ROIMA

GENERAL TERMS AND CONDITIONS

22 September 2026

1 Scope and applicability

These Roima General Terms and Conditions are incorporated into the Agreement entered into by the Parties. Unless otherwise mutually agreed in writing, these General Terms shall govern the provision of Roima's Software and Services to the Customer. The contracting parties are identified in the Agreement.

2 Definitions

In this document the following terms and expressions, including their grammatical variations, shall have the meaning set forth below.

Term	Definition
Affiliate	Affiliate means any corporation or company directly or indirectly owning, owned by or under common control with either Party to the extent that the ownership is of more than fifty per cent (50%) of the stock entitled to vote for the election of directors
Agreement	Agreement concerning provision of Roimas' Software and Services made by and between Roima and the Customer
Customer Data	Information or material transferred to the Software by the Customer or otherwise provided or made available to Roima for the use of the Software on behalf of the Customer, as well as other information or material defined by the parties as the Customer Data.
Sanctions	Any economic, trade or financial sanctions or other trade restrictions administered or enforced by the United Nations, the European Union, the United States of America (USA), UK or any other relevant jurisdiction, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, the U.S. Treasury Department Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons or any similar list maintained by any EU member state or the country of registration of Roima or the Licensee.
Service	Any activity, support, or assistance work related to Roima's Software or Software as a Service (SaaS) offering, or any other service agreed between Roima and the Customer that is performed or provided by Roima for the benefit of the Customer under the Agreement.
Software	Roima's proprietary standard software and related documents, including modifications to Roima's standard software and new versions provided to the Customer by Roima

3 Payment terms and changes

3.1 Payment terms

All prices are exclusive of Value Added Tax (“VAT”). The prevailing VAT rate will be applied to quoted prices and service charges at the time of invoicing.

Payment term is 14 days net. Late payments will incur interest in accordance with the applicable Interest Act valid at the time.

3.2 Changes in prices

Roima has the right to change the prices of the Agreement. The Customer must be notified of price changes, no later than thirty (30) days before they take effect. If the Customer does not accept the price changes, the Customer may terminate the Agreement with a notice period of six (6) months and the price changes will not take effect during the notice period

4 Subcontracting

The Customer hereby authorizes Roima to engage its Affiliates or other parties as subcontractors for the provision of services, as deemed necessary. This authorization enables Roima to utilize the resources and expertise of its Affiliates or other parties to fulfill its obligations under the Agreement.

Roima remains fully responsible for the actions and performance of any subcontractor, as though such work was performed directly by Roima itself. Any services provided by subcontractors will be held to the same standards and obligations as those required of Roima under the Agreement

5 Intellectual property rights

There shall be no effect on the copyrights, other Intellectual Property Rights or any other rights which existed prior to the effective date of the Agreement.

Roima retains all registered and unregistered intellectual property rights to the Services, modifications thereto, and all similar or equivalent rights or forms of protection in any part of the world. Unless otherwise expressly agreed upon between the Parties, no rights, title, ownership or other interest shall be assigned or granted or otherwise transferred from Roima to Customer.

Customer retains ownership and intellectual property rights and all other rights, title and interest in and to all Customer Data and to all Customer-specific documentation such as documentation describing Customer business rules. The Customer Data shall not, without the Customer’s approval, which may be given in its sole discretion, be (i) disclosed, sold, assigned, leased or otherwise provided to third parties, or (ii) commercially exploited by or on behalf of Roima, provided, however, that Roima shall have the right to use and process Customer Data in an anonymized and aggregated form, which does not identify the Customer or any individual, for the purposes of developing, improving, and enhancing its Software and services.

In other respects, the intellectual property rights are agreed in the Appendices that are attached to the Agreement.

6 Confidentiality

Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential and may not use such

material or information for any purposes other than those set out in the Agreement. The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public; (b) which the receiving Party has received from a third Party without any obligation of confidentiality; (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; (d) which the receiving Party has independently developed without using material or information received from the other Party; or (e) which the receiving Party is required to provide due to law or regulation by the authorities.

