

TERNA SYSTEMS AB
MASTER SUBSCRIPTION AGREEMENT (MSA)
TERNA3D™ Subscription Service
Version: 2026-04-01

This Master Subscription Agreement (the "Agreement" or "MSA") governs the subscription-based provision of Terna Systems AB's TERNA3D™ Solution (Application and Hardware).

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 the 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, or other Customer documentation are expressly rejected and will in no event supersede, modify or supplement the terms and conditions of this Agreement. No such 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.

"Application" means Terna's proprietary software platform branded TERNA3D™, including web and mobile applications, firmware, updates, and related Documentation.

"Hardware" means the physical components provided as part of TERNA3D™, including tablet, hub, sensors, cabling, antennas, mounting hardware, and related equipment.

"Solution" means the integrated TERNA3D™ offering consisting of the Application and Hardware provided on a subscription basis, including installation and calibration as set out in an Order Form.

"Order Form" means a written ordering document executed by the Parties, specifying the commercial and operational particulars of the subscription, including Subscription Term, fees, invoicing schedule, site(s), Hardware configuration/quantities, and any included services.

"Subscription Term" means the total period of Customer's entitlement to access and use the Solution, commencing on the Subscription Start Date specified in the applicable Order Form, and continuing for the Initial Subscription Term and any Renewal Terms specified in the applicable Order Form and this MSA.

"Authorized Users" means individuals (employees and contractors of Customer) authorized by Customer to use the Application for Customer's internal business purposes. Each Authorized User must be identified by unique account that cannot be shared. The Authorized User is responsible for the security and confidentiality of the information accessed in the Solution.

"Customer Data" means data submitted by Customer or Authorized Users to the Solution or the data generated from Customer's machinery and operations through the use of the Solution, excluding Aggregated Data (Section 15). Customer Data shall not include any component of the Solution or material provided by or on behalf of Terna.

"Documentation" means user guides, safeguarding procedures, installation instructions, technical documentation, and other materials Terna provides for the Solution.

"Issue" means a reproducible malfunction of the Application in the production environment. Requests for information, training, or new features are not Issues unless otherwise agreed in writing.

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

3. SCOPE OF AGREEMENT

3.1 Subscription Service

Terna shall provide Customer with access to the Application and make the Hardware available for Customer's use in accordance with this Agreement during the Subscription Term. Terna shall use commercially reasonable efforts to provide the Solution in accordance with generally accepted industry standards.

Subject to payment of the applicable Fees, the Solution includes access to and use of the Application and Hardware, updates to the Application, and Terna's standard support.

3.2 No Sale of Hardware

Hardware is provided as part of the Solution on a subscription basis. Title and ownership are governed exclusively by Section 7 (Hardware Ownership; Safeguarding; Return).

3.3 Affiliates

Unless otherwise stated in an Order Form, Customer may allow its Affiliates to use the Solution solely for their own business purposes, provided Customer remains fully responsible for all obligations under this Agreement for such use.

3.4 No Reliance on Future Functionality

Customer acknowledges that its purchase is not contingent on delivery of any future functionality or features, 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: Subscription Term; subscription fees and invoicing cadence (in advance); installation

and machinery; Hardware included; and any support/professional services.

4.2 Binding Effect

Each Order Form forms part of this Agreement.

4.3 Order of Precedence

In case of conflict, the following order of precedence shall apply: (1) the Order Form and any Exhibits referenced therein (but only for commercial and scope specifics expressly stated therein); (2) this Agreement; (3) Terna's Terms of Use (user-level); and (4) Terna's Privacy Policy (informational only).

5. INSTALLATION AND CALIBRATION; SUBCONTRACTORS

5.1 Installation and Calibration

Terna shall install and calibrate the Hardware on Customer's machinery on the Installation Site as described in the applicable Order Form, provided that the installation prerequisites and site conditions specified in Terna's offer 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, and related services through authorized subcontractors or partners. Terna remains responsible for their performance under this Agreement.

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:

- (a) Customer's failure to meet installation prerequisites or provide required access, utilities, site conditions, or cooperation.
 - (b) circumstances relating to External Dependencies as described in Section 16; or
 - (c) a Force Majeure event under Section 25,
- Terna shall not be liable for such delay or failure.

