

# Unibap General Terms and Conditions

These Unibap general terms and conditions (“**Unibap General Terms and Conditions**”) have been attached to an order form or quotation (the “**Quotation**”) and apply for Unibap’s provisioning of the Unibap products and services, and associated support services, where applicable.

“**Unibap**” means Unibap Space Solutions AB (publ), a Swedish joint-stock company with corporate registration number 556925-1134 and “**Customer**” means the company to which the Quotation is assigned. Each of Unibap and the Customer are hereinafter also referred to as “**Party**” or together the “**Parties**”. Any capitalized terms used but not defined herein shall have the meaning given to them in the Quotation.

## 1 Provision and use of Ordered Items

- 1.1 Scope.** Unibap shall provide to the Customer the items specified in the Quotation (“**Ordered Items**”) in accordance with the terms set out in the Agreement. This includes any hardware, software, support, and other services that are ordered by the Customer.
- 1.2 Product-specific terms.** Detailed descriptions, specifications and product-specific terms concerning the Unibap hardware and the Unibap operating system (Unibap SCOS), the Unibap Framework (Unibap SCFW), and other Unibap software are set out in the [Unibap Hardware Terms](#) and the [Unibap Software Terms](#), which are an integrated part of this Agreement.
- 1.3 Right of use and resale.** Ordered Items may be used by Customer for Customer’s (including its affiliates’) own internal business purposes, and for resale, subject to the terms and conditions of the Agreement. Sub-licensing and/or resale of Ordered Items is permitted only to the extent specified in the Quotation or as otherwise separately agreed between the Parties in writing. In the event of permitted sub-licensing and/or resale, the Customer shall ensure that any end-user of the Ordered Items, or any part thereof, is bound by the terms of the [Unibap End-User License Agreement \(EULA\)](#). The Customer assumes full responsibility for ensuring compliance with the EULA, all applicable laws, regulations, and respect for third-party rights and agrees to indemnify Unibap for any damages or losses resulting from such breach.
- 1.4 Support Services.** Unibap’s provision of ordered support services (the “**Support Services**”) will be governed by the separate [Unibap Support Terms](#), detailing the structure, content, service levels, response times, and obligations of the Parties. These terms form an integral part of this Agreement and the Customer’s use of the Support Services shall be subject to the conditions stipulated therein as supplemented by these Unibap General Terms and Conditions.
- 1.5 Custom Development Work.** Any custom development of hardware and/or software requested by the Customer will be subject to a separate Statement of Work (SOW). The SOW will be mutually agreed upon by Unibap and the Customer and will specify the development requirements, deliverables, milestones and any other terms relevant to the custom work. The general terms and conditions of this Agreement shall govern the SOW to the extent they are not in conflict with the specific terms set forth in the SOW. Each SOW will form a part of this Agreement once executed by both Parties and will be subject to the same level of confidentiality and intellectual property protections as provided in the Agreement.

## 2 Fees and payment terms

- 2.1 Fees.** The Customer shall pay the fees set out in the Quotation. All fees are set out exclusive of value added tax (VAT) and other additional taxes and charges. All such taxes and charges shall be paid by the Customer. In the context of international payment transactions, the Customer is responsible for any extra costs or charges that may arise during the payment process. This could include fees associated with currency conversion, international wire transfers, or any other related expenses.
- 2.2 Additional services.** Unless otherwise specifically agreed between the Parties, any additional services provided to the Customer by Unibap will be charged on a time and material basis in accordance with Unibap's from time to time applicable price list. For expenses, Unibap shall be entitled to charge the Customer for the purchase price plus 15 percent markup, unless otherwise agreed upon between the Parties. Additional services and/or expenses will be invoiced to the Customer continuously after delivery and/or performance.
- 2.3 Price changes.** Unibap reserves the right to adjust any recurring fees and hourly rates annually to account for inflation. The adjustment will be calculated based on the Consumer Price Index published by the Swedish Central Bureau of Statistics (SCB). In addition to the aforesaid, Unibap reserves the right to adjust the fees in response to any material increases in costs, including but not limited to costs for raw materials, labor, and regulatory compliance. Any changes to the fees will be communicated to the Customer at least 30 days before the new fees take effect together with detailed documentation justifying the necessity of the price adjustment.
- 2.4 Payment.** Unibap will invoice the Customer in accordance with the payment schedule set out in Annex 2 (Payment and Delivery Schedule). Payment of invoices shall be made within 30 days from the date of the invoice.
- 2.5 Late payment interest.** In case of late payment by the Customer, Unibap may impose a penalty interest of 15 percent of the invoiced amount from the date on which payment was due. Furthermore, in the event of late payment, Unibap shall be entitled to suspend the fulfilment of its obligations under this Agreement, provided that 15 days have passed since a written demand regarding the late payment was sent to the Customer.
- 2.6 Invoice objections.** Invoice objections must be presented in writing no later than 14 days after the date of invoice. Even if an objection has been raised within such period, the Customer shall pay any undisputed part of the invoiced amount by the due date.
- 2.7 Audit.** Unibap reserves the ongoing right to assess the Customer's credit. In the event of reasonable doubt regarding the Customer's ability to make payments or in case of previous late payments, the Licensor may demand advance payment of applicable fees.
- 2.8 Payment assignment.** Unibap has the right to assign its right for payment under the Agreement to a third party.

