Unibap® Remote Access Terms

(A)   These Unibap remote access terms ("**Remote Access Terms**") govern the provision and use of the remote access services specified in Section 1 below provided by Unibap AB, a Swedish joint-stock company with reg. no. 556925–1134 ("**Unibap**"), to a customer ("**Customer**").

(B)   These Remote Access Terms form an integral part of the Agreement (including but not limited to the Unibap® General Terms and Conditions) entered into between the Customer and Unibap.

(C)   In the event of any contradiction or inconsistency between the provisions of these Remote Access Terms and the Agreement, the provisions of these Remote Access Terms shall prevail. Any capitalized terms used herein shall have the same meaning as defined in the Agreement unless specifically defined otherwise in these Remote Access Terms.

1   The Remote Access Services

1.1   **Remote Access Services**. Unibap shall provide the Customer with remote access to the Unibap® hardware and operating system (the "**Remote Access Services**") for the limited testing purposes and time period outlined herein and the Quotation. The Remote Access Services available for purchase are described [in detail] at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf] (each a "**Service Description**"). Depending on the selected service plan, the Remote Access Services may also cover supplementary training and support. Unibap shall ensure that the Remote Access Services provided to the Customer under the Agreement conform with the applicable Service Description. Any updates or changes to a Service Description shall be considered part of the Agreement and binding upon the Parties. Unibap has the unilateral right to invoice the customer for ordered Remote Access Services following the date of the order.

1.2   **Remote Access Service Plans**: The Customer may choose to purchase Remote Access Services within the framework of any of the following remote access service plans (each a "**Remote Access Service Plan**"):

(i)   Light Plan

Scope. Under the "Light Plan", the Customer is granted limited remote access to Unibap hardware in the form of an Application Development System (ADS). This plan includes basic features and limited usage, as further specified at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf].

Access period. As specified in the applicable Quotation, typically between [1-3] consecutive months.

Payment. Payment shall be made within 30 days from the invoice date unless separately agreed otherwise and specified in the applicable Quotation.

(ii)   Premium Plan

Scope. Under the "Premium Plan", the Customer is granted remote access to Unibap hardware in the form of both an ADS and an engineering model unit (EM),

which is equivalent to a Unibap system deployed in space. This plan offers enhanced features and broader usage compared to the Light Plan. Further details can be found at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf].

(iii) *Access period.* As specified in the applicable Quotation, typically for a period of no more than 6 consecutive months.

Payment. Payment shall be made within 30 days from the invoice date, unless separately agreed otherwise and specified in the applicable Quotation.

(iv) Premium – Advanced Plan

Scope. Under the "Premium – Advanced Plan", the Customer is granted extensive remote access to Unibap hardware in the form of an EM and/or ADS depending on the Customer's requirements. In addition to the remote access granted under this plan, the Customer will receive specialized training in developing and optimizing software for the Unibap® platform, along with access to a predefined number of support hours. This plan includes comprehensive features, personalized support, and the broadest usage compared to the Light Plan and the Premium Plan. Further details are specified at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf].

Access period. As specified in the applicable Quotation, however not less than 6 consecutive months unless otherwise agreed between the Parties in writing.

Included training and support. The scope and contents of the included development training and support is set out in the the service description made available at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf]. Under this plan, the Customer will have access to a pre-determined number of support hours. Additional support, not covered by the Quotation, will be subject to standard hourly rates for support services.

Payment. Payment shall be made within 30 days from the invoice date, unless separately agreed otherwise and specified in the applicable Quotation. The cost for additional support will be invoiced monthly in arrears.

2 Access and use

2.1 **Setup and configuration**. The Customer shall be provided with secure login credentials to access the remote testing environment. The Customer is responsible for the setup and configuration of the Remote Access Services on its own systems.

2.2 **Limited access right.** The Customer agrees to use the Remote Access Services solely for the purpose of evaluating the Unibap® products, including but not limited to, developing and testing its own software, verifying algorithms, and conducting performance assessments prior to purchase.

2.3 **Prohibited activities.** The Customer shall not, and shall not attempt to, by itself or through anyone else, use the Remote Access Services in a manner that (i) could harm Unibap's infrastructure or reputation, (ii) infringes upon the intellectual property rights of Unibap or any third party; or (iii) is

not expressly permitted by these Remote Access Terms or applicable laws and regulations. The Customer is further expressly prohibited from copying, modifying, reverse engineering, decompiling, or disassembling any part of the Unibap® hardware, operating system, or pre-installed software.

