraudulent misrepresentation; (d) of either Party for the indemnity provisions in clause 9, subject to clause 10.4; (e) Customer’s failure to comply with its payment obligations; (f) Customer’s breach, infringement or misappropriation of Rillion’s Intellectual Property Rights; or (g) any other liability which cannot be excluded by law.
- 10.2 Subject to clause 10.1, neither Party shall be liable to the other, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.
- 10.3 Subject to clause 10.1, Rillion’s cumulative aggregate liability to the Customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services under this Agreement shall be limited to direct damages up to 50% of the subscription fees paid to Rillion for the Solution, during the 12-month period immediately preceding the date on which the claim arose.
- 10.4 Rillion shall not be liable for a breach of the Agreement whatsoever (including delay or fault in provision of the Services, non-conformity of the Solution and/or failure to meet a service level) or any other loss or damage, or for any indemnification obligations in clause 9, caused as a result of or from: (a) errors in hardware equipment, network components, software or services that lie outside of Rillion’s Services, such as disturbance of Customer’s access to the internet or other errors that impede data traffic; (b) Customer’s use of the Services with equipment, software or accessories other than those prescribed by Rillion in a manner that affects the working of the Services, Customer’s use of the Services contrary to Rillion’s instructions, or alterations or internal adjustment by the Customer or any party other than Rillion or Rillion’s duly authorised contractors or agents that is not in accordance with Rillion’s instructions; (c) errors or omissions in any information, instructions or scripts provided to Rillion by the Customer in connection with the Solution, or any actions taken by Rillion at the Customer’s direction, (d) the Customer’s non-compliance with its obligations in the Agreement, (e) the Customer’s failure to obtain necessary third-party permissions, consents or licenses, or Rillion’s use of any third-party materials under the permissions granted by the Customer; (f) Customer having provided erroneous, incomplete, corrupt or inadequate Customer Data to Rillion or inputted into the Solution; (g) a Virus attack; or (h) negligence on the part of Customer, its staff or a third-party. Claims under the Agreement must be made within three (3) months from a Party’s becoming aware of damages, and always within six (6) months from the occurrence of the damage.

11. Term and termination

- 11.1 The Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions of the Agreement.
- 11.2 Either Party can terminate the Agreement, in whole or (if relating to a divisible part of the Solution or other Services) in part, by the provision of three (3) month's written notice prior to the expiry of the then-current and relevant Subscription Term, such termination taking effect at the expiry of the then-current and relevant Subscription Term. If there is more than one Order Form or SOW in force at the relevant time, termination of one Order Form or SOW shall not act to terminate the whole Agreement or any other Order Form(s) and/or SOW(s), unless such other Order Form(s) and/or SOW(s) are dependent on the Services being provided under the Order Form or SOW that is the original subject of termination.
- 11.3 Either Party can terminate the Agreement immediately with written notice if: (a) the other Party commits a material breach and, if remediable, fails to remedy it within 30 days of receiving written notice; (b) the other Party cannot pay its debts or acknowledges it cannot pay them or is otherwise deemed insolvent; (c) the other Party starts negotiations with creditors to reschedule debts, except for a solvent restructuring; (d) the other Party seeks or receives debt moratorium or becomes subject to insolvency proceedings; (e) legal action is taken for the winding up or dissolution of the other Party, except for solvent restructuring; (f) an administrator or receiver is appointed over the other Party's assets; (g) any similar event or proceedings occur affecting the other Party in any jurisdiction.
- 11.4 On termination of the Agreement for any reason: (a) all rights and licences granted under the Agreement shall immediately terminate; (b) each Party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other Party; (c) Rillion may delete, destroy or otherwise dispose of any of Customer Data in its possession at least after a period of 90 days from the date of such termination, without the obligation to maintain or provide any such Customer Data to the Customer, unless Rillion receives a notice from the Customer in writing at least three (3) months prior to the date of termination to return such Customer Data to the Customer (or, in the event that a Party exercises its right to terminate the Agreement with immediate effect in accordance with clause 8.5 or clause 11.3, Rillion may delete, destroy or otherwise dispose of any of Customer Data in its possession unless Rillion receives a notice from the Customer in writing at least 30 days from the date of such termination), subject to clause 11.5; and (d) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 11.5 If the Customer notifies Rillion in accordance with clause 11.4(c) above, Rillion agrees to provide the Customer with a link to downloadable copies of Customer invoices, in a format reasonably specified by Rillion. Any costs for data retrieval services rendered by Rillion shall be borne by the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to request and secure copies of the Customer Data within the specified notice period if so desired. Rillion shall not be liable for any loss or damage arising from the Customer's failure to timely request or obtain such Customer Data before its deletion in accordance with this clause 11.
- 11.6 Clauses concerning the Parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination of the Agreement.

