HUMLY

Humly Customer Terms

Terms for Humly hardware, software, cloud services and professional services

Version of 9 October 2026, revision 4, updated 11 October 2026. Replaces the Humly Terms and Conditions of Sale (13 January 2021) and the Humly Software End User License Agreement (13 January 2021).

What these terms are. These are the terms on which Humly Solutions AB provides its hardware, software, cloud services and professional services to the organisations that use them.

Channel partners. Humly offers its products and services mainly through channel partners. If you bought through a partner, the partner's own terms cover price, payment and delivery. These terms cover what Humly itself promises you, however you bought.

Part A — General terms

1. About these terms

1.1 These Humly Customer Terms (the **Terms**) are an agreement between Humly Solutions AB, company registration number 559233-6480, Sveavägen 124, 113 50 Stockholm, Sweden (**Humly**), and the organisation that acquires or uses Humly Products (the **Customer**).

1.2 The Customer primarily accepts these Terms through its authorised representative expressly accepting them in Humly Control Panel or signing an agreement incorporating them. The representative identifies the Customer and confirms their authority to bind it. If the administrator lacks that authority, acceptance must be referred to an authorised representative. As a fallback, use of the Products constitutes acceptance only where these Terms were made available beforehand and the Customer, acting through an authorised representative, knowingly elects to use them on that basis.

1.3 The Products are provided for business use only. The Terms are not intended for consumers.

1.4 The Service Level and Support Policy, the Data Processing Agreement and the relevant Product Documentation form part of these Terms. The versions identified and made available when the Customer accepts them apply, subject to clause 15. Current and archived versions are available at www.humly.com/legal.

1.5 If documents conflict, they apply in this order: (a) an Enterprise agreement or other written agreement signed by Humly and the Customer that expressly modifies the relevant terms; (b) the Data Processing Agreement, for personal-data processing; (c) the Modules; (d) Part A; (e) the Service Level and Support Policy; (f) the Documentation. Orders identify the purchased scope, quantities, prices and periods, but do not amend legal terms unless the signed-amendment requirement is met. Customer purchase-order terms do not apply merely because Humly accepts an order. No agreement limits obligations that cannot lawfully be restricted.

1.6 These standard Terms are the basis of Humly's products, prices and service levels. Any requested deviation, however limited, requires Humly's express written agreement. Humly may decline a request. Where Humly agrees to consider or maintain bespoke terms, the scope and additional fees are agreed in advance under an Enterprise agreement. Such fees reflect the separate negotiation, maintenance and review of individual terms. Mandatory legal rights are unaffected.

2. Buying through a Partner

2.1 Where the Customer acquires Products through a distributor, reseller or other partner authorised by Humly (a **Partner**), the agreement between the Customer and the Partner governs price, payment,

invoicing, delivery and any services the Partner itself provides. Humly is not a party to that agreement and is not responsible for the Partner's performance, statements or commitments.

2.2 A Partner is not Humly's agent and cannot amend the Terms or make commitments on Humly's behalf.

2.3 Whatever the route of purchase, Humly provides directly to the Customer the Software licences, Cloud Services, manufacturer's warranty for Hardware, support under the Service Level and Support Policy, and personal-data processing under the DPA. Where these Terms provide a refund, the following payment route applies. For Products bought through a Partner, Humly credits the Partner that paid Humly, and the Customer obtains its refund from the Partner from which it bought, under their purchase agreement. The Customer must pursue any failure to pass on the refund against that Partner.

2.4 Humly's obligations apply to Products covered by an Order accepted by Humly. A Partner's failure to pay Humly does not affect the rights of a Customer that has paid its seller the amounts due for those Products. Humly may contact the Customer directly about administration, support, security and service matters. Such contact does not change the purchasing channel or create an obligation to pay a Partner's debt.

3. Definitions

3.1 In the Terms:

(a) **Cloud Services** means Humly Control Panel and related services operated and hosted by or for Humly and made available to the Customer online.

(b) **Customer Data** means data that the Customer or its Users submit to or generate in the Products, including data received from Third-Party Services connected by the Customer.

