# GENERAL TERMS AND CONDITIONS

Effective from 2026-10-01

These General Terms and Conditions govern the provision and use of Hartic's services and form part of the agreement between Hartic AB and the Customer. Customer-specific commercial terms are governed by the Pricing Agreement.

## 1. General provisions and contractual documents

### 1.1 Application

These general terms and conditions (the "Terms") apply between Hartic AB, company reg. no. 559480-6217, Teknikvägen 3, 961 50 Boden, Sweden (the "Supplier" or "Hartic"), and the legal entity or public-sector organisation that enters into an agreement for Hartic's services (the "Customer"). Hartic and the Customer are each referred to as a "Party" and jointly as the "Parties".

The Terms apply to the Customer in its business or public-sector operations and are not intended for consumers.

### 1.2 Contractual documents and order of precedence

The agreement between the Parties consists of the Pricing Agreement, these Terms and any appendices and other documents expressly incorporated into the agreement (collectively, the "Agreement").

In the event of conflicting provisions, the documents shall apply in the following order of precedence, unless the Parties have expressly agreed otherwise in writing:

- Pricing Agreement.
- Data Processing Agreement (DPA), in matters concerning the processing of personal data on behalf of the Customer.
- These General Terms and Conditions.
- Other appendices and orders agreed in writing.

The Privacy Policy and Cookie Policy describe Hartic's own processing of personal data and use of cookies and similar technologies, respectively. They do not alter the allocation of responsibilities under the DPA.

### 1.3 Definitions

"Service" means Hartic's digital platform, Hartic Core, selected modules and any onboarding, integration, reporting, advisory or other add-on services ordered by the Customer under the Pricing Agreement or another written order. "User" means a user profile created and activated for the Customer in Hartic. "Customer Data" means information and material provided to the Service by the Customer or its Users, or processed in the Service on behalf of the Customer.

## 2. The Service

### 2.1 Delivery and use

Hartic shall provide the Service in a professional manner and, in all material respects, in accordance with the Agreement and the documentation applicable to the Service from time to time. The scope of the Service is determined by the Customer's Pricing Agreement and any subsequently ordered additions agreed in writing.

During the term of the Agreement, the Customer is granted a limited, non-exclusive and non-transferable right to use the Service for the Customer's internal operations and for the number of Users and scope specified in the Agreement.

### 2.2 Development, maintenance and changes

Hartic continuously develops the Service and may make technical, functional and security-related changes. During an ongoing contractual period, such changes may not materially reduce the agreed core functionality, except where a change is necessary due to law, regulatory requirements, security or circumstances beyond Hartic's reasonable control.

Planned maintenance shall, where reasonably practicable, be carried out in a manner that limits disruption and shall be communicated within a reasonable time where the maintenance can be expected to affect the Customer's use to more than an insignificant extent.

Unless the Parties have expressly agreed a separate service level agreement (SLA), Hartic does not guarantee a specific percentage of availability or a specific support response time.

### 2.3 Third-party services and integrations

At the Customer's option or pursuant to a separate agreement, the Service may be integrated with or link to services provided by third parties. Hartic is responsible for its part of an agreed integration but is not responsible for a third party's service, availability, terms or changes beyond Hartic's control. Any specific integration costs are governed by the Pricing Agreement or a separate order.

## 3. Customer responsibilities and permitted use

The Customer is responsible for ensuring that the information it provides for delivery, administration and invoicing is accurate and up to date, and for ensuring that its Users comply with the Agreement.

The Customer is responsible for access management within its own organisation and for protecting login credentials and other authentication information against unauthorised use. Suspected unauthorised access shall be reported to Hartic without undue delay.

The Customer and its Users may not:

- use the Service in violation of law, regulatory decisions or third-party rights;
- attempt to circumvent security features, gain unauthorised access to the Service or disrupt the operation of the Service;
- copy, decompile, reverse engineer or otherwise attempt to derive the source code of the Service, except to the limited extent permitted by mandatory law;
- sell, rent, sublicense or otherwise make the Service available to third parties outside the Customer's organisation, unless otherwise agreed in writing; or
- use the Service or information about its structure to develop a service whose principal purpose is to compete with Hartic through unauthorised copying of Hartic's protected material or functionality.

Hartic may temporarily restrict access to the Service where reasonably necessary to prevent an ongoing security risk, unlawful use or material harm. Where circumstances permit, Hartic shall inform the Customer and limit the measure to what is necessary.

## 4. Price, invoicing and payment

Price, agreed minimum number of Users, selected modules, onboarding, add-on services, invoicing period, payment terms, price adjustments and rules for changes during the contractual period are governed by the Pricing Agreement. In the event of any conflict, the Pricing Agreement shall prevail.

