

TERNA SYSTEMS AB
MASTER PURCHASE AND LICENSE AGREEMENT (MPLA)
TERNA3D™

Version: 2026-07-01

This Master Purchase and License Agreement (the "Agreement" or "MPLA") governs Terna Systems AB's purchase-and-license delivery model for the TERNA3D™ solution, comprising the sale of TERNA3D hardware and the license of related software, firmware and documentation, together with any support, RTK services, cloud services, file handling, web/mobile functionality, updates, upgrades or other connected services expressly included in the applicable Order Form, during the Included Services Period or under a valid Support Agreement.

This Agreement is intended for business customers only and does not govern Terna's subscription-based delivery model, which is governed by Terna's Master Subscription Agreement or other applicable subscription agreement. For clarity, the provision of connected services under this Agreement does not convert the purchase-and-license model into a subscription model.

This Agreement is between:

Terna Systems AB, corporate registration number 559453-1351, a company incorporated under the laws of Sweden ("Terna"), and;

the customer entity identified in the applicable Order Form ("Customer").

Terna and Customer are each a "Party" and together the "Parties."

1. FORMATION AND ACCEPTANCE

1.1 Agreement Structure; Acceptance by Order Form

This Agreement is not executed by standalone signature. This Agreement becomes legally binding when Customer signs an Order Form that references and incorporates this Agreement (including its version date).

1.2 Acceptance by Terna

Terna accepts the Order Form and this Agreement upon the earliest of: (a) Terna's countersignature of the Order Form; (b) issuance of an order confirmation or invoice; or (c) commencement of delivery, installation, activation, or provision of the Solution.

1.3 Exclusion of Customer Terms ("Battle of Forms")

Any terms or conditions contained in Customer purchase orders, supplier portals, procurement platforms or other Customer documentation are expressly rejected and will not supersede, modify or supplement this Agreement, the applicable Order Form or any TERNA terms incorporated by reference. No such Customer document shall be binding on Terna or have any legal effect, unless and only to the extent expressly agreed in writing by an authorized representative of Terna.

2. DEFINITIONS

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means ownership of more than fifty percent (50%) of the voting rights or the power to direct management.

"Aggregated Data" means anonymized and aggregated statistical data derived from the use, operation or performance of the Products, Software or Connected Services, provided that such data does not identify Customer, its Authorized Users or any individual.

"Authorized Partner" means a distributor, reseller, installer, service partner or other third party authorized by Terna to market, sell, install, support or service the Products, Software or Connected Services.

"Authorized Users" means individuals, including employees, consultants, contractors or other person authorized by Customer to use the Software or Connected Services for Customer's internal business purposes and within the scope of this Agreement and the applicable Order Form. Each Authorized User must be identified by a unique account that cannot be shared. The Authorized User is responsible for the security and confidentiality of the information accessed in the Software.

"Cloud Services" means hosted, online, web, mobile, data-hosting, file-handling, file-conversion, synchronization, remote-access, support-portal, account-management or similar cloud-enabled features made available by Terna in connection with the TERNA3D™ solution.

"Connected Services" means Cloud Services, RTK Services, support services, remote diagnostics, remote support, update delivery, hosting, file handling, data synchronization, web/mobile service functionality and other online or service-based functionality made available by Terna in connection with the Products or Software.

"CPI" means the Swedish Consumer Price Index (Konsumentprisindex) as published by Statistics Sweden (SCB).

"Customer Data" means data submitted to the Software or Connected Services by Customer or Authorized Users, or data generated from Customer's machinery or operations through use of the Solution, excluding Aggregated Data, Terna IP, Third-Party Components and any component of the Solution or material provided by or on behalf of Terna.

"Delivery" means delivery of Hardware to Customer, Customer's carrier, the Installation Site, an Authorized Partner or another delivery point stated in the Order Form.

"Documentation" means user guides, safeguarding procedures, installation instructions, release notes, product specifications, technical documentation, safety instructions, support policies and other materials Terna provides or makes available for the Products, Software or Connected Services.

"DPA" means a data processing agreement entered into between the Parties if required under applicable data protection law for processing of personal data by Terna on Customer's behalf.

"External Dependencies" means systems, infrastructure, services, equipment, signals, data sources, environments and circumstances not controlled by Terna, including GNSS, RTK and Network RTK services, correction data, satellites, telecommunications networks, wireless networks, internet connectivity, cloud infrastructure, app stores, operating systems, machinery, attachments, sensors not supplied by Terna, site conditions, geodata, machine-control models, design files, third-party integrations and Customer systems.

"Fees" means the fees, prices, charges and other amounts payable by Customer under an Order Form or this Agreement.

"Firmware" means software, code or embedded logic installed on, contained in or operating with Hardware.

"Hardware" means Terna-branded hardware and physical components supplied under an Order Form, including sensors, tablets, antennas, receivers, cables, brackets and other physical equipment, excluding Software, Firmware, Documentation and Third-Party Components unless the Order Form expressly states otherwise.

"Included Services" means the Support Services, RTK Services, Cloud Services, file handling, web/mobile functionality, remote access or remote support functionality, and generally available Software and Firmware Updates that Terna makes available during the Included Services Period for the applicable TERNA3D™ product and support level, excluding separately priced modules, new product generations or services not expressly included in the Order Form.

"Included Services Period" means the initial period of twelve (12) months during which Terna provides the Included Services at no additional charge, unless the Order Form states a different period.

"Included Services Start Date" means the earliest of: (a) activation of the applicable Software or Connected Services; (b) Acceptance under Section 6; or (c) Delivery of the applicable Hardware if Terna is not providing installation or activation. If activation or Acceptance is delayed due to Customer, the Included Services Start Date will not be later than thirty (30) days after Delivery unless Terna agrees otherwise in writing.

"Installation Site" means the site, machine, project or other location specified in the applicable Order Form where Terna or an Authorized Partner will install or calibrate the Products or Software, if installation or calibration is included.

"Issue" means a reproducible malfunction of the Software or Connected Services in the production environment that materially affects Customer's use of the Products, Software or Connected Services in accordance with the Documentation. Requests for information, training, configuration assistance or new features are not Issues unless otherwise agreed in writing.

"Locally Installed Software" means Terna software installed locally on Customer devices, machinery, computers, tablets, controllers or other local environments, excluding Cloud Services.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, ransomware, malware or other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means a quotation, order form, order confirmation, statement of work or similar document accepted by Terna that specifies the Products, Software, license scope, fees, delivery, installation, Included Services, Support Agreement or other commercial terms.

"Privacy Policy" means Terna's current privacy policy published on Terna's website.

"Products" means Hardware supplied under an Order Form. Software, Firmware and Documentation are licensed or provided with Products but are not themselves sold as Products unless mandatory law requires otherwise.

"RMA" means Terna's return material authorization process or other return procedure communicated by Terna for warranty handling, repair, replacement, inspection, return or recycling.

"RTK Services" means real-time kinematic correction services, Network RTK access, correction data access, NTRIP or similar positioning-correction functionality made available by Terna or through Terna-authorized service arrangements in connection with the TERNA3D™ solution.

"Software" means Terna's proprietary TERNA3D™ software, including Firmware, Locally Installed Software, web applications, mobile applications, portals, cloud-access software, downloadable components, connectors, APIs, application modules, Updates, patches, bug fixes, upgrades and related software materials provided by Terna, in object-code or executable form only, excluding Third-Party Components.

"Solution" means the TERNA3D™ machine-control solution consisting of the applicable Products, Software, Documentation, installation, calibration, Included Services, Support Agreement and Connected Services ordered by Customer.

