

HUMLY

TERMS AND CONDITIONS OF SALE

This document sets forth the terms and conditions of sale of Humly™ branded products and services.

1. DEFINITIONS

“Applicable Data protection Law” means the following data protection law(s): (a) Where Subscriber is established in an European Economic Area (EEA) member state or where Subscriber or User access the Service from an EEA member state the EU Regulation 2016/679 entitled “On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)” and any applicable national laws made under it; and (b) any other applicable country specific laws.

“Customer” means the entity or person that orders/subscribes for Products and/or Services.

“Data Processing Agreement” or **“DPA”** means Humly Data processing Agreement, required to be accepted by Customer pursuant to Applicable Data protection Law, as further detailed in Clause 9.

“Data Security Standards” or **“DSS”** means Humly’s data security standard as applied from time to time, as further detailed in Clause 9.

“Humly” means Humly Solutions AB, having its registered offices at Sveavägen 124, 113 50 Stockholm and any Humly designated authorized Partner.

“Humly’s Technology” means the Software, applications, API, and all of Humly’s and/or its licensors technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) owned by Humly and/or its licensors, and/or used in providing the Service, Applications, API, and subsequent updates or upgrades of any of the foregoing.

“Infrastructure Products” means data storage and converged function data management hardware and their related Software, or, if offered by Humly in an individual quote to you, any other Product that comprises data storage, back-up and converged function data management products or independently accessible Software performing data storage, management or back up function(s).

“Intellectual Property Rights” means all rights under patent law, copyright law, trade secret law, trademark law, and any and all other Proprietary Rights.

“Order” means a duly executed order of Products and/or Services by Customer, and such order shall be on these Terms and Conditions and correspond to relevant Quotation.

“Partner” means a Reseller or a Referrer.

“Personal Data” means any information relating to an identified or identifiable natural person (data subject) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

“Product” means any Humly™ branded hardware product, software and service.

“Proprietary Rights” means Humly’s, Intellectual Property Rights (including name, logo, trademarks, trade names, trade dress, design, look and feel) Humly’s Technology and Documentation, and other proprietary rights.

“Quotation” means the quotation sent by Humly (or a Partner) to Customer, which Humly agrees to sale and supply or Products and/or Services to Customer on these Terms and Conditions. Any delivery dates in a quotation are indicative.

“Reseller” means a Humly authorized reseller who in its own name manages activities and deliverables during a sales cycle and through whom the Products and/or Services are sold and/or otherwise made accessible to Customer, as Humly’s Product or Service, or branded with Reseller’s name.

"Referrer" means a Humly authorized sales agent who provides a sales lead by way of contact and contextual information regarding Customer to Humly for Humly to sell one or more Products and/or Services directly to Customer.

"Sale Agreement" constitute a sale agreement between Customer and Humly upon when Order submitted by Customer is accepted by Humly on these Terms and Conditions, and until accepted Sale Agreement shall be of no force or effect whatsoever.

"Service" means any chargeable or other services (excluding warranty and telephone support services) listed in a Quotation. (Certain Services, including but not limited to the Humly's Hardware-as-a-Service shall be subject to additional terms and conditions as provided by Humly.)

"Software" means any software, library, utility, tool, or other computer or program code, whether microcode, firmware, operating systems or applications, in object (binary) or source-code form, as well as related documentation, provided by Humly to Customer, and may include third party manufactured software titles. Software includes software (1) provided by Humly and locally installed on Hardware or (2) made available by Humly and accessed by you through the internet or other remote means (such as websites, portals, and SaaS- or cloud-based solutions).

"Software Agreement" means the end-user license agreement included in writing with the software packaging or presented to you during installation or use of the Software or otherwise communicated to Customer in writing; or, if no license terms accompany the Software or have been made available in writing or online, the terms posted on <https://www.humly.com> for the relevant Software product family shall apply. Humly will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Products with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Product item.

"Supplementary Terms" means supplementary terms and conditions for Product and Services, Infrastructure Products and country specific terms and conditions.