2.4 **Compliance with laws.** The Customer shall comply with all applicable laws and regulations while using the Remote Access Services.

2.5 **Suspension and service revocation rights**. In the event the Customer breaches the terms of these Remote Access Terms or Unibap reasonably suspects such a breach, Unibap may suspend access to the Remote Access Services and related documentation without prior notice. Unibap will promptly notify the Customer of the suspension prohibited by law or if it compromises service or system security. Following resolution of the issues leading to the suspension, Unibap will promptly restore access to the Remote Access Services. However, if a resolution is not reached within 30 days, Unibap may terminate the service. Upon termination, the Customer shall cease all use and delete all access credentials and related documentation. Unibap shall not be liable for any damages, losses, or liabilities incurred by the Customer or any third party as a result of such suspension or termination. This termination right will be in addition to any other remedies stated herein.

3 Security and confidentiality

3.1 **Confidentiality of access credentials.** The Customer shall ensure that access credentials are kept confidential and are not shared with unauthorized persons.

3.2 **Confidentiality of data.** Any data or information accessed during the access period shall be treated as Unibap's confidential information and shall not be disclosed to third parties without Unibap's prior written consent.

3.3 **Security measures.** The Customer shall implement appropriate security measures to protect the integrity and confidentiality of the Remote Access Services.

3.4 **Liability for unauthorized access.** Unibap shall not be liable for any unauthorized access or data breaches resulting from the Customer's failure to maintain the confidentiality of access credentials. The Customer shall promptly notify Unibap of any unauthorized use or security breach.

3.5 **Data backup and recovery.** The Customer is solely responsible for backing up any data used or generated during the access period. Unibap shall not be liable for any data loss or corruption.

4 Service levels

4.1 **Service Availability.** Company shall use commercially reasonable efforts to maintain high availability of the Remote Access Services.

4.2 **Scheduled Maintenance**. Unibap may perform scheduled maintenance as needed to maintain and improve the Remote Access Services. Company will endeavor to provide Customer with advance notice of any scheduled maintenance that may significantly impact service availability.

4.3 **No Warranties.** The service levels stated herein are targets only and do not constitute a warranty or guarantee. Unibap expressly disclaims all warranties, express or implied, regarding the availability or performance of the Remote Access Services.

5 Training and technical support

5.1 **Scope.** Where applicable (primarily for Customers opting for the "Premium – Advanced Plan") Unibap shall provide development training and technical support for the Remote Access Services as specified at [https://unibap.com/wp-content/uploads/2024/12/unibap-remote-access-service.pdf], or as otherwise agreed between the Customer and Unibap in writing. Please note that additional terms governing the provision of support services are available in the Unibap Support Terms.

5.2 **Performance requirements.** Unibap shall perform the applicable technical support services (if any) in a professional manner in accordance with the terms and conditions of these Remote Access Terms and as specified in the Quotation, as applicable.

6 Marketing

6.1 **Reciprocal marketing rights.** The Customer and Unibap hereby grant each other a perpetual, non-exclusive, royalty-free license to use the other Party's logo, name, and marketing materials (collectively referred to as "Licensed Materials") for the purpose of referencing and/or promoting the collaboration between the Parties (i.e. to promote the integrated solution of Customer's software on Unibap® hardware and operating system). This license shall remain in perpetuity unless the licensing terms have been violated in which case the license shall immediately cease. Neither Party shall alter, modify, or create derivative works of the Licensed Materials without the other Party's prior written consent. Nothing in these Remote Access Terms transfers ownership of either Party's intellectual property to the other Party. Each Party represents and warrants that it has the right to grant the license described herein and that the use of its Licensed Materials as permitted under these Remote Access Terms will not infringe on any third party's intellectual property rights.

6.2 **Permitted use of Unibap marketing material**. Unibap will provide standardized marketing material that the Customer is authorized to use for the limited purpose of promoting the integrated solution of Customer's software on Unibap® hardware and operating system. The Customer agrees to use the provided material in its original form and shall not modify, alter, or create derivative works based on the material without Unibap's prior written consent. The Customer shall ensure that any use of the marketing material complies with applicable laws and regulations and does not misrepresent the relationship between the Customer and Unibap. Unibap reserves the right to revoke the authorization to use its marketing material at any time, upon written notice to the Customer.