Each Party shall promptly upon termination of the Agreement or when the Party no longer needs the material or information in question for the purpose set out in the Agreement cease using confidential material and information received from the other Party and upon request return or destroy the material including all copies thereof in a reliable manner. Each Party shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

The rights and responsibilities under this section 6 shall survive the termination, expiration or cancellation of the Agreement. Unless otherwise agreed in writing, these rights and obligations shall expire 5 years after the termination or expiration of the Agreement. The termination or expiration of the agreement shall, however, not affect the rights and obligations related to this section 6, if applicable laws require a longer confidentiality obligation than the confidentiality period set out in this section.

7 Artificial Intelligence

The Services may include features or functionalities that use artificial intelligence, machine learning, analytics, or similar automated technologies (“AI Functionality”), as described in the applicable documentation. AI Functionality is intended to support the Customer’s use of the Services and to enhance efficiency, insights, and usability.

AI-generated outputs are produced using automated and probabilistic processes and may, in some cases, be inaccurate or incomplete. AI Functionality does not replace human judgment. The Customer is encouraged to review AI-generated outputs before relying on them and remains responsible for decisions and actions taken based on such outputs. Roima does not warrant that AI-generated outputs will be error-free or suitable for any specific purpose.

Roima designs and provides AI Functionality in accordance with applicable laws and regulations governing artificial intelligence, including EU legislation. The Customer shall use AI Functionality in accordance with this Agreement, product specific documentation and applicable law, and remains responsible for how AI-generated outputs are applied within its own operations, including ensuring appropriate human oversight where relevant.

Subject to this Agreement and the applicable Data Processing Agreement, Roima may use anonymised and aggregated data derived from the use of the Services to maintain, develop, and improve the Services, including AI Functionality. Such data is used solely for these purposes and cannot be used to identify the Customer or any individual person.

8 Sanctions and export control

Each Party warrants that, it or any entity or person that has direct or indirect control of fifty percent or more of its shares (“Beneficiaries”) are not subject to any Sanctions. A breach of this warranty shall be considered a material breach for the purpose of this section. Parties agree that if it or any of its Beneficiaries become subject to any Sanctions, whether introduced before or

after such date, which prohibit or restrict a Party's performance of or rights under the Agreement, or the performance of the Agreement exposes such Party, or creates a risk of such being Party being exposed, to any Sanctions, including, without limitation, any extraterritorial or secondary sanctions, the other Party may suspend or terminate the Agreement upon such Sanctions becoming effective.

Each Party warrants that, it and all its subcontractors shall comply with (i) all Sanctions or other trade restrictions relevant to the Agreement. This includes, without limitation, sanctions or other trade restrictions issued by the United Nations, the USA, the EU, UK or any other applicable country or institution. Each Party shall also comply with all applicable export control laws and regulations, including without limitation the U.S. Export Administration Regulation, the EU Dual Use Regulation Council Regulation EC NO 2021/821, its valid amendments and all similar laws in the country of domicile of the Customer and/or Roima, and from where the services will be exported.

Each Party shall use commercially reasonable efforts to ensure that all required export control classification and/or all necessary information related to export, re-export authorization or licenses or written confirmations that no export authorization is needed, or services are not classified as dual-use items as provided.

9 Liability

To the extent permitted under applicable law, under no circumstances will either Party be liable to the other Party or their contracting parties for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of or in any way related to the Agreement, loss of profits, revenue, production, business opportunity, or loss of anticipated savings, goodwill or reputation, howsoever arising, even though the Parties may be aware of the possibility or likelihood of such cost, loss or damage and regardless of the form of action or whether arising in contract, tort, negligence, by statute or otherwise.

The parties hereby expressly agree, that the total liability of either Party to the other for damages shall not exceed the total amount of the fees paid by the Customer to Roima under the Agreement during the twelve (12) months preceding the event giving rise to such claim.

The limitations of liability described in this section 9 shall not apply with respect to a breach of the obligations under section 5 (Intellectual property rights), 6 (Confidentiality) or in case of willful misconduct or gross negligence.