"Support Agreement" means a paid support, maintenance, RTK, cloud, file-handling, update, upgrade, connected-services, extended-warranty or similar agreement, plan or order ordered by Customer and accepted by Terna for periods after the Included Services Period or for services outside the Included Services.

"Support Documentation" means support guidelines, service descriptions, service levels, support procedures, RMA procedures, lifecycle policies or other support-related documentation made available by Terna from time to time.

"Support Services" means Terna's support, troubleshooting, remote diagnostics, maintenance support, update support, RMA coordination and related support services made available during the Included Services Period or under a valid Support Agreement.

"Terna IP" means the Software, Firmware, Documentation, Cloud Services, RTK Services, Aggregated Data, product designs, configurations, workflows, methods, know-how, inventions, developments, Updates and all intellectual property rights in or to any of the foregoing, excluding Customer Data and, after title has passed, Customer's ownership of the physical Hardware purchased under the applicable Order Form.

"Terms of Use" means Terna's current user-level terms of use published on Terna's website and applicable to individual users of Terna websites, Software, applications and downloadable components.

"Third-Party Components" means third-party software, hardware, open-source software, services, networks, data sources or other materials that are not owned or controlled by Terna.

"Update" means a patch, bug fix, firmware update, security update, maintenance release, new version, upgrade or modification of Software made available by Terna.

"Warranty Period" means the applicable warranty period stated in Section 10 or the Order Form.

3. SCOPE OF AGREEMENT

3.1 Purchase-and-License Model

Terna shall sell to Customer the Hardware specified in the applicable Order Form and grant Customer licenses to use the related Software, Firmware and Documentation in accordance with this Agreement, the Order Form and the Documentation. Terna

shall provide Included Services and other Connected Services only to the extent expressly stated in this Agreement, the applicable Order Form or a valid Support Agreement.

3.2 Hardware Sold; Software Licensed

Hardware is sold to Customer as physical goods. Software, Firmware, Documentation, Cloud Services, RTK Services, Updates and other technology or service components are licensed or provided as services and are not sold. No ownership rights in Software, Firmware, Documentation, source code, algorithms, know-how, Cloud Services, RTK Services or other Terna IP are transferred to Customer.

3.3 Included Services; No Subscription Conversion

Unless the applicable Order Form states otherwise, the Solution includes the Included Services for the Included Services Period at no additional charge. After the Included Services Period, Terna has no obligation to provide support, RTK Services, Cloud Services, file handling, web/mobile functionality, hosting, remote access, update delivery, Software upgrades, Firmware upgrades or other Connected Services unless Customer has entered into and maintains a valid Support Agreement. The provision of Included Services or Support Agreement services does not convert this Agreement into a subscription agreement.

3.4 Affiliates

Unless otherwise stated in an Order Form, Customer may allow its Affiliates to use the Products, Software and Included Services solely for Customer's and its Affiliates' internal business purposes, provided Customer remains fully responsible for all obligations under this Agreement and for such Affiliate use.

3.5 No Reliance on Future Functionality

Customer acknowledges that its purchase is not contingent on delivery of any future functionality, feature, release, integration, product roadmap item or product generation, except as expressly stated in a signed Order Form.

4. ORDER FORMS; ORDER OF PRECEDENCE

4.1 Commercial Terms in Order Form

Each Order Form will specify, as applicable: Products and quantities; Software modules and license scope; license metrics; Included Services Period; Support Agreement terms; Fees; invoicing and payment terms; delivery terms; Installation Site; machinery, attachments and prerequisites; installation and calibration scope; warranty variations; and any product-specific, support-specific or service-specific terms.

4.2 Binding Effect

Each Order Form that references this Agreement forms part of this Agreement and is governed by its terms. Additional purchases, licenses, support renewals, upgrades, expansions or changes require a new Order Form, amendment, change order or other written agreement accepted by Terna.

4.3 Order of Precedence

In case of conflict or inconsistency between the documents forming part of this Agreement, the following order of precedence shall apply: (1) the applicable Order Form and any Exhibits referenced therein, but only for commercial terms, product configuration, license scope, Included Services, Support Agreement terms, delivery, installation, pricing, invoicing, payment terms and other transaction-specific terms expressly stated therein; (2) any applicable DPA, solely with respect to the processing of personal data where Terna acts as processor on behalf of Customer; (3) this Agreement; (4) Terna's Terms of Use,

solely with respect to individual user access, account use and user conduct; (5) Terna's Privacy Policy, informational only; and (6) the Documentation.

For clarity, Terna's Terms of Use, Privacy Policy, Documentation, support policies, RMA procedures, lifecycle policies or similar online policies do not override the customer-level commercial, license, warranty, liability or support terms expressly agreed in this Agreement, an applicable Order Form or an applicable Support Agreement, unless this Agreement or the applicable Order Form expressly states otherwise.

4.4 Version Referenced in Order Form

Unless expressly stated otherwise, each additional Order Form is governed by the version of this Agreement referenced in that Order Form. If no version date is referenced, the then-current version made available by Terna as of Terna's acceptance of the Order Form applies.

5. INSTALLATION AND CALIBRATION; SUBCONTRACTORS

5.1 Installation and Calibration

If installation or calibration is included in the applicable Order Form, Terna or an Authorized Partner shall install and calibrate the applicable Hardware and Software on the machinery and at the Installation Site described in the Order Form, provided that the installation prerequisites and site conditions specified in Terna's offer, Documentation and/or the Order Form are fulfilled by Customer and that no circumstances apply which entitle Terna to relief under Section 16 (External Dependencies; Limitations of Responsibility) or Section 25 (Force Majeure).

Installation prerequisites may include, without limitation, availability of electricity, connectivity, physical access to machinery and machine accessories, safe working conditions, availability of Customer personnel, suitable mounting surfaces, compatibility of Customer machinery, and other site-specific conditions communicated by Terna.

5.2 Subcontractors and Partners

Terna may perform installation, calibration, support, RMA handling, training and related services through Authorized Partners, subcontractors or suppliers. Terna remains responsible for their performance under this Agreement to the extent required by this Agreement, except for obligations expressly undertaken directly by an Authorized Partner under a separate agreement with Customer.

5.3 Customer Cooperation and Site Conditions

Customer shall provide, at its own cost, all access, facilities, utilities, and cooperation reasonably required for installation, calibration, and operation of the Solution, and shall ensure that its machinery and site conditions are safe, suitable, and compliant with applicable laws and regulations.

Customer acknowledges that failure to meet these obligations may result in delay, interruption, or inability to perform installation or calibration, without constituting a breach by Terna.

5.4 Failure to Meet Installation Prerequisites; Rescheduling

If installation or calibration is delayed, prevented, interrupted or must be rescheduled due to Customer's failure to meet prerequisites or provide required access, utilities, site conditions or cooperation; circumstances relating to External Dependencies; or a Force Majeure event, Terna shall not be liable for such delay or failure. Terna may reschedule installation or calibration at its next available time slot and invoice Customer for reasonable additional costs incurred as a result of the delay, interruption or rescheduling, except where prohibited by applicable law.

6. ACCEPTANCE

6.1 Acceptance Event

If Terna is responsible for installation and initial calibration, Acceptance occurs upon completion of installation and initial calibration of the applicable Hardware and Software ("Installation Completion"), provided that the Solution is operational and materially conforms to the Documentation. If installation or calibration is not included, Acceptance occurs upon Delivery of the Hardware, activation of Software or Connected Services, or Customer's first productive use of the Solution, whichever occurs first. Installation Completion may be documented by a written confirmation.