In such case, Terna shall be entitled to:

- (i) reschedule installation or calibration at Terna's next available time slot; and
- (ii) invoice Customer for reasonable additional costs incurred as a result of such delay, interruption, or rescheduling, except where prohibited by applicable law.

6. ACCEPTANCE

6.1 Acceptance Event

Acceptance occurs upon completion of installation and initial calibration of the Hardware ("Installation Completion"), provided that the Solution is operational and materially conforms to the Documentation. It will be documented in the form of a written Installation Completion confirmation.

Customer acknowledges and agrees that the Solution involves measurement, positioning, and calibration dependent on environmental conditions, tolerances, and External Dependencies, and that minor deviations, calibration tolerances, lack of exactness, or immaterial discrepancies shall not prevent Acceptance.

6.2 Nonconformance Notice

Customer must notify Terna in writing of any material nonconformance within five (5) business days after Installation Completion.

A "material nonconformance" means a deviation that substantially prevents Customer from using the Solution for its intended purpose in accordance with the Documentation. For the avoidance of doubt, the following shall not constitute a material nonconformance:

- (a) minor defects or cosmetic issues;
- (b) calibration tolerances or measurement variance within reasonable industry standards;
- (c) issues caused by External Dependencies, Force Majeure events, Customer site conditions, Customer machinery, or Customer actions or omissions.

6.3 Deemed Acceptance

If Customer does not provide a timely and valid notice of material nonconformance in accordance with Section 6.2, the Solution shall be deemed accepted as of the date of Installation Completion. Use of the Solution after Installation Completion 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 OWNERSHIP; SAFEGUARDING; RETURN

7.1 Ownership

All Hardware always remains Terna's exclusive property. No title or ownership rights are transferred to Customer under this Agreement or any Order Form.

7.2 Risk of Loss and Restrictions

Customer bears the risk of loss, theft, or damage to the Hardware while it is in Customer's custody or under its control, except to the extent such risk is covered by Terna's insurance, if any.

Customer shall not sell, lease, sublicense, transfer, encumber, modify, tamper with, or permit any third party to use the Hardware, remove or obscure serial numbers or Terna markings, or relocate the Hardware outside the agreed machinery or site without Terna's prior written consent.

7.3 Safeguarding Procedures

Customer shall handle and safeguard the Hardware with due care and in accordance with the Documentation and any safeguarding procedures communicated by Terna. Such procedures may include, where applicable, removing antennas and tablets from machinery when not in use, protecting Hardware from theft, weather exposure, vibration, or other harmful impact, and storing removable components in a secure and appropriate environment.

7.4 Return Obligation

Upon termination or expiry of an applicable Order Form for any reason, Customer shall return all Hardware to Terna within fourteen (14) days, in good working condition subject to normal wear and tear, in accordance with Terna's return and logistics instructions.

Customer shall reasonably cooperate with Terna to facilitate inspection, packaging, and return of the Hardware.

7.5 Charges for Missing or Damaged Hardware

Terna may invoice Customer for any Hardware that is not returned, returned late, or returned damaged beyond normal wear and tear.

"Normal wear and tear" excludes, without limitation, damage caused by misuse, improper handling, failure to comply with safeguarding procedures, environmental exposure outside specifications, unauthorized modification, or negligence. Charges shall be based on Terna's reasonable repair or replacement cost.

7.6 No Disposal

Customer shall not dispose of, scrap, recycle, or otherwise discard any Hardware. Any disposal or attempted disposal of Hardware contrary to this Agreement constitutes a material breach. Customer shall bear all resulting compliance obligations, liabilities, penalties, and costs arising from such unauthorized disposal.

8. RISK, INSURANCE, AND DAMAGE

8.1 Insurance

Terna may, at its discretion, maintain insurance coverage for the Hardware. Any such insurance is maintained for Terna's own benefit only and shall not limit Customer's obligations, liability, or risk allocation under this Agreement, nor create any right for Customer to claim directly under such insurance.