"Terms and Conditions" means those terms and conditions, and Supplementary Terms, for purchase/subscription and use of Product and/or Services, as amended and as in effect from time to time.

"Third Party Services" means any software, services content and materials included in the Products and Services, and any gateways, links or other functionality that may be included in the Services and that allows the Customer to access third party services.

2. SCOPE

- 2.1 If Customer has agreed, either electronically or via a signed Sale Agreement with Humly, to terms and conditions applicable to sale of Product and/or Services, then these Terms and Conditions shall automatically apply to such sale of Product and/or Services.
- 2.2 In the event of a contradiction between the Terms and Conditions and any Sale Agreement, the Terms and Conditions shall prevail.
- 2.3 If no Sale Agreement exist, these Terms and Conditions, including any information made available via a hyperlink herein, shall apply to all Quotations made by Humly, and shall constitute a Sale Agreement entered into between Humly and Customer, irrespective of whether Customer accepts these Terms and Conditions by a written acknowledgement, by implication, or by acceptance of Products and/or Services hereunder.
- 2.4 The Terms and Conditions shall form part of any Order placed by Customer. Any term or condition on any Order or other document submitted by Customer shall be of no force or effect whatsoever. An acceptance by Humly of an Order sent by Customer shall not be deemed an acceptance of any conflicting or additional terms and conditions. Humly specifically rejects any different or additional terms and conditions proposed by Customer unless those terms and conditions are mutually agreed in writing in accordance with Clause 19.5.

3. ORDERS

- 3.1 All Orders must quote the single Quotation Number provided in Humly's Quotation or the Order cannot be processed.

- 3.2 Information contained in a Quotation or which are given to Customer by Humly or Party constitutes an invitation to treat but does not constitute an offer by Humly to supply Products and/or Services. By placing an Order, Customer makes an offer to Humly to purchase the Products and/or Services. Orders are placed by either: (i) issuing a purchase order that references the Humly Quotation; or (ii) ordering online through Humly designated order-channels.
- 3.3 Any Order shall be subject to acceptance by Humly and Humly may decline any Order in whole or in part, for any lawful reason whatsoever. If Humly accepts Customer's Order, Humly will notify Customer of its acceptance by sending an Order Confirmation.
- 3.4 A Sale Agreement between Customer and Humly is formed when Humly issues you with an Order confirmation or otherwise accepts the Order issued by Customer based on the Quotation and on these Terms and Conditions. The terms of any Product and/or Service documentation referred to in a Quotation or Order confirmation shall be deemed to be incorporated into the Sale Agreement.
- 3.5 Whilst Humly will make every effort to supply Customer with the Products and/or Services listed on the Order Confirmation, there may be occasions where Humly is unable to supply these Products and/or Services because, for example,
- (i) such Products or Services are no longer being manufactured or available,
 - (ii) Humly is unable to source relevant components or
 - (iii) there was a pricing error. In such circumstances Humly will contact Customer and may suggest alternative Products or Services that Customer might wish to purchase (at the same or different price).
- 3.6 In the event of a pricing error, Humly will communicate the correct price to Customer. If Customer does not accept Humly's proposed substitution or the price modification, then Humly will cancel the Order and refund any money that Customer may have paid to Humly in respect of the Order. Repayment of such monies will be the extent of Humly's liability to Customer if Humly is unable to deliver the Products and/or Services ordered by Customer. Once Humly has sent the Order Confirmation to Customer, Customer may not cancel the Order.

4. DELIVERY AND SHIPMENT

- 4.1 Subject to these Terms and Conditions, Humly will supply to Customer (but not install) the Products and/or Services indicated on the Order Confirmation.
- 4.2 Delivery dates which might be specified in the Order, the Order Confirmation, or in any other communication from Humly (whether oral or in writing) are estimates only.
- 4.3 Humly may make partial shipments of Customer's Orders, to be separately invoiced and paid for when due. Any delay in delivery of any instalment will not relieve Customer of its obligation to accept the remaining deliveries. Humly shall not be liable for any failure to ship complete orders or for any shipment delay.