6.2 Nonconformance Notice

Customer must notify Terna in writing of any material nonconformance within five (5) business days after the applicable Acceptance event. A "material nonconformance" means a deviation that substantially prevents Customer from using the ordered Products or Software for their intended purpose in accordance with the Documentation. Minor defects, cosmetic issues, calibration tolerances, measurement variance, External Dependencies, Customer site conditions, Customer machinery, Customer connectivity, operator conduct or Customer actions or omissions do not constitute material nonconformance.

6.3 Deemed Acceptance

If Customer does not provide a timely and valid notice of material nonconformance in accordance with Section 6.2, the applicable Products, Software and services shall be deemed accepted as of the applicable Acceptance event. Use of the Solution after Installation Completion, Delivery or activation shall in any event constitute Acceptance.

6.4 Remedy Prior to Acceptance

For a timely reported and valid material nonconformance notified in accordance with Section 6.2, Terna shall use commercially reasonable efforts to remedy such material nonconformance within a reasonable time.

Pending such remediation, Acceptance shall not be unreasonably withheld, and Acceptance shall occur once the material nonconformance has been remedied or a commercially reasonable workaround has been provided.

6.5 Relationship to Warranty

Upon Acceptance, Customer's sole and exclusive remedies for defects, nonconformities, or deficiencies in the Solution shall be governed exclusively by the warranty provisions set out in Section 14 (Warranties and Disclaimers). Customer acknowledges that the Acceptance process is not intended to serve as a performance guarantee or extended testing period, and that Acceptance shall not be reopened or withheld based on matters that fall within the scope of the applicable warranties.

Updates, patches, or improvements deployed after Acceptance shall not reset or affect Acceptance or create a new acceptance event unless expressly agreed in an applicable Order Form.

7. HARDWARE SALE; TITLE; RISK; INSPECTION; RETURNS

7.1 Hardware Sale

Subject to payment of all applicable Fees and compliance with this Agreement, Terna sells to Customer the Hardware specified in the applicable Order Form. Hardware is sold only in the quantities, configurations and locations stated in the Order Form.

7.2 Title to Hardware

Title to Hardware transfers to Customer only after Terna has received full payment of all amounts due for the applicable Hardware and related taxes, duties and charges. Until title transfers, Customer shall keep the Hardware identifiable, adequately insured, in good condition and free of liens or encumbrances. This retention-of-title clause applies to the maximum extent permitted by applicable law.

7.3 Title to Software and Terna IP

No title or ownership in Software, Firmware, Documentation, Cloud Services, RTK Services, Updates or Terna IP transfers to Customer. Any reference to purchase or sale applies only to Hardware, unless mandatory law requires otherwise.

7.4 Delivery and Risk of Loss

Delivery terms shall be stated in the Order Form. If no delivery term is stated, Delivery occurs when Terna makes the Hardware available for collection by Customer or the first carrier at Terna's designated facility or warehouse. Risk of loss of or damage to Hardware passes to Customer upon Delivery, unless the Order Form states otherwise. The Parties should specify an Incoterms 2020 rule and named place in the Order Form for international shipments.

7.5 Inspection and Visible Damage

Customer shall inspect packaging and Hardware promptly upon receipt. Visible transport damage must be noted with the carrier at delivery and notified to Terna without undue delay, together with available documentation and carrier references. Customer shall notify Terna in writing of incorrect quantities, incorrect items or visible nonconformity within five (5) business days after receipt. If Customer keeps the Hardware without timely notice, the delivery is deemed accepted, without prejudice to any valid warranty claim for hidden defects notified within the Warranty Period.

7.6 Returns and RMA

Hardware may be returned only with Terna's prior written authorization and in accordance with Terna's then-current RMA procedures. Customer is responsible for proper packaging, removal of non-Terna accessories, backup of data, deletion of personal or confidential data where appropriate, and risk and cost of return shipment unless Terna agrees otherwise in writing or mandatory law requires otherwise.

7.7 Environmental, WEEE and Disposal

Customer shall use, store, transport and dispose of Products in accordance with Documentation and applicable environmental, waste, battery, packaging, electronic equipment and hazardous-substance laws. If Customer resells, imports, exports, private-labels, incorporates Products into other equipment, distributes Products outside the original country of supply or otherwise becomes a producer, importer or distributor under applicable WEEE or similar laws, Customer is responsible for resulting registration, marking, take-back, reporting, recycling, disposal and financing obligations, unless mandatory law places responsibility on Terna and cannot be varied by contract.

8. RISK, INSURANCE, AND DAMAGE

8.1 Insurance

Customer shall maintain insurance appropriate for the value, use, transport, installation and operation of the Hardware after risk of loss has passed to Customer and, where title has not yet transferred, shall ensure that Terna's ownership interest is not prejudiced. Any insurance maintained by Terna is for Terna's own

benefit only and does not limit Customer's obligations or liability under this Agreement.

8.2 Customer Responsibility for Loss or Damage

Customer is responsible for loss of or damage to Hardware occurring after risk has passed to Customer, including loss or damage caused by misuse, improper handling, accident, negligence, environmental exposure outside specifications, unauthorized modification, relocation, installation or use, failure to comply with Documentation, or Customer machinery, attachments, site conditions or personnel. Customer is not liable to the extent loss or damage is caused by Terna's gross negligence or wilful misconduct.

8.3 Incident Reporting and Cooperation

Customer shall promptly notify Terna in writing of any theft, loss, accident, transport damage, suspected defect or material damage affecting Hardware before title has transferred or while a warranty, RMA or Support Agreement matter is being handled, and shall reasonably cooperate with Terna in any investigation, mitigation, recovery, repair, replacement or insurance-related process.

9. SOFTWARE LICENSE; AUTHORIZED USERS; RESTRICTIONS

9.1 Software License

Subject to Customer's payment of all applicable Fees and compliance with this Agreement, Terna grants Customer a limited, non-exclusive, non-sublicensable and non-transferable license to permit Authorized Users to use the Software in object-code form solely for Customer's internal business purposes, only with the applicable Products or authorized Terna environment, and only within the scope, license metrics, modules, territory, machinery, sites and users stated in the Order Form and Documentation.

9.2 Default Perpetual License for Delivered Embedded and Local Software

Unless the Order Form states otherwise, the license for Firmware embedded in or delivered for purchased Hardware and locally installed Software delivered with purchased Hardware is perpetual for the version delivered with that Hardware and for any Updates lawfully made available for that Hardware during the Included Services Period or an active Support Agreement. The perpetual license is subject to Customer's compliance with this Agreement and may be terminated for breach in accordance with Section 26.

9.3 License Limited to Software; Connected Services Not Perpetual

A perpetual or paid-up Software license does not grant perpetual access to Connected Services, RTK Services, Cloud Services, file handling, hosting, web/mobile functionality, remote support, support portals, maintenance, update delivery, future Updates, third-party services or new modules. Those items are provided only during the Included Services Period or a valid Support Agreement, unless Terna expressly agrees otherwise in writing.

9.4 Authorized Users and Account Control

Customer is responsible for all access to and use of the Software and Connected Services by Authorized Users and for their compliance with this Agreement. Customer shall ensure that login credentials are kept confidential and not shared. Contractors, consultants and other non-employees may access the Software only if bound by confidentiality and use restrictions no less protective than this Agreement and only to support Customer's internal business purposes. Customer shall promptly notify Terna of any unauthorized access or security breach.