8.2 Customer Responsibility for Loss or Damage

Without limiting Section 7, Customer is responsible for, and liable for, any loss of or damage to the Hardware occurring while the

Hardware is in Customer's custody or control, to the extent caused by or resulting from:

- (a) negligence, misuse, or improper handling;
- (b) failure to comply with safeguarding procedures or Documentation;
- (c) unauthorized modification, relocation, or use; or
- (d) use of the Hardware outside the agreed scope or specifications.

Customer shall not be liable for loss or damage to the extent caused by Terna's gross negligence or willful misconduct.

8.3 Incident Reporting and Cooperation

Customer shall promptly notify Terna in writing of any theft, loss, or material damage to the Hardware and shall reasonably cooperate with Terna in any investigation, mitigation, recovery, or insurance-related process.

Failure to provide timely notice or cooperation may be considered when assessing responsibility and recoverable costs.

9. SUBSCRIPTION AUTHORIZED USERS; RESTRICTIONS

9.1 Subscription

Subject to this Agreement and the applicable Order Form, Terna grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to permit its Authorized Users to access and use the Application during the applicable Subscription Term solely for Customer's own business purposes.

No ownership rights are transferred. All rights not expressly granted are reserved by Terna.

9.2 Authorized Users and Account Control

Customer is responsible for all access to and use of the Application by its Authorized Users and for their compliance with this Agreement.

Customer shall ensure that login credentials are kept confidential and not shared. Each Authorized User must have unique credentials. Contractors, consultants, and other non-employees may access the Application only if they are bound by confidentiality obligations at least as protective as those set out in this Agreement and access the Application solely to support Customer's internal business purposes.

Customer shall promptly notify Terna of any unauthorized access or security breach.

9.3 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 the source code of the Application;
- (b) create derivative works based on the Application;
- (c) copy, frame, or mirror any part of the Application except as permitted for Customer's internal business purposes;
- (d) sell, resell, rent, lease, sublicense, or otherwise make the Application available to any third party;
- (e) use the Application to develop or benchmark a competing product or service, or to copy features, functions, or graphics;
- (f) allow access to the Application by unauthorized users;
- (g) use the Application to store or transmit unlawful, infringing, defamatory, or privacy-violating material;
- (h) introduce Malicious Code; or
- (i) interfere with or disrupt the integrity or performance of the Application or related systems or networks.

9.4 Terms of Use; Relationship to this Agreement

Individual users' access to and use of the Application are subject to Terna's then-current Terms of Use published on Terna's website.

Customer shall ensure that all Authorized Users accept and comply with the Terms of Use. The Terms of Use govern individual user conduct only and do not modify, amend, or supersede this Agreement.

In the event of any conflict between the Terms of Use and this Agreement, this Agreement shall prevail. Updates to the Terms of Use shall not affect Customer's rights or obligations under this Agreement.

9.5 Suspension of Individual User Access

Terna may suspend or revoke an individual Authorized User's access to the Application for violation of the Terms of Use or applicable security requirements without this constituting a breach of this Agreement.

Such suspension or revocation shall not, by itself, constitute termination of an Order Form or the Subscription Term and, to the extent justified, shall not impact the fees and the payment obligations.

10. SUPPORT; UPDATES; MAINTENANCE

10.1 Support

During the applicable Subscription Term, Terna shall provide support for the Application as described in the applicable Order Form and/or any referenced support or service level exhibit (if any).

In the absence of expressly agreed service levels, Terna shall use commercially reasonable efforts to correct or provide a workaround for any reproducible error in the Application attributable to Terna that materially affects Customer's use of the Application in accordance with the Documentation.

Customer shall promptly notify Terna, via an Issue reporting interface, of any suspected error and shall provide such information, data, logs, system outputs, and reasonable cooperation as Terna may request in order to reproduce, analyse, and address the error, including information regarding the operating conditions under which the error occurred.

Terna shall have no obligation to correct errors or issues that are not attributable to Terna, including, without limitation, issues caused by External Dependencies, Customer environment, Customer machinery, Customer data, misuse, unauthorized modifications, or failure to comply with the Documentation.

Terna's efforts to address reported errors shall be commensurate with the severity and impact of the error, as reasonably determined by Terna.

