

TERNA SYSTEMS AB
MASTER SUBSCRIPTION AGREEMENT (MSA)
TERNA3D™ Subscription Service
Version: 2026-07-01

This Master Subscription Agreement (the "Agreement" or "MSA") governs Terna Systems AB's subscription-based delivery model for the TERNA3D™ solution, under which Terna makes the TERNA3D™ Solution, including applicable software, firmware, hardware, documentation, support, RTK services, cloud services, file handling, web/mobile functionality, updates, upgrades and other connected services, available to Customer during the applicable Subscription Term and in accordance with the applicable Order Form.

This Agreement is intended for business customers only and does not govern Terna's purchase-and-license delivery model, which is governed by Terna's Master Purchase and License Agreement or other applicable purchase, sale or license agreement. For clarity, Hardware made available under this Agreement is provided as part of a subscription service and is not sold to Customer, and this Agreement does not grant Customer any perpetual, paid-up or ownership rights in the Solution except as expressly stated in this Agreement or the applicable Order Form.

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

Solution, 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 Solution.

"Authorized Users" means individuals, including employees, consultants, contractors or other persons authorized by Customer to access and 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 as part of the Solution.

"Connected Services" means Cloud Services, RTK Services, remote diagnostics, remote support, update delivery, hosting, file handling, data synchronization, web/mobile functionality and other online or service-based functionality made available by Terna as part of the Solution.

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

"Customer Data" means data submitted to the Solution 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.

"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 Solution.

"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, Customer machinery, machine accessories, sensors not supplied by Terna, site conditions, geodata, machine-control models, design files, third-party integrations and Customer systems.

"Fees" means the Subscription Fees and any other fees, charges or 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 or Terna-supplied physical components owned by Terna and made available for Customer's use as part of the Solution during the applicable Subscription Term,

including tablets, hubs, sensors, antennas, receivers, cables, brackets, mounting hardware and related equipment, excluding Software, Firmware, Documentation and Third-Party Components unless the Order Form expressly states otherwise.

"Initial Subscription Term" means the initial subscription period specified in the applicable Order Form.

"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 Hardware, Software or Solution.

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

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

"Online Terms" means Terna's Terms of Use, Documentation, Support Documentation, safeguarding procedures, security procedures, product instructions and other operational or product-related policies made available by Terna from time to time, excluding the Privacy Policy.

"Order Form" means a written ordering document, quotation, order form, order confirmation, statement of work or similar document accepted by Terna in accordance with this Agreement that references and incorporates this Agreement and specifies the commercial and operational particulars of the subscription, including Subscription Term, Subscription Start Date, Fees, invoicing schedule, site(s), Hardware configuration or quantities, installation, calibration, support and any included services.

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

"Renewal Term" means each renewal period of an Order Form or Subscription Term following expiry of the Initial Subscription Term.

"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 Solution.

"Software" means Terna's proprietary TERNA3D™ software, including web applications, mobile applications, local applications, portals, Firmware, downloadable components, connectors, APIs, application modules, Updates, patches, bug fixes, upgrades and related software materials made available by Terna as part of the Solution, in object-code or executable form only, excluding Third-Party Components.

"Solution" means the integrated TERNA3D™ subscription offering consisting of the applicable Software, Hardware made available for Customer's use, Documentation, installation, calibration, Support

Services, RTK Services, Cloud Services and other Connected Services specified in an Order Form and provided during the applicable Subscription Term.

"Subscription Fees" means the recurring subscription fees specified in the applicable Order Form for access to and use of the Solution during the applicable Subscription Term.

"Subscription Start Date" means the start date for the Subscription Term specified in the applicable Order Form or, if no start date is specified, the date determined in accordance with this Agreement.

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

"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 as part of the Solution during the applicable Subscription Term, as further described in the Order Form, this Agreement or the Support Documentation.

"Terna IP" means the Solution, Software, Firmware, Documentation, 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.

"Terms of Use" means Terna's then-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, content 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.

3. SCOPE OF AGREEMENT

3.1 Subscription Service

Terna shall provide Customer with access to the Solution during the applicable Subscription Term in accordance with this Agreement, the applicable Order Form and the Documentation. Subject to payment of the applicable Fees, the Solution includes access to and use of the applicable Software, Hardware, Documentation, Support Services, RTK Services, Cloud Services and other Connected Services specified in the Order Form.

3.2 Subscription Model; No Sale of Hardware or Perpetual License

Hardware is made available to Customer as part of the subscription-based Solution only. Hardware is not sold to Customer, and no title or ownership in Hardware transfers to Customer. Software, Firmware, Documentation, Cloud Services, RTK Services, Updates and other technology or service components are licensed or provided as services during the applicable Subscription Term and are not sold. Customer receives

no perpetual, paid-up or ownership right under this Agreement unless expressly stated in the applicable Order Form and agreed by Terna.