12. General

- 12.1 No exclusivity. The Agreement shall not prevent Rillion from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 12.2 Force majeure. Neither Party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues

for 6 months, the Party not affected may terminate the Agreement by giving 30 days written notice to the affected Party.

- 12.3 Amendments. Rillion may amend the terms of this Agreement in its sole and absolute discretion from time to time, on condition that such amendments do not diminish the Services provided to the Customer, by uploading such updated terms to Rillion's website <https://www.rillion.com/terms-conditions/>. Such updated terms shall become effective between the Parties either from the commencement date of the then-current Subscription Term or from the 1st of January of the then current calendar year, whichever is applicable to the Solution. Notwithstanding the aforementioned, no other variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 12.4 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any other or subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 12.5 Rights and remedies. Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.6 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.7 Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement. Any inconsistent or additional terms of the Customer's purchase order or similar document are excluded regardless of Rillion accepting the purchase order or other Customer document for payment purposes.
- 12.8 Assignment. The Customer shall not, without the prior written consent of Rillion, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement. Rillion may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement, provided that it gives prior written notice of such dealing to the Customer.
- 12.9 No partnership or agency. Nothing in the Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.10 Third Party rights. The Agreement does not give rise to any rights for third-parties to enforce any term of the Agreement.
- 12.11 Export. The Parties shall comply with all applicable export and import control laws and regulations. The Customer shall not directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or permit access to, or use of, the Solution (or any portion of the Solution) to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under applicable export law (collectively, "**Prohibited Uses**"). The Customer is responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorisations. Upon learning that any portion of the Solution and/or Solution was used contrary to the obligations in this clause, the Customer will immediately notify Rillion in writing.

- 12.12 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 12.13 Notices. Any notice given to a Party under or in connection with the Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post (if domestic) or other next working day delivery service at its registered office; or (b) sent by email to the relevant Customer Contact or Rillion Contact. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; or (b) if sent by pre-paid first-class post (if domestic) or other next working day delivery service, at 9.00 am on the second business day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.14 Governing law and Jurisdiction. The Agreement shall be governed by the substantive laws and the applicable jurisdiction as set out in Appendix A hereto. The Parties undertake and agree that all arbitral proceedings conducted with reference to the Agreement will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights in connection with the dispute. In case the Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of the arbitration clause.

Appendix A

If Customer is domiciled in:	The Rillion entity entering into this Agreement is:	Governing law is:	Courts with exclusive jurisdiction are:
Sweden	Rillion AB Box 7025 103 86 Stockholm Sweden	Laws of Sweden	Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the “ SCC ”).
Finland	Rillion Oy Kaikukatu 4C 00530 Helsinki Finland	Laws of Finland	The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.
Denmark	Rillion A/S Herstedøstervej 27-29A, 1. sal. 2620 Albertslund Denmark	Laws of Denmark	The seat of arbitration shall be Stockholm.
Norway	Rillion AS Karl Johans gate, 5 0154 Oslo Norway	Laws of Norway	The language to be used in the arbitral proceedings shall be English, unless otherwise agreed.
United Kingdom	Rillion AB Box 7025 103 86 Stockholm Sweden	Laws of England and Wales	Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this clause.
The Netherlands	Rillion AB Box 7025 103 86 Stockholm Sweden	Laws of England and Wales	The number of arbitrators shall be one.
Australia	Rillion AB Box 7025 103 86 Stockholm Sweden	Laws of England and Wales	The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitration shall be English.
United States of America	Rillion Inc. 330 North Wabash Avenue Chicago, Illinois 60611 United States	Laws of the State of New York, without deference to the principles of conflicts of law	All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be New York.
Canada	Rillion Inc. 330 North Wabash Avenue Chicago, Illinois 60611	Laws of the State of New York, without deference	The language to be used in the arbitral proceedings shall be English.

	United States	to the principles of conflicts of law	
Any other country not set out above	Rillion AB Box 7025 103 86 Stockholm Sweden	Laws of Sweden	See section for Sweden above.