5. RISK AND TITLE

- 5.1 Unless otherwise notified by Humly in writing, title to and the right to retake possession of the Products purchased from Humly shall remain with Humly until all sums owing to it by Customer in respect of the Products shall have been paid in full. Humly may, at Customer's expense, retake possession of the Products. For that purpose, Customer grants Humly, or any party representing or elected by Humly, an irrevocable licence to enter the premises where the Products are situated, and, at Humly's option in so doing, act in the name of Customer. So long as such title to and rights over Products remains with Humly, Customer shall keep the Products stored in such a manner which enables them to be identified as the Products and, wherever required by Humly, identify the Products to Humly.
- 5.2 Risk of loss or damage to all Products hereunder will pass to Customer upon Humly's delivery of the products to its carrier.
- 5.3 Unless otherwise notified by Humly, the following shall apply. For Products shipped pursuant to Humly's standard practices, Humly shall, at Humly's choosing, either issue credits or replace Products lost in transit or returned due to damage in transit, or Humly

shall provide third-party insurance for transit damaged or lost Products with Purchaser named as loss payee. When not shipping Products pursuant to Humly's standard practices but instead shipping via a carrier selected by Customer, Humly shall not issue credits or replace Products lost or damaged in transit. Customer shall maintain insurance for the Products after delivery to Customer by carrier until the Products are paid in full to the full replacement value of the Products and shall note Humly's interest on the policy.

6. ACCEPTANCE

- 6.1 Unless otherwise agreed in writing all shipments (which for the purpose of this Clause shall be deemed to include the contents of packaged Products as well as the packages themselves and the number of packages) shall be deemed correct and undamaged unless at the time of delivery Customer specifies on Humly's copy of the delivery documentation the precise shortfall or error in delivery or inform Humly of such shortfall or error in writing within 14 days after the original delivery date of the given shipment. Customer's failure to inform Humly in this way shall constitute a waiver of any such claim.
- 6.2 All communications with Humly must include the single Quotation Number provided in Humly's Quotation, and the exact nature of the discrepancy between the order and shipment in number or type of Products shipped. For under-shipments, Humly shall, at its sole discretion, issue a replacement shipment, or a credit to Customer's account if Humly has granted credit terms to Customer within 30 days of receipt of Customer written notice.

7. PRICE

- 7.1 The price for the Products and Services will be the price indicated in the Sale Agreement. Prices include standard freight and insurance using an Humly-selected carrier.
- 7.2 Prices do not include value added tax or other local taxes or duties. Any such tax, if any, due on account of purchase hereunder shall be paid by Customer.
- 7.3 Customer, as importer of the Products, shall be responsible for the payment of all copyright levies, recycling fees and other similar duties imposed on the Products (or parts thereof) or their packaging by central or local authorities, collecting societies or other institutions. Humly may communicate from time to time that, in relation to specific Products, it has elected to account to the relevant body and / or join a scheme, arrangement or collective agreement on Customer's behalf. Where Humly does so, it may charge these fees, levies or costs to Customer on the Product invoices. In addition to the payment of recycling fees or similar duties, local law or recycling schemes may require importers or scheme members to comply with certain take-back, collection or recycling requirements. Customer shall comply with such requirements and any additional requirements as may be communicated by Humly from time to time.

8. PAYMENT

- 8.1 All invoiced sums shall be paid in full in the currency of the invoice without deduction or set off (statutory or otherwise) and in cleared funds. Humly reserves the right to set off any amount owed by Humly to Customer against any amount due to it by Customer. All invoices must be paid within the payment terms agreed with Humly. Where no credit facility has been granted to Customer or where this has been withdrawn (in Humly's absolute discretion) payment will be required in full in cleared funds prior to shipment. For additional information about the means of payment please [click here](#).
- 8.2 At Humly's option, shipments may be made on such credit terms as Humly decides to extend to Customer at the time an Order is accepted.
- 8.3 If Humly has reasonable grounds to believe that Customer will fail to comply with the present payment terms or with the agreed credit terms, Humly shall be entitled to postpone or to refuse delivery of an Order.
- 8.4 Customer shall pay interest on all payments not received by due date at the maximum interest allowed by applicable law, and Humly will also charge administrative fee for each reminder. Humly will send no more than 2 notices of late payment (payment reminder) to Customer in the following order; the first reminder upon late payment of 7 days from due date and second reminder upon 14 days from due date. Following 20 days from due date and if payment in full has still not been received by Humly, Humly shall be entitled to