3.3 Affiliates

Unless otherwise stated in an Order Form, Customer may allow its Affiliates to use the Solution 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.

3.4 No Reliance on Future Functionality

Customer acknowledges that its subscription, Order Form or renewal 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: Subscription Term; Subscription Start Date; Subscription Fees and invoicing cadence; Software modules and subscription scope; Hardware configuration or quantities; Installation Site; machinery, attachments and prerequisites; installation and calibration scope; support or service levels; RTK Services, Cloud Services, file handling, web/mobile functionality and other Connected Services; and any transaction-specific terms agreed between the Parties.

4.2 Binding Effect

Each Order Form that references this Agreement forms part of this Agreement and is governed by its terms. Additional subscriptions, renewals, expansions, upgrades, services 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, Subscription Term, subscription scope, service scope, Hardware configuration, installation, pricing, invoicing, payment terms, support 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 Documentation, safeguarding procedures, lifecycle policies or similar Online Terms do not override the customer-level commercial, subscription, warranty, liability, payment or support terms expressly agreed in this Agreement or an applicable Order Form, unless this Agreement or the applicable Order Form expressly states otherwise.

4.4 Version and Delivery Model 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. An Order Form should identify whether it is governed by this Agreement or by Terna's Master Purchase and License Agreement. If an Order Form includes both subscription-based items and purchase-and-license items, the Order Form must clearly identify which agreement applies to each item. The same

Hardware, Software or service component shall not be treated as both subscription-based and purchased unless expressly agreed by Terna in writing.

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 activation or provision of the Solution, 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 Solution for its 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 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 made available under this Agreement always remains Terna's exclusive property. No title or ownership rights in Hardware, Software, Firmware, Documentation, Updates or Terna IP 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 Hardware while it is in Customer's custody or under its control, except to the extent caused by Terna's gross negligence or wilful misconduct or covered by Terna's insurance, if any. Customer shall not sell, lease, sublicense, transfer, encumber, modify, tamper with, permit any unauthorized third party to use, remove or obscure serial numbers or Terna markings from, or relocate Hardware outside the agreed machinery or site without Terna's prior written consent.

7.3 Safeguarding Procedures

Customer shall handle and safeguard 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, logistics and RMA instructions. Customer shall reasonably cooperate with Terna to facilitate inspection, packaging and return of 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 damage caused by misuse, improper handling, failure to comply with safeguarding procedures, environmental exposure outside specifications, unauthorized modification, unauthorized relocation, accident or negligence. Charges shall be based on Terna's reasonable repair or replacement cost and any related logistics, investigation or recovery costs.

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 Hardware. Any such insurance is maintained for Terna's own benefit only and does 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 loss of or damage to Hardware occurring while Hardware is in Customer's custody or control to the extent caused by or resulting from negligence, misuse, improper handling, accident, failure to comply with safeguarding procedures or Documentation, unauthorized modification, relocation or use, use outside the agreed scope or specifications, environmental exposure outside specifications, Customer machinery, attachments, site conditions or Customer 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 and shall reasonably cooperate with Terna in any investigation, mitigation, recovery, repair, replacement, return or insurance-related process. Failure to provide timely notice or cooperation may be considered when assessing responsibility and recoverable costs.

9. SUBSCRIPTION ACCESS; AUTHORIZED USERS; RESTRICTIONS

9.1 Subscription Access Right

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 right to permit Authorized Users to access and use the Software and Connected Services during the applicable Subscription Term,

solely for Customer's internal business purposes and only within the scope, subscription metrics, modules, territory, machinery, sites and users stated in the Order Form and Documentation. No ownership rights are transferred. All rights not expressly granted are reserved by Terna and its licensors.

9.2 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 and Connected Services 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.

9.3 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 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, Hardware or Connected Services 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 the Solution 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 the Solution 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 the Solution or related systems or networks; or (m) use the Solution in High-Risk Activities.

9.4 Terms of Use and Online Terms

Individual users' access to and use of the Software, Connected Services and other user-facing TERNA3D™ functionality are subject to Terna's then-current Terms of Use and other applicable 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 Solution, 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, subscription, warranty, liability, payment or support rights unless Customer agrees, the update applies to a renewal, new Order Form 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.

9.5 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, Online Terms, 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.

9.6 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 Support

During the applicable Subscription Term, Terna shall provide support for the Solution 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 Solution attributable to Terna that materially affects Customer's use of the Solution in accordance with the Documentation.

10.2 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 applicable Subscription Term and only to the extent included in the applicable Order Form. Customer may lose access to such services when the applicable Subscription Term expires or is terminated.