(c) **Documentation** means Humly's user guides, specifications and technical documentation for a Product, as made available when the relevant commitment begins and updated in accordance with clause 15.

(d) **Hardware** means physical devices and accessories sold or supplied under the Humly brand.

(e) **Order** means an order for Products accepted by Humly, whether placed by the Customer or by a Partner for the Customer.

(f) **Products** means Hardware, Software, Cloud Services, Consumption Services, Professional Services and third-party goods supplied by Humly. Third-party goods are subject to clause 9.2 and, for direct purchases, Module E; Module B applies only to Humly-branded Hardware.

(g) **Professional Services** means onboarding, training, managed services, separately ordered custom support, sponsored development and other services provided by Humly under Module D. Included Premium Support is governed by the Service Level and Support Policy.

(h) **Software** means Humly software in object code, including firmware and software embedded in Hardware, Humly Control Panel and self-hosted software, together with updates provided by Humly. Mobile applications are outside these Terms unless expressly included by a later agreement.

(i) **Subscription** means a time-limited right to use Software or Cloud Services for a number of Resources, as set out in an Order.

(j) **Third-Party Services** means systems and services independently engaged by the Customer and connected to the Products under the Customer's own agreements, such as calendar, identity and digital signage platforms. Services Humly engages to perform its own obligations are not excluded from Humly's responsibility merely because another provider supplies them.

(k) **Users** means individuals whom the Customer allows to use the Products, including employees, contractors and visitors.

4. Account and Users

4.1 The Customer is responsible for its account in Humly Control Panel, for the activities of its Users, and for keeping login credentials secure. The Customer will notify Humly promptly at security@humly.com of any unauthorised use it becomes aware of.

4.2 The Customer may give accounts to third parties, such as a system integrator or Partner, to administer or support the Products on its behalf. Those third parties act for the Customer, under the Customer's responsibility and under their own agreement with the Customer.

4.3 The Customer will keep the administrative and technical contact details for its account up to date. Humly sends service notices, including notices of planned maintenance, to those contacts.

5. Acceptable use

5.1 The Customer will not, and will not allow anyone else to:

(a) use the Products in breach of law or of the rights of others;

(b) copy, modify, or create derivative works of the Software, or decompile, disassemble or reverse engineer it, except to the extent that the law expressly permits this despite this restriction;

(c) circumvent licence controls or use the Products beyond the quantities and Resources licensed;

(d) resell, sublicense or provide the Products to third parties as a service, unless authorised by Humly as a Partner;

(e) introduce malicious code, interfere with the security or operation of the Cloud Services, or place an unreasonable load on them; or

(f) test the security of the Products other than in accordance with Humly's Coordinated Vulnerability Disclosure Policy, which welcomes good-faith security research.

6. Customer Data

6.1 As between the parties, Customer Data belongs to the Customer. Humly uses Customer Data only to provide, maintain, secure and support the Products for the Customer, and as otherwise instructed by the Customer.

6.2 Where Humly processes personal data on the Customer's behalf, the Data Processing Agreement applies. The Customer is the controller, or a processor acting for the relevant controller, as described in the DPA.

6.3 Humly may process technical performance, error and configuration information to operate, secure and support the Products in accordance with the DPA where applicable. Information used independently to improve Humly's products is anonymised so that it does not identify the Customer or any individual. Any personal data processed for Humly's own purposes is governed by the Privacy Notice and applicable law.

6.4 The Customer can export business data, including Resources, statistics and users, in CSV format under C.15, which also describes the separate Humly database export for backup and migration. Humly assists with other exportable Customer Data, including relevant Hardware-generated data, on request to support@humly.com. Applicable statutory data-access and portability rights are unaffected.

7. Intellectual property

7.1 Humly and its licensors own all intellectual property rights in the Products, the Documentation and anything Humly develops, including in the course of Professional Services. The Customer receives only the rights expressly granted in the Terms.

7.2 Humly may use suggestions and feedback about its Products without an obligation to pay for them, subject to the Customer's rights in supplied material and Humly's confidentiality obligations. Rights needed for Sponsored Development are addressed in D.7.