## 3 Intellectual property rights

- 3.1 Ownership.** All intellectual property rights, including but not limited to copyrights, patents, trade secrets, and trademarks, in relation to the technology, software, designs, engineering details,

schematics, and similar data incorporated in or pertaining to the Unibap products and services, including specifications and any other accompanying documentation (such as tender documents and materials, calculations, drawings, models, plans, sets of tools, etc.) or information derived from the aforementioned, are the exclusive property of Unibap or its licensors. All rights not expressly granted under the Agreement are reserved by Unibap.

- 3.2 Labels and notices.** The Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of Unibap's patent, copyright or trademark notices placed upon, embedded in or displayed on the Ordered Items or their packaging and related materials.
- 3.3 Feedback.** The Customer may voluntarily provide feedback, suggestions or comments on the Unibap products and services (“**Feedback**”). If such feedback is provided, Unibap has the non-exclusive, royalty-free, perpetual, and irrevocable right to use, modify, and otherwise exploit this feedback for the purpose of development and improvement of the Unibap products and services. The Customer's provision of feedback is voluntary, and Unibap is not obligated to act upon it.

## 4 Confidentiality

- 4.1 Confidentiality undertaking.** Each Party acknowledges that all non-public information provided by the other Party in connection with the Agreement, including but not limited to the Unibap products and software and any related documentation, is regarded as confidential information (“**Confidential Information**”). The receiving Party shall use such confidential information solely for the purposes of this Agreement and shall not disclose it to any third party except as described herein or as approved in writing by the providing Party.
- 4.2 Exceptions to confidentiality undertaking.** The foregoing confidentiality obligation shall not be applicable to any information that (a) is publicly available, (b) has been independently developed by the receiving Party without the use of confidential information, (c) is obtained by the receiving Party other than through a breach of confidence, or (d) is required to be disclosed by applicable law or regulation.
- 4.3 Permitted disclosures.** The receiving Party may disclose Confidential Information to its representatives, meaning any parent, subsidiary, affiliate, employee, agent, independent contractor, consultant, advisor, vendor, or customer (in case of resale), provided that such representative:
- (i) has a need to know the Confidential Information in order for the receiving Party to fulfill its obligations under this Agreement;
  - (ii) is informed of the confidential nature of the Confidential Information, and
  - (iii) is bound to confidentiality restrictions not less restrictive than those set forth in this Agreement.

The receiving Party shall ensure that its representatives comply with the terms and conditions of this Agreement and are responsible for their non-compliance and/or breach.

- 4.4 Public disclosure.** Notwithstanding any other provision in this Agreement, the Parties acknowledge and agree that disclosures may be made if required by the rules and regulations of any stock exchange upon which the shares of either Party are listed or traded. Such disclosures shall be limited

to the extent necessary to comply with the said rules and regulations, and the disclosing Party shall, to the extent practicable and legally permissible, provide the other Party with prior notice of such disclosure and an opportunity to comment on the proposed disclosure.

**4.5 Confidentiality term.** The confidentiality obligations in this clause shall remain in force without limitation in time.