Support services may be further described in Documentation, support guidelines, or other written materials made available by Terna from time to time ("Support Documentation"). In the event of any conflict between this Agreement and the Support Documentation regarding support procedures or requirements, the Support Documentation shall prevail.

Terna may provide support services directly or through authorized subcontractors or partners and may permit such parties to access Customer Data to the extent reasonably necessary to perform such

support, subject to confidentiality obligations no less protective than those set out in this Agreement.

Support services are intended to assist Customer during the Subscription Term and do not extend, renew, or modify the scope or duration of any warranty provided under this Agreement.

10.2 Updates

Terna may deploy updates, patches, bug fixes, and improvements to the Application from time to time.

Customer acknowledges that such updates may modify, enhance, or alter the functionality, appearance, or technical characteristics of the Solution. Terna does not warrant or commit to delivering any specific future functionality, feature, or enhancement unless expressly agreed in an applicable Order Form.

Updates may be deployed automatically or as part of scheduled maintenance and shall not constitute a breach of this Agreement or grounds for withholding Acceptance, payment, or renewal.

10.3 Hardware Maintenance

Subject to the terms of this Agreement and the applicable exclusions, Terna may, at its discretion, repair or replace Hardware that becomes defective under normal use during the applicable Subscription Term.

Terna shall have no obligation to repair or replace Hardware to the extent defects or damage result from misuse, accident, negligence, unauthorized modification, failure to follow safeguarding or operating instructions, environmental conditions outside specifications, or other circumstances for which Terna is not responsible under this Agreement.

11. FEES, INVOICING, PAYMENT; INDEXATION; SUSPENSION

11.1 Fees

Customer shall pay the Subscription Fees specified in the Order Form.

11.2 Advance Invoicing

Subscription Fees are invoiced in advance and payable net thirty (30) days unless otherwise agreed in the Order Form.

11.3 Taxes

All Fees exclude VAT and other applicable taxes and duties, which are Customer's responsibility (except taxes on Terna's income).

11.4 Late Payment

Late payments accrue interest under the Swedish Interest Act (räntelagen) and Customer shall reimburse reasonable collection costs.

11.5 Indexation (Annual Fee Adjustment)

Terna may adjust Subscription Fees and any other recurring fees (if applicable) annually in line with CPI for the most recent available 12-month period. The adjusted fee shall apply from the first invoice issued on or after the anniversary of the Start Date stated in the relevant Order Form (or as otherwise specified in the Order Form).

11.6 Credit Assurance

Terna may require advance payment or reasonable security if Terna has reasonable grounds to believe Customer may not meet payment obligations.

12. CONFIDENTIALITY

12.1 Confidential Information

"Confidential Information" means non-public information disclosed by a Party that is designated confidential or reasonably understood to be confidential. Customer Data is Customer's Confidential Information. The Solution (including Application/Hardware/Documentation) 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.

12.2 Protection

The receiving Party will protect Confidential Information using at least reasonable care and disclose it only to those personnel/contractors who need to know and are bound by confidentiality obligations no less protective than this Agreement.

12.3 Compelled Disclosure

A Party may disclose Confidential Information if compelled by law, provided it gives prior notice (if legally permitted) and reasonable assistance to contest the disclosure.

13. DATA PROTECTION; SECURITY

13.1 DPA

If personal data is processed, the Parties shall enter into a data processing agreement (DPA) as required by applicable law. Information regarding Terna's processing of personal data is further described in Terna's Privacy Policy available on Terna's website, which is incorporated by reference for informational purposes only.

13.2 Security

Terna will maintain appropriate technical and organizational measures to protect Customer Data against unauthorized access, consistent with industry practice for similar services.

14. WARRANTIES; DISCLAIMER

14.1 Service Warranty

Terna warrants that installation/calibration and any contracted services will be performed with reasonable skill and care.

14.2 Application Conformity

Terna warrants that the Application will perform materially in accordance with the Documentation under normal use and that the core functionality will not be materially decreased during the Subscription Term.