9.5 Use Restrictions

Customer shall not, and shall not permit any Authorized User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to derive source code, algorithms, file formats, interfaces or underlying ideas except to the limited extent mandatory law expressly permits; (b) create derivative works based on Software or Documentation; (c) copy, frame or mirror Software except as expressly permitted for Customer's internal business purposes; (d) sell, resell, rent, lease, sublicense, distribute, host, outsource, timeshare or otherwise make Software available to any third party; (e) separate Firmware from Hardware or install it on unauthorized hardware; (f) bypass license keys, usage limits, security features or access controls; (g) use Software to develop, train, benchmark or improve a competing product or service; (h) publish benchmarks, performance results, accuracy tests or competitive analyses without Terna's prior written consent; (i) allow access by unauthorized users; (j) use Software to store or transmit unlawful, infringing, defamatory or privacy-violating material; (k) introduce Malicious Code; (l) interfere with or disrupt the integrity, security or performance of Software or related systems or networks; or (m) use the Software in High-Risk Activities.

9.6 Terms of Use and Online Terms

Individual users' access to and use of the Software, mobile applications, web applications, portals, downloadable components, Connected Services and other user-facing TERNAS3D™ functionality are subject to Terna's then-current Terms of Use and other applicable Documentation, support policies, RMA procedures, lifecycle policies, security procedures, product instructions and operational or product-related policies ("Online Terms"). Customer shall ensure that all Authorized Users accept and comply with the applicable Online Terms.

Terna may update the Online Terms from time to time. The then-current Online Terms apply to Customer's and Authorized Users' use of the Products, Software, Connected Services and Support Services, subject to the order of precedence in Section 4.3. Terna may require acceptance of updated Online Terms by click-through, login prompt, written confirmation or continued use after notice. If Customer or an Authorized User does not accept applicable Online Terms, Terna may suspend or restrict the affected access or services to the extent reasonably necessary.

The Online Terms govern user conduct, operational procedures and product/service use only. They do not amend or override this Agreement or an active Order Form, and they will not materially reduce Customer's customer-level commercial, license, warranty, liability, payment or support rights unless Customer agrees, the update applies to a renewal, new Order Form, new Support Agreement or newly ordered service, or the update is reasonably required for security, safety, legal compliance, third-party requirements, technical compatibility, continued supportability or prevention of misuse.

Terna's Privacy Policy is provided for transparency regarding Terna's processing of personal data. Customer acknowledges that Terna may update the Privacy Policy from time to time and shall ensure that Authorized Users are informed of the then-current Privacy Policy where required. The Privacy Policy does not amend or override this Agreement, any Order Form or any applicable DPA.

9.7 Suspension of Individual User Access

Terna may suspend or revoke an individual Authorized User's access to Software or Connected Services for violation of the Terms of Use, Documentation, security requirements, applicable

law or this Agreement without this constituting a breach of this Agreement. Such suspension or revocation shall not, by itself, terminate an Order Form or relieve Customer of payment obligations.

9.8 Transfer of Purchased Hardware and Associated License

Customer may not assign or transfer Software separately from the Hardware. Customer may transfer purchased Hardware to a third party only if all amounts for that Hardware are paid in full, the transfer is lawful, Customer transfers all related Software copies and license materials with the Hardware, Customer retains no copies, and the transferee accepts Terna's then-current license terms. Terna may require prior written notice or consent for transfers involving competitors, resellers, export-controlled destinations or transfers outside the territory stated in the Order Form.

9.9 Mandatory-Law Reverse Engineering

If mandatory law permits Customer to undertake acts otherwise restricted by this Section 9, Customer shall first provide Terna with written notice and sufficient information to allow Terna to provide the necessary information on commercially reasonable terms, unless such notice requirement is prohibited by mandatory law.

10. SUPPORT; UPDATES; MAINTENANCE

10.1 Included Services Period

Unless the Order Form states otherwise, Terna will provide the Included Services for twelve (12) months from the Included Services Start Date at no additional charge. The Included Services Period applies separately to each purchased TERNA3D™ hardware unit or system unless the Order Form states otherwise.

10.2 Support

During the Included Services Period and any active Support Agreement, Terna shall provide support for the applicable Software and Connected Services as described in the applicable Order Form, Support Agreement and/or any referenced support or service level exhibit. In the absence of expressly agreed service levels, Terna shall use commercially reasonable efforts to correct or provide a workaround for reproducible errors attributable to Terna that materially affect Customer's use of the Software in accordance with the Documentation.

10.3 RTK, Cloud, File Handling and Connected Services

RTK Services, Cloud Services, file handling, web/mobile functionality, remote access, hosting and other Connected Services are provided only during the Included Services Period or under a valid Support Agreement covering the applicable Products, Software and service scope. Terna has no obligation to provide such services after expiry of the Included Services Period unless Customer has entered into and remains in compliance with a valid Support Agreement.

10.4 Updates and Upgrades

During the Included Services Period and any active Support Agreement, Terna will make available such Software and Firmware Updates as Terna generally makes available for the applicable TERNA3D™ product and support level. Updates may modify, enhance, remove or replace functionality and may be deployed automatically or as part of scheduled maintenance. Terna does not warrant or commit to delivering any specific future functionality, feature or enhancement unless expressly agreed in an applicable Order Form.

10.5 Critical and Required Updates

Terna may provide critical security, safety, compliance or operational Updates outside an active Support Agreement at its discretion or where required by applicable law. Terna may require installation of Updates necessary for safety, cybersecurity, legal compliance, interoperability, supportability or continued access to Connected Services. Failure to install required Updates may limit support, invalidate warranty for affected issues or permit suspension of affected Connected Services where reasonably necessary.

10.6 Support Cooperation and Remote Access

Customer shall promptly notify Terna of suspected errors via the support channels specified by Terna and shall provide information, data, logs, system outputs, operating conditions, remote access where agreed, machinery access and reasonable cooperation requested by Terna to reproduce, analyze and address the issue. If remote support, monitoring or diagnostics are provided, Customer authorizes Terna and Authorized Partners to access relevant Software, diagnostics, logs, machine data and Customer Data to the extent reasonably necessary to provide support, maintenance, security, troubleshooting, Updates and service improvement, subject to confidentiality and applicable data protection requirements.

10.7 Hardware Maintenance and RMA

During the applicable Warranty Period or any active Support Agreement that expressly includes hardware maintenance, Terna may repair or replace defective Hardware in accordance with Section 14, the applicable Order Form and Terna's RMA procedures. Terna has no obligation to repair or replace Hardware to the extent defects or damage result from misuse, accident, negligence, unauthorized modification, failure to follow Documentation, environmental conditions outside specifications, Customer machinery or circumstances for which Terna is not responsible.

10.8 End of Support; Data Access After Service Expiry

Terna may discontinue support for older Software versions, Hardware generations, operating systems, integrations, APIs, mobile platforms or third-party dependencies in accordance with its lifecycle policies or reasonable business practice. If the Included Services Period or Support Agreement expires or is terminated, Customer may lose access to Cloud Services, file handling, hosted Customer Data, account features, portals, RTK Services and other Connected Services. Customer is responsible for exporting or backing up Customer Data before expiration or termination. Terna may delete or disable access to hosted Customer Data in accordance with Documentation, applicable law and any DPA.