If a due and undisputed invoice remains unpaid and payment is not made within ten (10) days after written payment reminder, Hartic may temporarily restrict the Customer's access to the Service until full payment has been made. Such restriction does not relieve the Customer of its payment obligations under the Agreement.

The Customer shall raise any objection to an invoice without undue delay and specify which part of the invoice is disputed and on what grounds. Any undisputed amount shall be paid when due.

## 5. Intellectual property rights and Customer Data

### 5.1 Hartic's intellectual property rights

Hartic and its licensors retain all intellectual property rights in the Service, software, source code, design, methods, models, frameworks, documentation, trademarks, analyses, general report structures and other material developed by Hartic before or independently of the Customer engagement, as well as further developments of such material.

No intellectual property rights are transferred to the Customer other than the express right of use granted under the Agreement.

### 5.2 Customer Data

The Customer retains the rights it holds in Customer Data. Hartic may use Customer Data only to the extent necessary to provide, secure, maintain and administer the Service, perform the Agreement and comply with obligations under law or the DPA.

Hartic may use statistics and data for product, methodology and business development only after the information has been anonymised in such a manner that neither individual persons nor the Customer can reasonably be identified. Following such anonymisation, the information shall no longer be regarded as Customer Data.

### 5.3 Feedback

If the Customer voluntarily provides suggestions or feedback regarding the Service, Hartic may use such suggestions or feedback to develop the Service, provided that Hartic does not thereby disclose the Customer's confidential information or personal data in violation of the Agreement or applicable law.

### 5.4 Names and trademarks

Neither Party may use the other Party's company name, logo or trademark in external marketing or as a public customer or supplier reference without prior written approval, unless otherwise expressly agreed.

## 6. Confidentiality

Each Party undertakes not to disclose confidential information to any third party without the other Party's written consent, or to use such information for any purpose other than performance of the Agreement.

"Confidential Information" means information of a technical, commercial, organisational or other nature that a Party receives in connection with the Agreement and that should reasonably be understood to be confidential. Confidentiality does not apply to information that the receiving Party can demonstrate:

- was publicly known when received or later became publicly known without breach of the Agreement;
- was already lawfully known to the receiving Party without an obligation of confidentiality;
- was lawfully received from a third party without an obligation of confidentiality; or
- was independently developed without use of the other Party's Confidential Information.

A Party may disclose Confidential Information to employees, advisers, auditors and subcontractors who need the information for performance of the Agreement and who are subject to appropriate confidentiality obligations. Disclosure may also be made where required by law, court order or regulatory decision. Where permitted, the other Party shall be informed before such disclosure is made.

The confidentiality obligation applies during the term of the Agreement and for five (5) years thereafter. For trade secrets and personal data, the obligation applies for as long as the information is protected under applicable law or another contractual document.

## 7. Personal data and information security

The Parties' roles under applicable data protection law depend on the processing in question. Where Hartic processes personal data on behalf of the Customer, the Customer is the controller and Hartic is the processor, unless otherwise required by applicable data protection law. Such processing is governed by the Parties' DPA.

Where Hartic determines the purposes and means of its own processing of personal data, for example for customer administration, invoicing, business contacts, its own marketing or security logging to the extent Hartic acts as an independent controller, such processing is carried out in accordance with Hartic's Privacy Policy.

Hartic shall implement appropriate technical and organisational security measures taking into account the nature, scope, context and risks of the processing. Where the DPA applies, requirements concerning instructions, subprocessors, incident management, assistance, deletion and return of personal data are governed by the DPA.

In its capacity as controller, the Customer is responsible for ensuring that there is a lawful basis and any other necessary legal basis for the processing that the Customer instructs Hartic to carry out, and for ensuring that data subjects receive the information that the Customer is required by law to provide.

## 8. Subcontractors

Hartic may engage subcontractors to perform the Service and is responsible for their work to the same extent as for its own work within the scope of Hartic's obligations under the Agreement. Engagement of subprocessors for the processing of personal data is governed separately by the DPA.

## 9. Defects, remedies and warranty

If the Service materially deviates from what has been agreed, the Customer shall notify Hartic without undue delay after the Customer discovered, or reasonably should have discovered, the defect and shall provide the information reasonably required for troubleshooting.

Hartic shall, within a reasonable period, seek to remedy a defect for which Hartic is responsible. Hartic may choose to remedy the defect, provide a reasonable workaround or, where the defect concerns a separate add-on service and cannot reasonably be remedied, refund the portion of the fee paid that directly relates to the period and part of the Service that was materially unusable.

Hartic is not responsible for defects primarily caused by the Customer's equipment, systems, integrations for which the Customer or a third party is responsible, use contrary to instructions or other circumstances beyond Hartic's reasonable control.