10 Force majeure

Neither Party shall be liable for delay and damage caused by an impediment beyond the Party’s control and which the Party could not have reasonably taken into account at the time of conclusion of the Agreement and whose consequences the Party could not reasonably have avoided or overcome. Such force majeure events shall include, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, a force majeure event when the Party concerned is the target or a Party to such an action.

A force majeure event suffered by a subcontractor of a Party shall also be considered a force majeure event in relation to the Party if the work to be performed under subcontracting cannot be

done or acquired from another source without incurring unreasonable costs or significant loss of time.

If it becomes evident that fulfilment of the Agreement will be delayed for more than 60 days due to a force majeure event, the Party not subject to the force majeure event shall be entitled to terminate the Agreement or any SOW wholly or in part without either Party having the right to claim damages.

Each Party shall without delay inform the other Party in writing of occurrence and end of a force majeure event.

11 Recruitment restriction

Neither Party may engage a person who is or has been involved in the Services as an employee of the other Party and performs or has performed essential tasks relating to the Services, or enter into any other agreement or otherwise agree on such arrangement, purpose of which is to obtain the work contribution of the person in question, until six (6) months have passed from the termination or expiration of the Agreement.

The recruitment restriction shall not, however, apply if the employment of the person in question has been terminated for a reason attributable to the employer, or if the recruitment occurs on the initiative of the person in question in response to a public job advertisement.

In case of a breach of the recruitment restriction in this section the breaching Party shall be liable to compensate the other Party by way of liquidated damages an amount corresponding to 6 months' gross salary of the person in question.

12 Term and termination

The validity of the Agreement and provisions regarding termination for convenience are set forth within the Agreement. In addition to those provisions, the following terms shall apply:

12.1 Termination for cause

Either Party shall be entitled to terminate the Agreement and any Statement of Work ("SOW") for cause with immediate effect if:

(a) the other Party is in material breach of the terms and conditions of the Agreement and, if such breach is capable of being remedied, fails to remedy such breach within thirty (30) days of a written notice from the other Party to remedy the breach;

(b) the other Party becomes insolvent, goes bankrupt or falls into liquidation or anything similar happens to the other Party under any applicable laws, or it is otherwise clear that the other Party will be unable to meet its contractual obligations in full due to financial difficulties;

(c) subject to Section 8 Sanctions and export control; and

(d) subject to Section 10 Force Majeure.

Roima is also entitled to suspend Customer's access to Software and Service or terminate the Agreement with immediate effect, if the Customer has not paid a due and correct payment within 14 days of a written overdue payment reminder and the Customer has not provided Roima with an acceptable guarantee for the payment of the invoices under the Agreement.

12.2 Effects of termination

Any termination or cancellation of the Agreement shall be made in writing and any applicable notice periods shall commence from the delivery date of the termination notice.

Upon the effectiveness of expiration or termination of the Agreement, the Customer's use rights to the applicable Software and Services shall terminate. Expiration or termination of the Agreement will not release either Party from making payments which it may be owing to the other Party through the effective date of such expiration or termination. Termination of the Agreement does not affect the terminating Party's other rights and remedies under the Agreement, unless stated otherwise.

13 Transition assistance

Upon expiration or termination of the Agreement, Roima shall provide reasonable assistance to the transition of the Customer Data in the possession of Roima to a party designated by the Customer.

In accordance with Article 26 and 31 of Regulation (EU) 2023/2854 (EU Data Act), the portability and switching obligations in Chapter VI referred to in Article 31(1) do not apply where where the conditions set out in that provision are met. The Software and Services under this Agreement involve tailored configurations, integrations, and operational environments specific to the Customer's requirements. Due to these unique implementation features, standardized portability is technically infeasible without significant manual effort. Roima will, however, cooperate to facilitate data extraction and migration through alternative means where reasonably possible. Unless otherwise agreed in writing, the obligation to provide transition assistance ends after one (1) month after the expiration or termination of the Agreement. The agreed pricing principles shall apply to any transition assistance provided.

The obligation mentioned in this Section above shall not apply if the Agreement is terminated due to a material breach by the Customer. However, Roima shall provide transition assistance if the Customer settles all outstanding amounts and provides a reasonable guarantee for any further payments under the Agreement.