**4.6 Survival.** The confidentiality obligations herein shall survive the termination of the Agreement.

## 5 Trade compliance

**5.1 Export license disclaimer.** Unibap's products, including software, hardware, services, and technologies (the “Items”), may be subject to export control and sanctions laws administered by the European Union, the United States and other applicable jurisdictions (“**Export Control and Sanctions Laws**”). Any delay or incomplete delivery, caused by a denied or delayed export license or authorization required by applicable Export Control and Sanctions Laws, shall not constitute a breach of this Agreement. All proposals and deliveries are subject to that all necessary export licenses and authorizations are granted. Unless legally prohibited under applicable Export Control and Sanctions Laws, any payments made under this Agreement shall be promptly returned to the paying party, less any costs already incurred by Unibap in preparation for fulfilling this Agreement, which shall be non-refundable.

**5.2 Customer compliance with Export Control Laws.** The Customer agrees to comply with Export Control and Sanctions Laws applicable to the Items. The Customer warrants that the Customer is not, directly or indirectly, owned or controlled by one or more persons listed on any list of prohibited parties or subject to sanctions imposed by the Export Control and Sanctions Laws. The Customer must immediately inform Unibap about any change of ownership, control and/or other circumstances that may constitute a breach of this Section 5. The Export Control and Sanctions Laws include restrictions on destinations, end users and end use of the Items. The Customer must not export, re-export, transfer or otherwise make available any Item received under this Agreement, (i) in violation of the Export Control and Sanctions Laws; (ii) to, or for use in, the Russian Federation or Belarus; or (ii) use any intellectual property rights or rights of access to (or re-use of) materials or information protected by intellectual property rights or protected as trade secrets received or licensed under this Agreement in connection with any items intended for sale, supply, transfer or export, directly or indirectly, to the Russian Federation or Belarus. The Customer is responsible for ensuring that all users of the Ordered Items, including any end users, comply with these obligations and must immediately inform Unibap of any detected or suspected breach of this Section 5.

**5.3 Violations of Export Control Laws.** The Customer agrees to indemnify and hold Unibap harmless from any and all losses, damages, penalties, or legal actions resulting from the Customer's violation of the Export Control and Sanctions Laws. Unibap reserves the right to refuse to enter into or to perform any order, or to cancel any order in its sole discretion, including the right to terminate this Agreement immediately if Unibap suspects that the Customer has failed to comply with any part of this Section 5. The Customer agrees to cooperate fully with Unibap in any investigations related to Export Control and Sanctions Laws.

## 6 Data Protection

Unless otherwise provided in the Agreement, no data processing will be conducted on behalf of the other Party under this Agreement. Each Party is solely responsible for its data processing activities, ensuring compliance with applicable data protection laws, including the General Data Protection Regulation (EU 2016/679) and any applicable national or regional data protection regulations. In the event of data processing on behalf of the other Party, the Parties will enter into a separate data processing agreement.

## 7 Compatibility commitments

**7.1** Unibap provides the following compatibility guarantees to the Customer for purchased Unibap standard hardware and software (“**Standard Products**”), provided that the Customer is using (i) the most recent version of the Unibap software that is officially maintained and supported by Unibap, and (ii) the most recent version of the applicable Unibap hardware or firmware released by Unibap:

- (i) **Future compatibility.** Standard Products purchased by the Customer will support new Unibap software releases (including updates) for at least two (2) years from the purchase date stated in the Quotation.
- (ii) **Software update compatibility.** If the Customer purchases Unibap software, any updates to that software released within three (3) years of the original purchase date will remain compatible with all other Standard Products purchased by the Customer under the same Quotation.
- (iii) **Operational compatibility.** Any Unibap software purchased by the Customer will operate as intended on the Customer’s existing Unibap hardware and software, provided that such hardware or software is not more than two (2) years old at the time of use.

**7.2 Restrictions.** The compatibility commitments set out in Section 7.1 are contingent upon the hardware and software being used in accordance with the specifications and recommendations provided by Unibap. Any modifications, alterations, or unauthorized changes to the hardware or software may void the compatibility guarantee. Further, the warranty does not cover issues arising from the use of incompatible third-party components or software. Except for what is expressly stated in this clause, no other guarantees regarding the compatibility of the purchased hardware or software are provided by Unibap.

**7.3 Exclusion of other warranties.** Except as expressly stated in Section 7.1, no other warranties regarding compatibility, performance, or fitness for a particular purpose are provided by Unibap. The Ordered Items and related documentation are otherwise provided “as is”.