11. FEES, INVOICING, PAYMENT; INDEXATION; SUSPENSION

11.1 Fees

Customer shall pay the Fees specified in the applicable Order Form. Unless expressly stated otherwise, Fees for Hardware, Software licenses, installation, calibration, training, Support Agreements, RTK Services, Cloud Services, file handling, web/mobile functionality, Updates and other Connected Services shall be specified in the applicable Order Form.

11.2 Invoicing and Payment

Terna will invoice Customer in accordance with the applicable Order Form. Unless otherwise agreed in the Order Form, invoices are payable net thirty (30) days from the invoice date in the currency stated on the invoice. Customer shall pay all undisputed

amounts in full without deduction, withholding or set-off, except to the extent required by mandatory law.

11.3 Taxes

All Fees exclude VAT, sales tax, customs duties, import charges, export charges, withholding taxes, freight, insurance, transportation, storage, bank charges and similar taxes, duties, charges or costs. Customer is responsible for all such amounts, excluding taxes based on Terna's net income. If Customer is required by law to withhold any amount from a payment to Terna, Customer shall increase the payment as necessary so that Terna receives the full amount it would have received absent such withholding, unless prohibited by applicable law.

11.4 Late Payment

If Customer fails to pay any undisputed amount when due, Terna may charge interest on the overdue amount in accordance with the Swedish Interest Act (räntelagen) or the maximum rate permitted by applicable law, whichever is lower if mandatory law so requires. Customer shall reimburse Terna for reasonable costs incurred in collecting overdue amounts, including reasonable legal fees, collection costs and administrative costs.

11.5 Indexation (Annual Fee Adjustment)

Unless otherwise stated in the Order Form, one-time Fees for accepted Hardware purchases and perpetual licenses for delivered Software and Firmware are fixed for the applicable accepted Order Form and are not subject to indexation after acceptance of that Order Form. Fees for Support Agreements, RTK Services, Cloud Services, file handling, web/mobile functionality, update delivery and other recurring or renewable Connected Services may be adjusted annually in line with CPI for the most recent available twelve (12) month period or in accordance with Terna's then-current standard pricing for the applicable service, as stated in the applicable Order Form or Support Agreement.

11.6 Credit Assurance

Terna may require advance payment, a deposit, payment guarantee, letter of credit or other reasonable security if Terna has reasonable grounds to believe Customer may not meet its payment obligations, if Customer is late in payment or if the applicable Order Form involves customized Hardware, special procurement, export/import risk or significant third-party costs.

11.7 Suspension for Non-Payment

If Customer fails to pay any undisputed overdue amount and does not cure such failure within ten (10) days after written notice from Terna, Terna may suspend, withhold or delay, in whole or in part, shipment, delivery, installation, activation, support, RTK Services, Cloud Services, file handling, web/mobile functionality, Software or Firmware Updates, account access, Support Agreement services, Connected Services or performance under any Order Form until all overdue amounts are paid. Suspension under this Section does not relieve Customer of its payment obligations.

11.8 No Offset Against Hardware Ownership or Perpetual License

Expiry of the Included Services Period or non-renewal of a Support Agreement does not, by itself, terminate Customer's ownership of fully paid Hardware or Customer's perpetual license to use the version of the Software and Firmware lawfully delivered and paid for under this Agreement. However, functionality dependent on support, RTK Services, Cloud Services, file handling, web/mobile functionality, Updates or other Connected Services may cease or operate with reduced functionality.

12. CONFIDENTIALITY

12.1 Confidential Information

"Confidential Information" means non-public information disclosed by a Party that is designated confidential or should reasonably be understood to be confidential given its nature and circumstances. Customer Data is Customer's Confidential Information. The Solution, including Software, Firmware, Hardware designs, Documentation, pricing, technical information, security information, product roadmaps and Terna IP, is Terna's Confidential Information. The existence of the commercial relationship between the Parties and Customer's status as a customer of Terna shall not constitute Confidential Information unless expressly agreed otherwise.

12.2 Protection

The receiving Party will protect Confidential Information using at least reasonable care and will disclose it only to personnel, Affiliates, advisors, subcontractors, Authorized Partners and contractors who need to know for purposes of this Agreement and are bound by confidentiality obligations no less protective than this Agreement.

12.3 Exclusions

Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed without use of Confidential Information, or lawfully received from a third party without restriction.

12.4 Compelled Disclosure

A Party may disclose Confidential Information if compelled by law, court order or governmental authority, provided it gives prior notice where legally permitted and reasonable assistance to contest or limit the disclosure.

13. DATA PROTECTION; SECURITY

13.1 DPA

If personal data is processed by Terna on Customer's behalf as processor, the Parties shall enter into a DPA as required by applicable law. The DPA shall govern such processing in accordance with Section 4.3.

13.2 Privacy Policy and Roles

Information regarding Terna's processing of personal data where Terna acts as controller, including website, business-contact, order administration, support administration, marketing and related processing, is described in Terna's Privacy Policy, which is incorporated by reference for informational purposes only. Customer is responsible for determining whether Customer Data contains personal data and for providing required notices and obtaining required rights, consents or other legal bases for Customer's use of the Products, Software and Connected Services.

13.3 Security

Terna will maintain appropriate technical and organizational measures to protect Customer Data under Terna's control against unauthorized access, consistent with industry practice for similar services and taking into account the nature of the processing and risks. Customer is responsible for security of Customer systems, credentials, local networks, devices, backups, access rights and Authorized User conduct.

13.4 Telemetry and Diagnostics

Customer acknowledges that the Solution may generate or transmit diagnostics, telemetry, device identifiers, network identifiers,

product serial numbers, Software and Firmware versions, support logs, machine data, positioning data, usage data and error data for support, security, warranty, service delivery, product improvement and legal compliance purposes, as further described in Documentation, the Privacy Policy, a DPA or an Order Form.

14. WARRANTIES; DISCLAIMER

14.1 Hardware Limited Warranty

Unless the Order Form states otherwise, Terna warrants that Terna-branded Hardware will, for twenty-four (24) months from Delivery, materially conform to the applicable Documentation under normal use in accordance with the Documentation. This warranty applies only to Hardware supplied by Terna and excludes consumables, batteries and Third-Party Components unless expressly stated otherwise.

14.2 Software Conformity

Unless the Order Form states otherwise, Terna warrants that, for 12 months from the Included Services Start Date, the delivered Software will materially perform in accordance with the applicable Documentation under normal use and supported environments. Terna does not warrant that Software, Cloud Services, RTK Services or other Connected Services will be uninterrupted, error-free or compatible with all Customer systems, machinery, data, networks or third-party services.

14.3 Services Warranty

Terna warrants that installation, calibration, Included Services and services under a Support Agreement will be performed with reasonable skill and care. Support services are intended to assist Customer and do not extend, renew or modify the scope or duration of any warranty unless expressly stated in an Order Form.

14.4 Exclusive Remedy

Customer's exclusive remedy for breach of Sections 14.1-14.3 is that Terna will use commercially reasonable efforts, at Terna's option, to repair or replace defective Hardware, correct or provide a workaround for material Software nonconformity, re-perform deficient services, or credit or refund the portion of Fees paid for the affected item or service. If correction is not commercially practicable within a reasonable time, either Party may terminate the affected Order Form or affected portion and Terna will refund prepaid, unused Fees for the terminated remainder, if any.

14.5 Warranty Exclusions

Warranties do not apply to issues caused by misuse, abuse, negligence, accident, unauthorized installation, repair, modification or maintenance, use outside Documentation or agreed scope, Customer machinery, attachments, systems, data, models, coordinate systems or site conditions, External Dependencies, failure to install required Updates, unsupported versions or environments, normal wear and tear, cosmetic damage that does not affect function, Force Majeure, or third-party products or services not provided by Terna.