14.3 Exclusive Remedy

Customer's exclusive remedy for breach of Sections 14.1-14.2 is that Terna will use commercially reasonable efforts to correct the nonconformity (repair/replacement/workaround/re-performance). If correction is not commercially practicable within a reasonable time, either Party may terminate the affected Order Form and Terna will refund prepaid, unused subscription fees for the terminated remainder of the Subscription Term.

14.4 Warranty Exclusions

Warranties do not apply to issues caused by misuse, negligence, unauthorized modification, use outside scope/site, third-party systems not specified by Terna, environmental conditions outside specifications, or normal wear and tear.

14.5 Disclaimer

Except as expressly stated, the Solution is provided "as is" and all implied warranties are disclaimed to the maximum extent permitted by Swedish law.

15. AGGREGATED DATA; ANALYTICS

15.1 Aggregated Data

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

15.2 Permitted Use

Terna may collect, use, and disclose Aggregated Data for analytics, benchmarking, development, product 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 ("External Dependencies"), including but not limited to:

- 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;
- Customer machinery, sensors, site conditions, power supply, environmental conditions, 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, 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:

- (a) External Dependencies;
- (b) Force Majeure events under Section 25;
- (c) Customer site conditions, machinery, power supply, connectivity, or failure to meet installation or operating prerequisites; or
- (d) 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, or operational controls.

Customer remains solely responsible for:

- verifying outputs, measurements, and results;
- ensuring safe and lawful operation of machinery; and

- determining the suitability of the Solution for Customer's specific use cases.

Terna does not guarantee any specific operational, financial, production, or commercial outcomes.

16.5 Customer Verification and Operational Responsibility

Customer acknowledges that the Solution provides measurement, positioning, and decision-support functionality and that outputs may be affected by External Dependencies, environmental conditions, site-specific factors, and operational circumstances.

Customer remains solely responsible for verifying measurements, positioning data, outputs, and results generated by the Solution before, during, and after use, and for determining appropriate operational actions based on such outputs.

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's machinery, operations, or personnel, even where such errors may be related to the use of the Solution.

17. 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 human supervision, or other applications requiring fail-safe performance.

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

18. THIRD-PARTY APPLICATIONS AND SUBCONTRACTORS

18.1 Terna Subcontractors and Suppliers

Terna may use subcontractors and suppliers to provide the Solution and may disclose Customer Data to them to the extent necessary, provided they are bound by confidentiality obligations no less stringent than Terna's.

18.2 Customer-Enabled Third-Party Apps.

Any third-party applications/services enabled by Customer are Customer's responsibility and are governed by the third party's terms.

19. INTELLECTUAL PROPERTY; FEEDBACK

19.1 Terna IP

Terna retains all rights, title, and interest in and to the Solution and all related IP.

19.2 Customer Data

Customer retains ownership of Customer Data.

19.3 Feedback

Customer grants Terna a royalty-free, worldwide, irrevocable license to use feedback or suggestions to improve the Solution.

20. IP INFRINGEMENT INDEMNITY (APPLICATION ONLY)

20.1 Terna Indemnity

Terna shall defend and indemnify Customer against third-party claims alleging that Customer's authorized use of the Application infringes third-party intellectual property rights and shall pay damages finally awarded or agreed in settlement, provided Customer: (a) promptly notifies Terna; (b) allows Terna to control the defence/settlement; and (c) 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; or (c) modify the Application to be non-infringing without materially reducing functionality. If none is commercially reasonable, Terna may terminate the affected Order Form and refund prepaid, unused subscription fees for the remainder of the term.

20.3 Exclusions

Terna has no obligation for claims arising from: (i) Customer Data; (ii) Customer modifications; (iii) combination with non-Terna products/services not specified by Terna; (iv) use outside scope; or (v) Customer's failure to use updates that would avoid infringement.

21. CUSTOMER INDEMNITY

Customer shall defend and indemnify Terna against third-party claims arising from Customer Data, Customer's unlawful use of the Solution, or Customer-enabled third-party applications/services, subject to Terna's prompt notice and Customer's control of the defence (with the condition that any settlement releases Terna unconditionally).

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 explicitly revoked by Terna.

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 or performance testing results relating to the Solution without Terna's prior written consent.