immediately suspend any Service provided to Customer. In addition, should there be a Services suspension; Humly reserves the right to charge a fee to reinstate the Services.

- 8.5 If it is revealed that Customer has used any Service beyond the agreed scope, Customer shall remedy such breach within 30 days of written notice from Humly by paying all applicable fees in accordance with Humly's then current price lists. Humly's acceptance of any payment shall be without prejudice to any other rights or remedies it may have under applicable Sale Agreement, these Terms and Conditions or applicable law.

9. DATA PROTECTION DATA PRIVACY

- 9.1 By placing an Order, Customer agrees and understands that Humly may store, process and use data collected from Customer's Order form or phone/fax/email Order for the purposes of processing the Order. Humly may also share such data globally within the Humly group of companies. Humly shall protect Customer's information in accordance with the Humly Customer Privacy Policy (<https://www.humly.com/privacy-policy>).
- 9.2 To the extent that Humly's Software or cloud services, operated for or supplied to Customer, will store and process Customer's Personal Data, Humly shall treat such Personal Data in accordance with the terms and conditions set forth in Data Processing Agreement (DPA) (<https://www.humly.com/data-processing-agreement>) and Data Security Standards (DSS) (<https://www.humly.com/data-security-standards>).

10. CUSTOMER'S OBLIGATIONS

- 10.1 Customer will ensure that Humly's (or its appropriate Affiliate or subcontractor's) performance of the Services will not affect any third-party manufacturer's warranties. Customer authorises, and will have obtained all necessary permissions or consents to allow Humly to use or access any and all software, hardware, systems and data that Customer provides to Humly, or that Customer requests Humly to use, or which may be necessary to perform the Services.
- 10.2 Customer will provide all co-operation necessary for Humly (and/or its Affiliates or subcontractors) to perform Sale Agreement including cooperating with any instructions provided by Humly.
- 10.3 Where Services are provided on-site, Customer will provide Humly with free, safe and sufficient access to Customer's facilities and environment, including working space, electricity, safety equipment, access to a computer and a local telephone line.
- 10.4 Customer is solely responsible for completing regular back-ups of all data, software and programs on Customer's systems, prior to and during the delivery of the Services. Hardware support Services do not include the processing of Customer's data stored on the Products, and Humly shall not access or use any such data, unless you have exceptionally and expressly authorized Humly to do so. Unless a data deletion service is ordered, Customer is responsible for removing all information and data stored on replaced parts, or on any other items or Product before it being returned to Humly.

11. PROPRIETARY RIGHTS

Customer shall not use Humly's Proprietary Rights in any of its advertising, communications, publications or other work without the prior written permission of Humly. Customer must not remove, obfuscate, deface, cover or alter any Humly mark or other mark nor add any Humly mark or other mark to any materials provided by Humly nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with Humly Proprietary Rights.

12. SOFTWARE LICENSE

- 12.1 Customer shall be responsible for ensuring that any Software or Product solution ordered by Customer is suitable for Customer's requirements and is compatible with Customer's existing systems (hardware and software) and practices.
- 12.2 Customer acknowledges that Products contain Software or be accompanied by separate Software, including but not limited to operating systems and applications. Such Software may be included in or be embedded in hardware, or it may be contained separately on

disks or on other media. Such Software constitute Humly's and its licensors proprietary Intellectual Property Right and may also contain valuable trade secrets and be protected by patents. Customer, as an end user, is licensed to use Software contained in Products, subject to the terms of the license accompanying the Product, if any, and the applicable patent, trademark, copyright, and other intellectual property laws. Purchaser shall not separate any end-user license from a Software Product.