14 Applicable law and settlement of disputes

The Agreement shall be governed by the substantive laws of the country in which the Roima entity acting as the supplier is domiciled, without regard to its principles and rules on conflict of laws. It is expressly agreed that the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded from the Agreement.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Chamber of Commerce in the country of domicile of the Roima supplier entity. The Arbitral Tribunal shall be composed of one (1) arbitrator. The seat of arbitration shall be in the capital city of the country in which the Roima entity acting as the supplier is domiciled (i.e. Helsinki, Finland; Stockholm, Sweden; or Copenhagen, Denmark, as applicable). The language to be used in the arbitral proceedings shall be English.

15 Additional terms applicable for delivery projects

The terms in this Section 15 are applicable only for delivery projects agreed in a SOW made by and between the Parties under the Agreement.

15.1 Procedure for acceptance

Unless otherwise agreed, the Customer shall conduct the acceptance test of the deliverables within 30 days from the date the deliverables are submitted for acceptance.

“Error” means a situation in which the deliverable does not fulfil agreed written specifications, fails in agreed test cases and does not otherwise function as agreed in writing in the Agreement. An error for which the Customer is liable, or an error caused by any software the Customer is responsible for does not constitute an Error. The Customer shall without undue delay inform Roima in writing of all Errors and shall identify such Errors in sufficient detail.

Errors that are not material or do not substantially interfere with the use of the deliverable shall not prevent the acceptance. Roima shall, however, correct such Errors without undue delay in accordance with the agreed warranty terms.

The deliverables shall be deemed to be accepted, (a) when the Customer notifies Roima of the acceptance of the deliverables in writing; (b) when Roima has demonstrated that it has corrected all Errors reported by the Customer in writing which prevented earlier acceptance; (c) if the Customer has not given in accordance with above a written complaint regarding an Error or has not conducted agreed Customer testing which prevents acceptance; or (d) if the Customer takes the deliverable into production use.

The parties may separately agree on the testing and acceptance of partial deliveries. To the extent the parties have not agreed otherwise in writing, the above shall also apply to the testing and acceptance of partial deliveries.

Final acceptance of the delivery project agreed in SOW shall occur upon the acceptance of all the deliverables.

15.2 Delivery change management process

The change management process for the delivery is described in more detail in the the applicable SOW and Project Plan.

15.3 Warranty for the delivery

The provisions in this Section 15.3 supplement the Roima End-User License Agreement (“EULA”) and apply to customizations, configurations and integrations to the Software agreed in a Statement of Work (“SOW”) between the Parties.

Roima undertakes to correct at no cost and without undue delay all such Errors in the delivery as are reported in writing by the Customer to Roima during the warranty period. The correction of an Error may also be done by providing a workaround or by providing the Customer with written instructions on how to bypass the Error, if this can be done without causing additional costs or substantial inconvenience to the Customer. The warranty period is 90 days from the final acceptance of the delivery project agreed in the SOW.

The warranty shall be valid only if the deliverables are used as specified by the Roima and for the deliverables tested according to the test cases and test plan specified in the Project Plan.

The warranty does not cover repair of an error caused by (a) use contrary to the Agreement or the written instructions given by Roima, (b) a non-supplier product, or (c) a change or correction made by the Customer or a Customer's third-party (d) Customer Data, add-on, configuration or business logic originated from the Customer.

The warranty shall not apply to non-production type of deliveries, such as Proof of Concepts (PoCs), Proof of Values (PoVs), or other exploratory, pre-production or consultancy work, unless otherwise explicitly agreed in writing.

If it is established that correction of the error reported by the Customer is not covered by the warranty, Roima shall be entitled to charge for diagnosis and location of the error in accordance with the agreed pricing principles. In addition, the Supplier shall be entitled to charge the Customer for such agreed corrections of errors as are not covered by the warranty.

15.4 Changes to Project Scope

All changes to the specifications and other changes to the scope and the possible effects of such changes on the time schedule, price and other terms and conditions of the Agreement must be agreed in writing by the authorized persons in order to be valid. The change process is described in more detail in the Project Plan.