10.3 Updates and Upgrades

During the applicable Subscription Term, Terna will make available such Software and Firmware Updates as Terna generally makes available for the applicable TERNA3D™ product and subscription 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.

10.4 Critical and Required Updates

Terna may provide critical security, safety, compliance or operational Updates where required by applicable law or as Terna considers necessary for the Solution. 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 access or services where reasonably necessary.

10.5 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.

10.6 Hardware Maintenance and RMA

During the applicable Subscription Term, Terna may repair or replace defective Hardware in accordance with the Order Form, this Agreement 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 or safeguarding procedures, environmental conditions outside specifications, Customer machinery or circumstances for which Terna is not responsible.

10.7 End of Support; Data Access After Subscription 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 applicable Subscription Term 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, Subscription Fees and Fees for installation, calibration, training, professional services, additional support, RTK Services, Cloud Services, file handling, web/mobile functionality, Updates and other Connected Services shall be specified in the applicable Order Form.

11.2 Advance Invoicing

Subscription Fees are invoiced in advance unless otherwise stated in the applicable Order Form. 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, Terna may adjust Subscription Fees and any other recurring Fees 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. The adjusted Fee shall apply from the first invoice issued on or after the anniversary of the Subscription 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, 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, delivery, installation, activation, support, RTK Services, Cloud Services, file handling, web/mobile functionality, Software or Firmware Updates, account access, 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 Payment Obligations During Suspension

During any period of suspension under this Agreement, Customer remains responsible for all Fees and charges due under this Agreement and the applicable Order Form. Terna will not be liable for any loss, interruption, reduced functionality, data unavailability or other consequence arising from a suspension made in accordance with this Agreement.

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 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 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 Solution.

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, 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 Services Warranty

Terna warrants that installation, calibration, support and other contracted services will be performed with reasonable skill and care. 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 unless expressly stated in an Order Form.

14.2 Software Conformity

During the applicable Subscription Term, Terna warrants that the 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. Terna may modify the Solution as part of Updates, maintenance, security, legal compliance, lifecycle management or service improvement, provided that Terna does not materially decrease the core functionality of the subscribed

Solution during the applicable Subscription Term unless reasonably required for security, safety, legal compliance, third-party requirements or continued supportability.

14.3 Hardware Maintenance During Subscription Term

During the applicable Subscription Term, Terna may repair or replace Hardware that becomes defective under normal use, subject to this Agreement, the applicable exclusions, the Order Form and Terna's RMA procedures. Hardware maintenance does not transfer title to Hardware or create any purchase right.

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 correct or provide a workaround for material Software nonconformity, re-perform deficient services, repair or replace defective Hardware, or credit or refund the portion of prepaid, unused Fees 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 Subscription 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 Solution, Software, Hardware, Connected Services, Support Services 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 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 Solution 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 use the Solution in compliance with applicable laws, regulations, permits, site rules, safety requirements, Documentation and the applicable Order Form. Customer is responsible for safe and lawful operation of Customer machinery, equipment, worksites and personnel.

17.4 Export Controls and Sanctions

Customer shall comply with all applicable export control, sanctions, customs and import/export laws and shall not use, export, re-export, transfer or make available the Solution in violation of such laws or to any sanctioned person, entity, country or territory. Terna may suspend or terminate access or performance to the extent required to comply with export controls, sanctions or related legal requirements.

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 subcontractors, suppliers, Authorized Partners and service providers to provide, host, support, install, calibrate, maintain or otherwise perform the Solution and may disclose Customer Data to them to the extent necessary, provided they are bound by confidentiality obligations no less protective than this Agreement where applicable.

18.2 Authorized Partners

Authorized Partners may perform installation, calibration, support, training, RMA handling or other services in connection with the Solution. Terna is responsible for Authorized Partners' performance to the extent required by this Agreement, except for obligations expressly undertaken directly by an Authorized Partner under a separate agreement with Customer.

18.3 Customer-Enabled Third-Party Services

Any third-party applications, services, data sources, integrations, devices or platforms enabled or used by Customer in connection with the Solution are Customer's responsibility and are governed by the third party's terms. Terna is not responsible for third-party services or integrations not provided by Terna, even if they interoperate with the Solution.

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, its Affiliates, subcontractors, Authorized Partners and service providers a limited right to process, use, transmit, host, copy, display and access Customer Data to provide, support, secure, improve and maintain the Solution, comply with law and exercise Terna's rights under this Agreement, subject to confidentiality and applicable data protection requirements.

19.3 No Implied Rights

No rights are granted by implication, exhaustion, estoppel or otherwise. Customer shall not remove, obscure or alter proprietary notices on the Solution, Software, Hardware or Documentation.

19.4 Feedback

Customer grants Terna a royalty-free, worldwide, irrevocable, perpetual, sublicensable and transferable license to use feedback, ideas, suggestions or recommendations relating to the Solution for any purpose, without restriction or obligation to Customer, provided Terna does not disclose Customer Confidential Information in doing so.