**7.4 Separate terms for Customized Products.** If the Customer has purchased Customized Products (solutions developed specifically for the Customer under a separate Statement of Work) or any Standard Products purchased together with such Customized Products, compatibility is governed by the separate [Lifecycle Management Terms](#) for Customized Products forming a part of this Agreement.

## 8 Limitation of liability

- 8.1 Customer indemnification.** The Customer agrees to indemnify and hold harmless Unibap from any third-party claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with the use or resale of the Ordered Items in contradiction with the terms of the Agreement.
- 8.2 Direct damages.** Unibap's liability for any claim arising out of or in connection with this Agreement shall be limited to direct damages only and shall not exceed the total fees paid by the Customer to Unibap for the Ordered Items during the 12 months preceding the date of the claim.
- 8.3 Consequential and indirect damages.** Unibap shall not be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of profits, business interruption, or data loss, regardless of the foreseeability of such damages.
- 8.4 Exclusion of certain liability.** Unibap shall not be liable against the Customer for any faults, damages, or losses arising from:
- (i) The Customer's, its affiliates, users, or in case of resale, the Customer's end-customers, use of the Ordered Items in contradiction with the terms of the Agreement;
  - (ii) Faults or damages caused by the Customer's integration of the Ordered Items with other software or hardware than that provided by Unibap; or
  - (iii) Events or circumstances beyond its reasonable control, including but not limited to connectivity issues, natural disasters, fires, strikes, acts of terrorism, or other Force Majeure Events (as defined in Section 9).
- 8.5 Space launch liability.** For any Ordered Items that will be launched into space, Unibap shall have no responsibility or liability whatsoever for such Ordered Items, including for any damages/losses – whether direct or indirect – arising from or relating to events that occur as part of or after the commencement of the launch procedure carrying such Ordered Items into space. In addition, any representation and warranty given by Unibap under the Agreement shall expire upon commencement of the launch.

## 9 Force Majeure

Neither Unibap nor the Customer shall be liable for any delay or failure to perform their obligations (except payment obligations) under the Agreement if such delay or failure is due to a “**Force Majeure Event**”, including but not limited to strikes, natural disasters, pandemics, wars, power outages, governmental actions, terrorism, or any other cause beyond reasonable control, including failure to obtain an export license. The affected Party must promptly notify the other Party and make reasonable efforts to resolve the issue. If a Force Majeure Event persists for more than three months, either Party may terminate the Agreement immediately. If a Force Majeure Event only partially affects a Party's obligations, that Party remains liable for the unaffected obligations.

## 10 Termination

- 10.1 Termination for cause.** Either Party may terminate the Agreement for cause upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within 30 days from receiving notification of the breach. A Party may also terminate the Agreement with immediate effect if the other Party should become bankrupt, enter into liquidation or become insolvent.
- 10.2 Surviving clauses.** Any provisions in this 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 Communication

Unless otherwise specifically stated herein, all notices under this Agreement shall be in writing and sent by email to the respective email addresses provided by the Parties in the Quotation. Any notice sent by email shall be deemed to have been received on the date of transmission, provided that no delivery failure message is received by the sender. Either Party may change its email address for notice by providing written notice to the other Party.

## 12 Governing law and disputes

- 12.1 Governing law.** The Agreement shall be governed by the substantive law of Sweden, excluding any conflict of laws principles.
- 12.2 Dispute resolution.** Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the “**SCC**”). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 12.3 Injunctive relief.** The choice of arbitration does not prevent a Party from seeking injunctive relief or specific performance in a court of general jurisdiction to enforce its rights under the Agreement.

## 13 Final provisions

- 13.1 Entire agreement.** This Agreement constitutes the entire agreement and supersedes all prior discussions and agreements between the Parties relating to the matters dealt with herein.
- 13.2 Waiver.** If a Party does not enforce a right under this Agreement, that is not a waiver of that right at any time.

- 13.3 Unenforceability.** If any provision of this Agreement is deemed illegal or unenforceable by a court or other authority, the Parties will amend it to maintain their original intent. If impossible, the provision may be severed, and remaining provisions will persist. If severance defeats the Parties' original intent, either Party may terminate the Agreement with 30 days' notice.
- 13.4 Assignment.** Neither Party can assign this Agreement to a third party without the other Party's written consent.