14.6 Third-Party Components

Third-Party Components may be subject to third-party warranties, disclaimers or service terms. Terna passes through third-party warranties only to the extent Terna is permitted to do so and does not provide separate warranties for Third-Party Components unless expressly stated in the Order Form.

14.7 Disclaimer

Except as expressly stated in this Agreement or an Order Form, and to the maximum extent permitted by Swedish law, the Products, Software, Connected Services, Included Services,

Support Agreements and Documentation are provided "as is" and "as available", and Terna disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, uninterrupted operation and error-free performance.

15. AGGREGATED DATA; ANALYTICS

15.1 Aggregated Data

Terna owns anonymized and aggregated statistical data derived from the use, operation and performance of the Products, Software and Connected Services ("Aggregated Data"), provided such Aggregated Data does not identify Customer, its Authorized Users or any individual.

15.2 Permitted Use

Terna may collect, create, use and disclose Aggregated Data for analytics, benchmarking, development, product improvement, safety, quality assurance, service improvement and other business purposes, without breaching confidentiality obligations.

16. EXTERNAL DEPENDENCIES; LIMITATIONS OF RESPONSIBILITY (PERFORMANCE)

16.1 External Dependencies

Customer acknowledges that the Solution relies on and interacts with external systems, infrastructure and conditions not controlled by Terna, including satellite systems, GNSS, RTK and Network RTK services and correction data; telecommunications networks, mobile data networks, radio links and internet connectivity; cloud hosting platforms and third-party service providers; app stores and operating systems; Customer machinery, sensors, attachments, site conditions, power supply, environmental conditions, geodata, machine-control models, design files, coordinate systems and operator behaviour.

16.2 No Guarantee of Continuous Availability or Accuracy

Terna does not warrant or guarantee uninterrupted availability, continuous connectivity, exact positioning accuracy, continuous RTK correction availability, data transmission, cloud availability or error-free operation of the Solution where performance is affected by External Dependencies. Variations in positioning accuracy, latency, calibration results, availability or performance caused by External Dependencies, environmental factors or site-specific conditions shall not constitute a defect, nonconformance or breach of this Agreement.

16.3 Allocation of Responsibility

Terna shall not be responsible or liable for any failure, delay, inaccuracy, interruption or degradation of the Solution to the extent caused by External Dependencies; Force Majeure events under Section 25; Customer site conditions, machinery, power supply, connectivity, data, files, models or failure to meet installation or operating prerequisites; or Customer's use of the Solution outside the Documentation or agreed scope.

16.4 No Operational or Production Guarantee

The Solution is a decision-support and measurement tool and does not replace professional judgment, site verification, operator training, safety controls or operational controls. Terna does not guarantee any specific operational, financial, production, accuracy, fuel, material, labour, environmental or commercial outcomes.

16.5 Customer Verification and Operational Responsibility

Customer remains solely responsible for verifying measurements, positioning data, coordinates, slopes, models, design files, settings, calibration, outputs and results generated by the Solution before, during and after use, and for determining appropriate operational

actions. Terna shall not be responsible or liable for any loss, damage or cost arising from Customer's reliance on outputs or results without appropriate verification or from errors in Customer machinery, operations, data or personnel, even where such errors may be related to use of the Solution.

17. HIGH-RISK ACTIVITIES, COMPLIANCE

17.1 High-Risk Activities

The Solution is not designed, manufactured or intended for use in life-critical, safety-critical or hazardous applications where failure or malfunction could reasonably be expected to result in death, personal injury or severe physical or environmental damage ("High-Risk Activities"). High-Risk Activities include, without limitation, use in life support systems, medical or emergency systems, autonomous or remotely controlled vehicles or machinery without appropriate human supervision, nuclear facilities, weapons systems, aviation, hazardous materials handling or other applications requiring fail-safe performance.

17.2 Prohibited High-Risk Use

Customer shall not use, and shall not permit any third party to use, the Products, Software or Connected Services for High-Risk Activities. Terna disclaims any liability arising from use of the Solution in violation of this section.

17.3 General Compliance

Customer shall comply with all applicable laws and regulations relating to its purchase, installation, export, import, use, operation, storage, transfer and disposal of Products, Software and Connected Services, including laws relating to machine operation, occupational health and safety, data protection, anti-bribery, export controls, sanctions, environmental protection and electronic equipment.

17.4 Export Controls and Sanctions

Customer shall comply with applicable export, re-export, import, sanctions and trade-control laws and shall not export, re-export, transfer, divert, disclose or use Products, Software, Documentation or technical information contrary to such laws. Customer represents that it is not located in, organized under the laws of, or owned or controlled by a person or entity subject to sanctions or trade restrictions that would prohibit supply by Terna.

17.5 Anti-Bribery

Each party shall comply with applicable anti-bribery, anti-corruption and anti-money-laundering laws.

18. THIRD-PARTY APPLICATIONS AND SUBCONTRACTORS

18.1 Terna Subcontractors and Suppliers

Terna may use Affiliates, Authorized Partners, subcontractors, suppliers and service providers to provide, deliver, install, calibrate, host, support, maintain, repair, replace or improve the Products, Software and Connected Services, and may disclose Customer Data to them to the extent reasonably necessary, provided they are bound by confidentiality obligations no less protective than those set out in this Agreement.

18.2 Customer-Enabled Third-Party Apps and Services

Any third-party applications, services, integrations, cloud services, geodata, file formats, cellular subscriptions, app stores, operating systems, RTK providers, machine systems or other third-party components enabled, provided or selected by Customer are Customer's responsibility and are governed by the third party's terms. Terna is not responsible for third-party systems or services not controlled by Terna.

18.3 Authorized Partners and Distributors

If Customer purchases Products from or through an Authorized Partner, the Authorized Partner may be responsible for pricing, payment, delivery, installation, local support or local warranty handling as stated in the partner agreement or Order Form. This Agreement continues to govern Customer's license to use Software and any obligations owed directly to Terna.

19. INTELLECTUAL PROPERTY; FEEDBACK

19.1 Terna IP

Terna and its licensors retain all rights, title and interest in and to Terna IP. No rights are granted to Customer except as expressly stated in this Agreement and the applicable Order Form.

19.2 Customer Data

Customer retains ownership of Customer Data. Customer grants Terna a non-exclusive right to process Customer Data to provide, secure, support, maintain, troubleshoot and improve the Products, Software, Included Services, Support Agreements and Connected Services, and as otherwise permitted by this Agreement, the Order Form, a DPA or applicable law.

19.3 No Implied Rights

Customer receives only the rights expressly granted in this Agreement and the applicable Order Form. All rights not expressly granted are reserved by Terna and its licensors.

19.4 Feedback

Customer grants Terna a royalty-free, worldwide, irrevocable license to use feedback, ideas, suggestions, enhancement requests or recommendations to improve the Solution or develop other products or services, provided Terna does not disclose Customer Confidential Information.

20. IP INFRINGEMENT INDEMNITY (SOFTWARE AND TERNA-BRANDED HARDWARE)

20.1 Terna Indemnity

Terna shall defend and indemnify Customer against third-party claims alleging that Customer's authorized use of Terna Software or Terna-branded Hardware, as delivered by Terna and used in accordance with this Agreement, infringes third-party intellectual property rights, and shall pay damages finally awarded or agreed in settlement, provided Customer promptly notifies Terna, allows Terna to control the defence and settlement, and provides reasonable assistance.