20. IP INFRINGEMENT INDEMNITY

20.1 Terna Indemnity

Terna shall defend and indemnify Customer against third-party claims alleging that Customer's authorized use of the Software or Terna-branded Hardware made available as part of the Solution 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 defense and 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; (c) modify the affected Software or Hardware to be non-infringing without materially reducing core functionality; or (d) terminate the affected Order Form or affected portion and refund prepaid, unused Subscription Fees for the terminated remainder if none of the foregoing is commercially reasonable.

20.3 Exclusions

Terna has no obligation for claims arising from: (i) Customer Data; (ii) Customer modifications; (iii) combination with non-Terna products, services or data not specified by Terna; (iv) use outside the Documentation, Order Form or this Agreement; (v) Customer's failure to use Updates that would avoid infringement; (vi) Customer-enabled third-party services; or (vii) open-source or Third-Party Components to the extent the claim would not have arisen from the Solution without such component.

20.4 Exclusive Remedy

This Section 20 states Customer's sole and exclusive remedy and Terna's entire liability for third-party intellectual property infringement claims.

21. CUSTOMER INDEMNITY

Customer shall defend and indemnify Terna, its Affiliates, subcontractors, Authorized Partners and licensors against third-party claims arising from Customer Data; Customer's unlawful use of the Solution; Customer machinery, site operations, data, models, files, coordinate systems or instructions; High-Risk Activities; Customer-enabled third-party services; Customer modifications or combinations not supplied by Terna; breach of applicable law; or breach of the restrictions in Section 9 or compliance obligations in Section 17. Terna shall promptly notify Customer of the claim, allow Customer to control the defense and settlement, and provide reasonable assistance. Customer may not settle any claim in a manner that imposes liability or obligations on Terna or admits fault by 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 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

Any public case study, press release, customer quote or testimonial, video or other marketing content that includes Customer Confidential Information, commercial terms or 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, accuracy or benchmarking results.

22.4 Benchmarking

Customer shall not publish benchmarking, performance testing, accuracy testing, security testing or competitive analysis 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, subject to normal archival, backup and already-distributed materials.

23. SUSPENSION OF THE SOLUTION

23.1 Suspension Rights

Terna may suspend or restrict Customer's or any Authorized User's access to or use of all or any part of the Solution if: (a) Customer fails to pay undisputed Fees when due and does not cure within the notice period stated in Section 11.7; (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, the Solution, other customers, third parties, security, availability or integrity of any part of the Solution; (d) Customer or any Authorized User violates or is suspected of violating applicable law, export controls, sanctions, anti-bribery laws or other regulations; (e) suspension is required by a third-party provider, legal or regulatory requirement; or (f) suspension is reasonably necessary to protect Terna, Customer, Authorized Users or other customers.

23.2 Notice

Where practicable, Terna will use reasonable efforts to provide Customer with prior written notice of suspension. However, immediate action may be taken without prior notice if required to prevent harm, protect security, address legal or regulatory requirements, comply with third-party provider requirements or preserve the integrity of the Solution. Terna shall notify Customer promptly after suspension is implemented where legally and practically permitted.

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. 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, terminate an Order Form or reduce Customer's payment obligations.

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. 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 or service 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 Subscription Start Date specified therein or, if no start date is specified, upon Terna's acceptance of the Order Form. Each Order Form shall remain in force for the Initial Subscription Term specified in the Order Form. Upon expiration of the Initial Subscription Term, the applicable Order Form and Subscription Term shall automatically renew for successive Renewal Terms of twelve (12) months each, unless Customer provides written notice of non-renewal at least three (3) months prior to the expiration of the then-current Subscription Term, or unless the Order Form states otherwise. Each Renewal Term shall be subject to the same terms and conditions as the preceding term, unless otherwise expressly agreed in writing by the Parties.

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. 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.

26.3 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.

26.4 Effect of Termination

Upon termination or expiry of an applicable Order Form: Customer's access to the terminated Solution, Software, Connected Services, accounts and support ends; Customer shall stop using the terminated Solution; Customer shall return Hardware in accordance with Section 7; Customer shall return or destroy Software copies where reasonably requested by Terna; Terna may disable access, license keys, accounts and Connected Services; and Customer remains responsible for accrued payment obligations.

26.5 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.

26.6 Survival

Sections that by their nature should survive will survive, including payment, use restrictions, ownership, confidentiality, data provisions, warranty disclaimers, limitations of liability, indemnities, export controls, sanctions, dispute resolution and any other provisions intended to survive expiration or termination.

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 any right to access or use the Solution without Terna's prior written consent.

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

29.1 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 9.4 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