7 Data Protection

7.1 **Compliance with data protection laws.** The Customer shall comply with all applicable data protection laws and regulations while using the Remote Access Services.

7.2   **Disclaimer of responsibility for data Loss.** Unibap shall not be responsible for any data loss or corruption resulting from the Customer's use of the Remote Access Services.

8   Intellectual property rights

8.1   **No transfer of rights**. All intellectual property rights in the Unibap® hardware, operating system, and any pre-installed software provided as part of the Remote Access Services shall remain the exclusive property of Unibap or its licensors. Nothing in these terms shall be construed as transferring any intellectual property rights to either Party.

8.2   **License gran**t. The Customer is granted a limited, non-exclusive, non-transferable right to use the Remote Access Services solely for the purpose of evaluating the Unibap® products and developing software compatible with the Unibap® hardware and operating system.

8.3   **Customer Data**. Customer shall retain all rights, title, and interest in and to any data, software, algorithms, and other intellectual property developed by the Customer using the Remote Access Services. The Customer shall have the exclusive right to use, modify, and distribute their developments as they see fit. However, and for the avoidance of doubt, this does not grant the Customer any rights to the Unibap® hardware, operating system, or any other software provided as part of the Remote Access Services, which shall remain the exclusive property of Unibap or its licensors.

9   Limited warranties

9.1   **Limited warranty**. Unibap warrants that it will provide the Remote Access Services with reasonable care and skill.

9.2   **Disclaimer of warranties.** Except as expressly provided in these Remote Access Terms, the Remote Access Services are provided "as is" without any warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.3   **No guarantee of uninterrupted service.** Unibap does not warrant that the Remote Access Services will be uninterrupted, error-free, or completely secure.

10   Termination

10.1   **Termination by Unibap**. Unibap reserves the right to terminate the Remote Access Services at any time if the Customer is found to be in breach of the terms set out in the Agreement.

10.2   **Termination by the Customer.** The Customer may terminate the Remote Access Services by providing written notice to Unibap, subject to any termination fees specified in the Quotation.

10.3   **Termination for cause.** Each of the Customer and Unibap may terminate the Agreement with immediate effect if the other Party should become bankrupt, enter into liquidation or become insolvent.

10.4 **Obligations upon termination.** Upon termination, the Customer shall immediately cease all use of the Remote Access Services and return or destroy any Unibap materials or data obtained during the access period (if any). The Customer is responsible for the retrieval of any independent Customer data stored using the Remote Access Services. However, Unibap will, upon the Customer's written request, provide reasonable assistance to the Customer to transition any Customer data stored on the accessed Unibap hardware, subject to additional fees as agreed upon by the Parties. Should the Customer fail to clearly instruct Unibap in writing within thirty (30) days after termination regarding its desire for assistance in the transition of data, the data will be deleted in accordance with Section 10.5. Unibap shall not be held responsible for any data deleted because of the Customer's failure to provide timely written instructions.

10.5 **Hardware reset**. Upon the termination or expiration of the Remote Access Services, Unibap commits to resetting the hardware that the Customer had access to during the term. This process includes the complete erasure of all data, configurations, and software installed by the Customer, ensuring that the hardware is restored to its original state. This measure is taken to protect the Customer's proprietary information and to comply with industry standards for data security and privacy.

10.6 **Surviving clauses**. Any provisions in the Agreement that, by their nature, are intended to survive termination, shall do so. This includes but is not limited to, those pertaining to intellectual property rights, confidentiality, and indemnification.

11 Miscellaneous

11.1 **Audit Rights**. Unibap reserves the right to audit the Customer's use of the Remote Access Services to ensure compliance with these Remote Access Terms. The Customer agrees to provide reasonable assistance and access to information during such audits.

11.2 **Order of precedence**. In the event of any conflict or inconsistency between the terms of these Remote Access Terms and the General Terms and Conditions of the Agreement, the terms of the Remote Access Terms shall prevail to the extent they are more specific.

11.3 **Amendments.** Any amendments to these Remote Access Terms must be made in writing and signed by both Parties.

11.4 **Changes.** Unibap may change these Remote Access Terms and will notify the Customer 30 days before any changes. The Customer is responsible for reviewing the changes and understanding their implications. By continuing to use the Remote Access Services after the notice period, the Customer consents to and accepts the revised terms. If the Customer does not agree with the modified terms, it may terminate the Agreement in the parts affected concerning the Remote Access Services.