7.3 Open-source components are licensed under their own terms, which prevail for those components. Humly provides the notices, licence texts and source-code access or offers required by those licences with the Products or through the distribution location identified in the Open Source Notices. The notices are also available from support@humly.com and, where published, www.humly.com/legal.

8. Confidentiality

8.1 Each party will keep confidential the non-public information it receives from the other party that is marked as confidential or would reasonably be understood to be confidential, and will use it only for the purposes of the Terms. This does not apply to information that is or becomes public without breach of the Terms, that the recipient already had or develops independently, or that it must disclose by law or by order of a court or authority, in which case it will give the other party advance notice where permitted.

8.2 The obligation continues for three years after the end of the Customer's use of the Products, and for trade secrets for as long as they remain trade secrets.

9. Warranties

9.1 The warranties for each type of Product are set out in the relevant Module and are the only warranties Humly gives. To the extent permitted by law, all other warranties, conditions and terms, express or implied, are excluded, including as to fitness for a particular purpose. Humly does not warrant that the Products will be uninterrupted or error-free.

9.2 Third-party products supplied by Humly, such as sensors and gateways from other manufacturers, are covered by their manufacturer's warranty, which Humly will pass on to the Customer to the extent it is able to.

10. Intellectual property claims

10.1 Humly will defend the Customer against any claim by a third party that the Customer's use of a Product in accordance with the Terms infringes that third party's patent, copyright, trademark or trade secret, and will pay the damages and costs finally awarded against the Customer, or agreed by Humly in settlement.

10.2 The Customer must notify Humly promptly in writing, give Humly control of the defence and settlement, and provide reasonable cooperation at Humly's expense. A delay in notification affects Humly's obligations only to the extent it materially prejudices the defence. Humly will not agree a settlement imposing an admission, payment or non-monetary obligation on the Customer without its consent, not to be unreasonably withheld.

10.3 If a Product is, or in Humly's opinion is likely to be, held to infringe, Humly may obtain the right to continue using it, modify or replace it without material loss of functionality, or end the affected right of use and refund the fees for the unused period. For Hardware and perpetual licences, the refund is the price paid less straight-line depreciation over three years, with a minimum of zero. Refunds follow clause 2.3.

10.4 Humly has no obligation to the extent a claim would not have arisen without: a modification not made by Humly; a combination not supplied, required or expressly approved by Humly; use contrary to these Terms or the Documentation; infringing material or a specifically required infringing design supplied by the Customer; a third-party product or independently engaged Third-Party Service; or continued infringing use after a suitable non-infringing update was made available with reasonable installation instructions and time. Ordinary functional requirements for Sponsored Development do not alone exclude protection.

10.5 This clause states the Customer's remedies for third-party intellectual property infringement, subject to liability and rights that cannot lawfully be limited or excluded.

11. Limitation of liability

11.1 Neither party is liable for loss of profit, revenue, business, goodwill or anticipated savings, loss or corruption of data, or indirect or consequential loss. However, reasonable costs of restoring Customer Data from Humly's backups are recoverable, subject to the applicable liability limit. Other loss or corruption of data remains excluded, subject to clause 11.4.

11.2 Each party's total liability arising out of or in connection with these Terms in any twelve-month period is limited to the fees attributable to the Product concerned during the twelve months before the event giving rise to the claim, whether paid to Humly or a Partner. Prepaid fees are spread evenly over the period they cover, regardless of invoice or payment date. The Customer will provide reasonable evidence of the fees and their allocation. For Hardware and perpetual licences, the limit is the price paid for the Product concerned. Refunds otherwise due under these Terms of prepaid fees for periods in which Humly cannot provide a working Product are not subject to, and do not count towards, these liability limits.

11.3 Claims under the DPA and clause 10 may reach twice the applicable limit in clause 11.2. Other claims remain subject to the ordinary limit. Subject to clause 11.4 and the refund exception in clause 11.2, total liability for all claims in a twelve-month period will not exceed the doubled limit; the limits are not cumulative.