20.2 Remedies

If infringement is established or Terna reasonably believes it may occur, Terna may: (a) procure the right to continue use; (b) replace the infringing portion with a non-infringing equivalent; (c) modify the affected item to be non-infringing without materially reducing core functionality; or (d) terminate the affected rights and refund prepaid, unused Fees for the affected item or service, less reasonable depreciation or use value where applicable.

20.3 Exclusions

Terna has no obligation for claims arising from: (a) Customer Data, design files, models, geodata or Customer materials; (b) Customer modifications or unauthorized repairs; (c) combination with non-Terna products, services or data not specified by Terna; (d) use outside the Documentation, Order Form or agreed scope; (e) Customer's failure to use Updates that would avoid infringement; or (f) Third-Party Components not controlled by Terna.

20.4 Sole Remedy

This Section states Terna's sole liability and Customer's sole remedy for third-party intellectual property infringement claims.

21. CUSTOMER INDEMNITY

Customer shall defend and indemnify Terna against third-party claims arising from Customer Data, Customer machinery or site operations, Customer's unlawful use of the Solution, High-Risk Activities, Customer-enabled third-party applications or services, Customer modifications or combinations, Customer's breach of law, or Customer's breach of license restrictions, subject to Terna's prompt notice and Customer's control of the defence, with the condition that any settlement releases Terna unconditionally and imposes no non-monetary obligation on Terna without Terna's prior written consent.

22. PUBLICITY; REFERENCES; BENCHMARKING

22.1 Customer Reference Right (Baseline)

Customer grants Terna a non-exclusive, royalty-free, perpetual right to identify Customer as a customer of Terna and the TERNA3D™ Solution in Terna's marketing, sales, and investor materials, including by use of Customer's name and logo on Terna's website, presentations, proposals, customer reference lists, and similar materials.

This right survives expiration or termination of this Agreement unless Customer requests removal for reasonable cause under Section 22.5.

22.2 Case Studies; Press Releases; Testimonials (Approval Required)

Any public case study, press release, customer quote/testimonial, video, or other marketing content that includes (i) Customer Confidential Information, (ii) commercial terms, or (iii) operational details beyond the fact of the relationship and a high-level description of the Solution, requires Customer's prior written approval.

22.3 Approval Process

Terna shall submit draft materials requiring approval to Customer's designated contact. Customer shall respond within ten (10) business days. If Customer does not respond within that period, the material shall be deemed approved provided that it does not include Customer Confidential Information, pricing, or performance/benchmarking results.

22.4 Benchmarking

Customer shall not publish benchmarking, performance testing, accuracy testing, security testing or competitive analysis results relating to the Products, Software or Connected Services without Terna's prior written consent.

22.5 Trademark Use Guidelines and Removal for Cause

Each Party shall use the other Party's trademarks and logo substantially in accordance with brand guidelines provided by the trademark owner. Customer may request removal of its name and logo for reasonable cause, including legal or regulatory requirements or material misuse of brand, in which case Terna will remove them from active marketing channels within a reasonable period not exceeding thirty (30) days, except for materials already in circulation that are not reasonably practicable to retract.

23. SUSPENSION OF PRODUCTS, SOFTWARE AND CONNECTED SERVICES

23.1 Suspension Rights

Terna may suspend Customer's or an Authorized User's access to or use of all or any part of the Software, accounts, Included

Services, Connected Services, RTK Services, Cloud Services, support, update delivery, licensing, shipment, installation or other performance if: (a) Customer fails to pay any undisputed Fee within ten (10) days after receiving written notice of non-payment; (b) Terna reasonably believes Customer is in material breach of this Agreement; (c) Terna reasonably believes Customer's or any Authorized User's actions risk harm to Terna, other customers, any third party, or the security, availability or integrity of any part of the Solution; (d) Terna reasonably believes Customer or any Authorized User has violated or is suspected of violating applicable law, including anti-bribery, sanctions or export-control laws; (e) the Included Services Period or Support Agreement has expired; or (f) suspension is required by law, court order, regulator or third-party provider requirement.

23.2 Notice

Where practicable, Terna will use reasonable efforts to provide Customer with prior written notice of suspension. Immediate action may be taken without prior notice if required to prevent harm to Terna, the Solution, Customer, other customers or a third party, to address security or safety risks, to comply with legal or regulatory requirements, or because the Included Services Period or Support Agreement has expired.

23.3 Cure and Reinstatement

Suspension shall remain in effect until the breach, non-payment, risk, legal concern or other basis for suspension has been remedied to Terna's reasonable satisfaction or until Customer has entered into and remains compliant with a valid Support Agreement where suspension results from expiry of Included Services or support. Terna shall restore access as soon as reasonably practicable after the basis for suspension is resolved.

23.4 Consequences of Suspension

During any period of suspension, Customer remains responsible for all Fees and charges due under this Agreement. Terna shall have no liability to Customer or any third party for any suspension in accordance with this Section. Suspension does not, by itself, reverse Customer's ownership of fully paid Hardware or terminate Customer's perpetual license under Section 9.2, but functionality dependent on Connected Services, accounts, support, RTK Services, Cloud Services, file handling, web/mobile functionality or Updates may cease or operate with reduced functionality.

24. LIMITATION OF LIABILITY

24.1 Exclusion of Indirect and Consequential Loss

To the maximum extent permitted by applicable law, Terna shall not be liable for any indirect, incidental, special, consequential or economic loss, including loss of profits, revenue, production or business opportunity; loss of data or data use; downtime, delay costs or replacement equipment costs; procurement of substitute goods or services; or claims by third parties, arising out of or in connection with this Agreement, the Solution or its use, regardless of the legal theory asserted.

24.2 Liability Cap

Terna's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the total Fees actually paid by Customer to Terna under the applicable Order Form during the twelve (12) months preceding the event giving rise to the claim. For claims relating to a one-time Hardware purchase or perpetual Software license, the cap shall in no event exceed the Fees paid for the affected Hardware or Software giving rise to the claim. Taxes, duties, shipping, insurance, third-party pass-through charges and expenses are excluded from the cap.

24.3 Carve-Outs

The limitations in this Section 24 shall not apply to liability arising from Terna's gross negligence or wilful misconduct, or liability that cannot be excluded or limited under mandatory applicable law.

24.4 Allocation of Risk

The Parties acknowledge that the Fees under this Agreement reflect the allocation of risk set out herein and that, absent these limitations, Terna would not have entered into this Agreement on the same commercial terms.

24.5 Exclusive Remedies

Except as expressly provided in this Agreement, the remedies set out herein are Customer's sole and exclusive remedies for claims arising out of or in connection with the Solution.

25. FORCE MAJEURE (ABT 06 / AB 04 PRINCIPLES)

25.1 Force Majeure

Terna shall not be liable for any delay, deficiency, or failure in performance to the extent caused by an obstacle beyond Terna's reasonable control which Terna could not reasonably have foreseen or avoided (force majeure), consistent with the principles of ABT 06 and AB 04.

25.2 Examples (Non-Exhaustive)

Force majeure includes, without limitation: natural disasters, extreme weather, fire, flooding, war, terrorism, civil unrest, widespread strikes not limited to Terna's organisation, pandemics, government restrictions, export controls, sanctions, major outages in electricity, telecommunications, mobile networks or data communications, large-scale cyberattacks not attributable to Terna's negligence, and interruptions or malfunctions at external cloud platforms, satellite constellations, or GNSS service providers.