- 12.3 All Software is licensed to Customer on the terms and conditions of the applicable license agreements accompanying the Software. In addition to any obligations or restrictions set forth in the accompanying license agreement, Customer shall not copy a Software except for back up or for archival purposes, and Customer shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Except to the extent permitted by law, Customer shall not duplicate, disassemble, de-compile, reverse engineer, modify, create derivative works, or otherwise change a Software or its form. Customer may use Software that are incorporated in or packaged with a (hardware) Product solely in connection with the authorized use of such (hardware) Product and shall have no other rights with respect to the Software.

13. WARRANTY

- 13.1 All new Humly-branded Hardware products carry a 12 months limited warranty against defects in materials and workmanship.
- 13.2 The Humly limited warranty covers Humly-branded hardware products only. It does not cover Software, Services or third parties' products and/or services.
- 13.3 Purchaser shall not be entitled to make any claim against Humly in respect of the breach of the Humly limited warranty unless the claim is made within 2 months of discovering or learning of the defect.
- 13.4 Humly shall not accept any liability for loss of data caused by warranty service. For more information about Humly Warranty Services, please see Clause 14.
- 13.5 The sole warranty, if any, for Humly Software purchased under Sale Agreement shall be as set forth in the software license agreement or documentation that accompanies each Humly Software.
- 13.6 All third-party products (including non Humly branded products contained in product bundles or promotions) and services are sold "as is" and without warranty from Humly, but may be accompanied by a manufacturer's warranty, as provided in any documentation or license agreements that accompanies such products and/or services.
- 13.7 The above warranties do not apply to:
- (i) damage caused by alteration, repair, adjustment or installation by someone other than Humly;
 - (ii) damage caused due to accident, misuse or abuse;
 - (iii) damage caused due to Humly's compliance with Customer's written instructions;
 - (iv) damage caused due to normal wear and tear;
 - (v) damage caused due to use of parts and components not supplied or intended for use with the Products; or
 - (vi) products, software or services made, created or performed by a party other than Humly.
- 13.8 Humly makes no other warranty to Customer, either express or implied, with respect to Products and Services, to the fullest extent permitted by law, and Humly specifically disclaims the implied warranties of merchantability and fitness for a particular purpose, as well as any statutory warranty on hidden defects.

14. WARRANTY SERVICES

- 14.1 Humly shall either repair or replace the Hardware that does not comply with the Hardware Warranty. Humly may use new or reconditioned goods and components in line with industry standards.

- 14.2 Where Hardware is replaced, Customer shall return it to Humly or else Customer shall pay Humly the applicable prices for the replacement Hardware which shall be invoiced by Humly.
- 14.3 Humly shall re-perform those Services which do not comply with the Services Warranty.

15. SUPPORT

Humly offers support in accordance with Humly Support Terms (<https://www.humly.com/support-terms>).