22.5 Trademark Use Guidelines and Removal for Cause

Terna shall use Customer's trademarks and logo substantially in accordance with Customer's brand guidelines provided to Terna. 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 THE SOLUTION

23.1 Suspension Rights

Terna may suspend Customer's or an Authorized User's access to and use of all or any part of the Solution if: (a) Customer fails to pay any undisputed Fee(s) within 10 days of 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 of its Authorized Users' actions risk harm to other customers or the security, availability, or integrity of any part of the Solution; or (d) Terna reasonably believes that the Customer or any of its Authorized Users has violated or is suspected of violating any applicable law, including but not limited to Anti-Bribery laws or Export Control laws, or any other applicable regulations.

23.2 Notice

Where practicable, Terna will use reasonable efforts to provide Customer with prior written notice of such suspension. However, immediate action may be taken without prior notice if required to prevent harm to Terna's Solution, other customers, or to comply with legal or regulatory requirements, in which case Terna shall notify the Customer promptly after the suspension is implemented.

23.3 Cure and Reinstatement

Suspension shall remain in effect until the Customer has remedied the breach or violation to the reasonable satisfaction of Terna. Terna shall restore access to the Solution as soon as reasonably practicable after the breach or violation is resolved.

23.4 Consequences of Suspension

During any period of suspension, the Customer shall remain responsible for all Fees and charges due under this Agreement. Terna shall have no liability to the Customer or any third party for any suspension of services in accordance with this clause.

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 but not limited to:

- loss of profits, revenue, production, or business opportunity;
 - loss of data or data use;
 - downtime, delay costs, or replacement equipment costs; 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 six (6) months preceding the event giving rise to the claim.

24.3 Carve-Outs

The limitations in this Section 24 shall not apply to liability arising from:

- (a) Terna's gross negligence or willful misconduct; or
- (b) 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 willful 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; Subscription Term; Automatic Renewal

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 and shall remain in force for the initial subscription term specified in the Order Form (the "Initial Subscription Term").

Upon expiration of the Initial Subscription Term, the applicable Order Form and Subscription Term shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term"), unless Customer provides written notice of termination at least three (3) months prior to the expiration of the then-current Subscription Term.

Each Renewal Term shall commence immediately upon expiration of the prior term and shall be subject to the same terms and conditions as the preceding term, unless otherwise expressly agreed in writing by the Parties.

The Subscription Term shall continue to renew on a rolling twelve (12)-month basis at each anniversary of the start date unless validly terminated in accordance with this Section 26.

26.2 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.

26.3 Insolvency

Either Party may terminate if the other becomes insolvent or enters similar proceedings not dismissed within a reasonable time.

26.4 Effect of Termination.

Upon termination/expiry: Customer access ends; Customer returns Hardware per Section 7; and accrued payment obligations remain due.

26.5 Customer Data Export.

Upon Customer request made within thirty (30) days after termination/expiry, Terna will make available a standard export of

Customer Data reasonably available via the Application or otherwise agreed. After that period, Terna may delete Customer Data in accordance with its standard deletion procedures, subject to legal retention requirements.

27. LIMITATION PERIOD FOR CLAIMS

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.

28. ASSIGNMENT; SUBCONTRACTING

Customer may not assign this Agreement without Terna's prior written consent (not unreasonably withheld). Terna may assign to an Affiliate or in connection with a merger, reorganization, or sale of substantially all assets. Terna may subcontract performance as stated herein.

29. NOTICES

Notices must be in writing. Notices may be sent by email, except that notices of termination and indemnifiable claims must also be sent by registered mail (or courier) to the addresses stated in the Order Form.

30. OPEN SOURCE AND THIRD-PARTY TERMS

The Application may include open source or third-party components subject to separate license terms, which shall apply to those components.

31. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; WAIVER

This Agreement and all Order Forms constitute the entire agreement. Amendments must be in writing and signed by both Parties. If any provision is unenforceable, it shall be modified to the minimum extent necessary and the rest remains effective. Failure to enforce a right is not a waiver.

32. GOVERNING LAW AND ARBITRATION

This Agreement is governed by Swedish law. 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. Seat: Stockholm. Language: English.

End