Force majeure also includes delay or failure arising from: loss of GNSS signals, satellite instability, satellite drift, constellation failures, RTK/Network RTK downtime, corrections service outages, deficiencies in national or international positioning infrastructures, on-site conditions outside Terna's control including lack of connectivity, radio interference, or local environmental factors that prevent correct operation of machine control systems; and delays caused by Customer, Customer's contractors, site access restrictions, or failure to fulfil Customer obligations under this Agreement.

25.3 Exclusions

Force majeure does not include circumstances caused by Terna's gross negligence or wilful misconduct.

25.4 Consequences

During a force majeure event, Terna is entitled to:

- (a) relief from liability, including damages, delay penalties, service credits, and other sanctions;
- (b) an extension of time corresponding to the duration and impact of the event; and
- (c) suspension of affected obligations and reasonable adjustments to delivery schedules without cost or liability.

Terna shall not be liable for any indirect, consequential, or financial loss suffered by Customer as a result of such suspension or delay.

25.5 Notice and Mitigation

Terna shall notify Customer without undue delay once reasonably aware of the force majeure event. Terna shall take reasonable steps to mitigate the effects, provided such steps do not require disproportionate cost or effort.

25.6 Prolonged Force Majeure

If a force majeure event continues for more than sixty (60) days, Terna may terminate the affected Order Form (in whole or in part) without liability. Customer may terminate only with respect to the affected portion, without prejudice to Terna's right to payment for amounts accrued, services performed, delivered equipment, and documented costs incurred.

26. TERM; TERMINATION; EFFECTS; DATA RETURN/DELETION

26.1 Agreement Term; Order Form Term; Support Agreement Term

This Agreement shall commence on the date it becomes binding in accordance with Section 1 and shall continue until terminated in accordance with this Agreement. Each Order Form shall commence on the start date specified therein or, if no start date is specified, upon Terna's acceptance of the Order Form. Support Agreements and recurring Connected Services shall have the term stated in the applicable Order Form or Support Agreement and will not automatically renew unless expressly stated therein.

26.2 Included Services Period; Effect of Expiry

The Included Services Period starts on the Included Services Start Date and expires at the end of the period stated in the Order Form or, if none is stated, after twelve (12) months. Expiry of the Included Services Period or non-renewal of a Support Agreement does not, by itself, terminate Customer's ownership of fully paid Hardware or Customer's perpetual license under Section 9.2, but functionality dependent on Connected Services may cease or operate with reduced functionality.

26.3 Termination for Cause

Either Party may terminate an Order Form, or this Agreement if no active Order Forms remain, for material breach not cured within thirty (30) days after written notice. Terna may terminate immediately to the extent necessary to comply with law, sanctions, export controls, court order or third-party provider requirements, or in case of infringement or misappropriation of Terna IP by Customer.

26.4 Insolvency

Either Party may terminate if the other becomes insolvent, enters bankruptcy, reorganization, liquidation or similar proceedings, makes an assignment for the benefit of creditors, or ceases to carry on business, provided such proceedings are not dismissed within a reasonable time.

26.5 Effect of Termination

Upon termination or expiry of an applicable Order Form: Customer's access to terminated Software, Connected Services, accounts and support ends; Customer shall stop using terminated Software and Connected Services; Customer shall return or destroy terminated Software copies where reasonably requested by Terna; Terna may disable license keys, accounts and Connected Services; Customer remains responsible for accrued payment obligations; and fully paid Hardware remains Customer's property unless otherwise required by law or agreed in an Order Form. If Customer's perpetual license under Section 9.2 is not terminated for breach, Customer may continue to use the last lawfully provided version of Firmware and locally installed Software with the purchased Hardware, subject to this Agreement and the Documentation.

26.6 Customer Data Export

Upon Customer request made within thirty (30) days after termination or expiry of applicable Cloud Services or Connected Services, Terna will make available a standard export of Customer Data reasonably available via the Software or otherwise agreed.

After that period, Terna may delete Customer Data in accordance with its standard deletion procedures, subject to legal retention requirements and any applicable DPA.

26.7 Survival

Sections that by their nature should survive will survive, including payment, license restrictions, ownership, confidentiality, data provisions, warranty disclaimers, limitations of liability, indemnities, export controls, sanctions, environmental obligations, dispute resolution and any perpetual license rights that have not been terminated for breach.

27. LIMITATION PERIOD FOR CLAIMS

27.1 Limitation Period

No claim may be brought more than twelve (12) months after the claiming Party became aware or should have become aware of the facts giving rise to the claim, except payment claims, claims for infringement or misappropriation of Terna IP, or claims that cannot be limited by mandatory applicable law.

28. ASSIGNMENT; SUBCONTRACTING

28.1 Assignment by Customer

Customer may not assign this Agreement, an Order Form or Software license without Terna's prior written consent, except as permitted under Section 9.8 for transfer of purchased Hardware and associated license rights.

28.2 Assignment by Terna

Terna may assign this Agreement or any Order Form to an Affiliate or in connection with merger, reorganization, financing, change of control, sale of assets or transfer of the relevant business, provided the assignee assumes Terna's obligations.

28.3 Subcontracting

Terna may subcontract performance to Affiliates, Authorized Partners, suppliers and service providers as stated in this Agreement.

29. NOTICES

Notices must be in writing and sent to the addresses stated in the Order Form or updated by notice. Notices may be sent by email, except that notices of termination, indemnifiable claims or legal proceedings must also be sent by registered mail, courier or another trackable method unless the Parties agree otherwise.

30. OPEN SOURCE AND THIRD-PARTY TERMS

30.1 Open Source Components

The Software may include open source components subject to separate license terms, which shall apply to those components to the extent required by the applicable license. Terna may make open-source notices available in Documentation, within the Software or upon written request.

30.2 Third-Party Terms

Third-Party Components, app stores, operating systems, cloud platforms, cellular networks, GNSS or RTK providers, maps, geodata, file formats and integrations may be subject to separate third-party terms. Customer shall comply with applicable third-party terms to the extent it uses or enables such components or services.

31. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; WAIVER

31.1 Entire Agreement

This Agreement and all Order Forms constitute the entire agreement between the Parties regarding the subject matter and

supersede prior or contemporaneous agreements, proposals, representations and understandings regarding that subject matter.

31.2 Amendments

Except for updates to Online Terms and the Privacy Policy expressly permitted by Section 9.6 and the order of precedence in Section 4.3, amendments must be in writing and signed by both Parties or otherwise accepted in a manner expressly permitted by this Agreement

31.3 Severability

If any provision is unenforceable, it shall be modified to the minimum extent necessary to make it enforceable while preserving its intent, and the rest remains effective.

31.4 Waiver

Failure to enforce a right is not a waiver. A waiver must be in writing and applies only to the specific instance stated.

31.5 Independent Contractors

The Parties are independent contractors. This Agreement does not create a partnership, joint venture, employment, franchise or agency relationship.

31.6 Language

The official language of this Agreement is English. If translated versions are made, the English version controls unless mandatory law requires otherwise.

31.7 Counterparts and Electronic Signatures

Order Forms may be signed in counterparts and by electronic signature, each of which is deemed an original.

32. GOVERNING LAW AND ARBITRATION

32.1 Governing Law

This Agreement is governed by Swedish law, excluding conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

32.2 Arbitration

Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language of arbitration shall be English.

32.3 Interim Relief and Undisputed Collection

Nothing prevents either Party from seeking interim, injunctive or conservatory relief in any competent court, or Terna from bringing an action for undisputed payment collection in a competent court, unless prohibited by mandatory law.

End