The Service is a digital service that is continuously developed. Unless otherwise expressly agreed, Hartic does not guarantee that the Service will at all times be completely free from errors or interruptions.

## 10. Limitation of liability

Each Party is liable for direct loss caused by that Party's breach of the Agreement, subject to the limitations set out in this section.

Neither Party is liable for indirect or consequential loss, such as loss of profit, loss of revenue, production loss, loss of goodwill or other similar indirect financial loss, unless the loss was caused by wilful misconduct or gross negligence.

Each Party's aggregate liability under the Agreement during any rolling twelve-month period is limited to an amount corresponding to the subscription fees paid or payable by the Customer for the Service during the twelve (12) months immediately preceding the event giving rise to the claim. If the Agreement has been in force for a shorter period, the liability cap shall be calculated on the fees paid or payable during the actual contractual period, annualised up to a maximum of twelve months.

The limitations of liability do not apply to the Customer's payment obligations, liability arising from wilful misconduct or gross negligence, or liability that may not be limited under mandatory law. Liability relating to the processing of personal data shall also be assessed under the DPA and applicable data protection law.

A Party wishing to make a claim for damages shall notify the other Party in writing without unreasonable delay after becoming aware of the circumstances giving rise to the claim and shall take reasonable measures to mitigate its loss.

## 11. Force majeure

A Party is relieved from liability for failure or delay caused by a circumstance beyond that Party's reasonable control that the Party could not reasonably have foreseen or overcome, such as governmental action, war, acts of terrorism, extensive cyberattacks, industrial disputes, epidemics or pandemics, natural disasters, extensive outages in electricity or communications networks, or a comparable event.

The Party invoking force majeure shall inform the other Party without unreasonable delay and take reasonable measures to mitigate the effects. Payment obligations for Services already delivered are not excused by force majeure.

If a force majeure event materially prevents performance of a material contractual obligation for more than sixty (60) consecutive days, either Party may terminate the affected part of the Agreement by written notice without liability for future fees attributable to the period after termination.

## 12. Contract term, termination and expiry

### 12.1 Ordinary contract term and termination

The contractual period, automatic renewal, ordinary notice period and financial consequences of termination are governed by the Pricing Agreement.

### 12.2 Early termination for breach

Either Party may terminate the Agreement with immediate effect if the other Party commits a material breach of the Agreement and fails to fully remedy the breach within thirty (30) days after written notice. If the breach is incapable of remedy, termination may take effect immediately without a cure period.

Either Party may also terminate the Agreement with immediate effect if the other Party is declared bankrupt, enters into liquidation or can otherwise be presumed to be insolvent, to the extent such termination is permitted by mandatory law.

### 12.3 Consequences of termination or expiry

When the Agreement terminates or expires, the Customer's right to use the Service ceases. Accrued payment obligations are not affected. The handling, return and deletion of personal data processed by Hartic on behalf of the Customer shall be carried out in accordance with the DPA.

Before the end of the contractual period, the Customer is responsible for ensuring that any Customer Data it requires after termination or expiry has been exported or otherwise retained, to the extent an export function or

other agreed method of extraction is available. Additional assistance with data extraction after the contractual period may be agreed separately.

## 13. Assignment

The Customer may not assign the Agreement without Hartic's prior written approval, which shall not be unreasonably withheld. Hartic may assign the Agreement to a group company or in connection with a transfer of all or a substantial part of the business to which the Service belongs, provided that the transferee assumes Hartic's relevant obligations under the Agreement. Hartic shall inform the Customer of such assignment.

## 14. Changes to the Terms

Hartic may update these Terms to reflect changes in law, regulatory requirements, security needs, changes to the Service or the business model. Changes that materially adversely affect the Customer's rights or obligations shall be communicated in writing within a reasonable time and, unless required earlier by law or for security reasons, shall take effect no earlier than at the beginning of the next contractual period.

Changes to prices and other commercial terms are governed exclusively by the Pricing Agreement.

## 15. Notices and miscellaneous provisions

Notices under the Agreement shall be given in writing to the contact person or email address specified by the relevant Party. Notices of termination, notices of material breach and other notices of equivalent legal significance shall be worded so that the subject matter of the notice is clear.

If any provision of the Agreement is invalid or unenforceable, the remaining provisions shall continue in full force and effect. In such case, to the extent necessary, the Parties shall replace the provision with a valid provision that achieves, as closely as possible, its commercial purpose.

A Party's failure or delay in exercising a right does not constitute a waiver of that right.

## 16. Governing law and dispute resolution

The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict-of-law rules.

The Parties shall first seek to resolve any dispute through negotiation. If the dispute cannot be resolved through negotiation, it shall be finally determined by the competent courts of Sweden.

**Contact**

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