16. LIMITATION OF LIABILITY

- 16.1 These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products (and performance of telephone support and warranty services) and the performance of any Services.
- 16.2 There are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract.
- 16.3 Subject to Clause 16.5, the maximum aggregate liability of either party to the other on all claims of any kind under or related to Sale Agreement, whether in contract, warranty, condition, tort, strict liability, statute, or otherwise, shall be limited to the sum paid to Humly for the Product or Service in question. In no event shall all recoveries (damages), whether based on a single claim or several claims (in the aggregate), exceed €100,000.
- 16.4 Subject to Clause 16.5, in no event whether as a result of breach of contract, warranty, condition, tort, strict liability, statute or otherwise shall either party be liable to the other for any consequential, incidental, or indirect damages (including lost business, profits or revenue, loss of contracts, loss of data, interruption in use, unavailability of data, or the cost of the procurements of substitute goods and services), or for punitive or exemplary damages. The limitations set forth in Clauses 16.3 and 16.4 shall not apply to (i) any claim by Humly against Customer for violation of intellectual property rights, or (ii) for payment of the amount due to Humly by Customer for Products and Services purchased under Sale Agreement. The remedies set forth in Sale Agreement will be Customer's sole and exclusive remedies for any claim against Humly under or related to Sale Agreement. Customer waives and relinquishes any right or claim that might arise out of Humly's refusal to accept Customer's Order.
- 16.5 Nothing herein or in Sale Agreement shall limit or exclude Humly's liability (i) for death or personal injury caused by Humly's negligence, (ii) for fraud, (iii) for any breach of the obligations implied by applicable compulsory national laws or (iv) any liability which cannot be excluded by law. In particular, if Sale Agreement is held to constitute a supply of goods or services to a "consumer" by a competent judge in Customer's jurisdiction by application of mandatory principles of consumer law in that jurisdiction ("**Mandatory Consumer Law**"), nothing contained in Sale Agreement shall exclude or restrict Customer's rights in relation to the Products and Services to be supplied under Sale Agreement where to do so is unlawful pursuant to Mandatory Consumer Law.
- 16.6 Any warranty, condition or other term concerning the Products or Services which might otherwise be implied into or incorporated in the Contract by statute, common law, laws applicable in the country where Customer purchases the Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) are hereby expressly excluded to the maximum extent permitted by law.

17. COMPLIANCE WITH LAWS

- 17.1 Each party agrees to comply with all applicable laws and regulations.
- 17.2 Customer acknowledge that the Products and Services provided under Sale Agreement, which may include technology, authentication and encryption, are for Customer's own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States, the European Union and other applicable jurisdictions. Products may not be used, sold, leased, exported, imported, reexported, or transferred except with Humly's prior written authorization and in compliance with such laws, including, without limitation, export

licensing requirements, end user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities. Customer also may be subject to import or re-export restrictions in the event you transfer the Products or Services from the country of delivery, and Customer is responsible for complying with applicable restrictions.

18. GOVERNING LAW / JURISDICTION AND VENUE

- 18.1 Sale Agreement and the rights and obligations of the parties pursuant thereto will be governed by the laws of Sweden, without regard to conflicts of law principles. The provisions of the United Nations Convention on Agreements for the International Sale of Goods will not apply.
- 18.2 Any dispute between the parties relating to Sale Agreement, the Humly Hardware and Software and the rights and obligations of the parties pursuant thereto shall be finally resolved in any court of competent jurisdiction in Stockholm, Sweden.
- 18.3 Notwithstanding the above, either party may seek equitable relief to protect its confidential information or intellectual property at anytime and anywhere in the World. The party prevailing in any dispute under Sale Agreement shall be entitled to be compensated for its costs and legal fees.

19. GENERAL TERMS

- 19.1 Force Majeure – Other than for the requirements to make payment when due, neither party shall be liable for any delay or failure to meet its obligations under Sale Agreement due to unforeseen circumstances or to causes beyond such party's control. In the event of any such delay, performance of the affected obligation shall be suspended for a period of time equal to the time of such delay save that in the event that the delay continues for more than 2 months, Humly may elect to terminate Sale Agreement with immediate effect without incurring any liability.
- 19.2 No waiver – The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind.
- 19.3 Severability – If any of the provisions, either in part or in full, of Sale Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and Sale Agreement will be adjusted, if possible, so as to give maximum effect to the original intent and economic effect of the parties with respect to the unenforceable provision and the remaining portions of Sale Agreement shall remain in full force and effect.
- 19.4 No assignment – Customer may not assign Sale Agreement nor any Order related thereto and Customer may not delegate its duties under Sale Agreement without Humly's prior written consent which shall not be unreasonably withheld. Humly may assign Sale Agreement without Customer's consent provided that such assignment is to an affiliated company forming part of the Humly group of companies.
- 19.5 Modification – No modification to Sale Agreement shall be binding unless in writing and signed by an authorized representative of each party.

-END-