11.4 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, gross negligence or wilful misconduct, fraud, the Customer's obligation to pay fees, infringement of Humly's intellectual property rights, or circumvention of licence controls. Other breaches of clause 5 remain subject to the applicable limit. No provision restricts liability or rights that cannot lawfully be limited, including under product liability law, Article 82 GDPR or applicable standard contractual clauses.

11.5 A party must notify a claim in writing within six months after it became aware, or should reasonably have become aware, of the circumstances giving rise to it. This is a notification duty, not a forfeiture or contractual limitation period; failure to notify does not by itself extinguish the claim. It does not restrict liability preserved by clause 11.4 or mandatory rights.

12. Suspension

12.1 Humly may suspend access to the Cloud Services to the extent reasonably necessary to address a threat to security or integrity, a material breach by the Customer of clause 5, or undisputed fees payable by the Customer directly to Humly remaining unpaid 30 days after their due date following at least 14 days' notice. Partner non-payment does not permit suspension where clause 2.4 protects the Customer. Humly limits suspension in scope and duration to what is necessary and restores access promptly when the cause is resolved.

13. Term and termination

13.1 The Terms apply for as long as the Customer uses any Product. Each Subscription runs for the term stated in its Order.

13.2 Either party may terminate a Subscription or Professional Services engagement by written notice if the other materially breaches these Terms and fails to remedy the breach within 30 days of written notice, or becomes insolvent, enters liquidation or ceases to trade, to the extent permitted by law. Humly may terminate a perpetual licence only for a material breach of the licence restrictions that remains unremedied 30 days after written notice specifying the breach. A perpetual licence does not end merely because support or maintenance ends.

13.3 When a Subscription ends, the right to use the Software and Cloud Services under it ends. Module C sets out how Customer Data is returned and deleted. Clauses that by their nature are intended to continue, including clauses 7, 8, 10, 11 and 18, survive termination.

14. Compliance

14.1 Each party will comply with the laws that apply to it in connection with the Terms, including anti-bribery laws.

14.2 The Customer will comply with applicable export-control and sanctions laws of the European Union, United Nations, United Kingdom and United States, and will not use, export or make Products available where doing so would breach those applicable restrictions.

15. Changes to the Terms

15.1 Humly may update these Terms and the incorporated documents as set out in this clause. Each version is identified by date and revision and published with a summary of changes at www.humly.com/legal. Earlier versions remain available in the archive.

15.2 For an existing Subscription, a new version applies from the next renewal term only if notified and made available before the renewal Order is placed. During an existing Subscription, service commitment or warranty, and for rights already acquired under a perpetual licence, a change may apply on 30 days' notice only if it is necessary to comply with law or address security, or is not materially adverse to the Customer. A shorter period applies only where law or an urgent security need requires it. Necessary changes are limited to that purpose. New optional functionality may have additional terms disclosed before activation; these do not alter existing rights merely because the functionality is released. Other material changes require agreement.

16. Notices

16.1 Humly sends contractual change, termination and suspension notices by email to the contacts registered in the Customer's account. Routine service notices may also be given in Humly Control Panel. DPA sub-processor notices follow the DPA. The Customer sends notices to support@humly.com, or security@humly.com for security and personal-data matters.

17. General

17.1 Humly may use subcontractors to perform its obligations and remains responsible for them. Humly may assign the Terms to a company in its group or to the acquirer of the business concerned. The Customer may not assign the Terms without Humly's prior written consent, which will not be unreasonably withheld.

17.2 Neither party is liable for failure or delay caused by circumstances beyond its reasonable control, such as war, terrorism, natural disaster, epidemic, failure of public networks or energy supply, governmental action, or the failure of a supplier caused by such a circumstance. Obligations to pay are not affected. If the circumstance lasts more than three months, either party may terminate the affected Subscription or engagement by written notice.

17.3 The Terms, together with the documents referred to in clause 1.4 and the relevant Orders, are the entire agreement between Humly and the Customer about their subject matter. If a provision is held invalid, the remainder continues in effect. A failure to enforce a right is not a waiver of it.

18. Governing law and disputes

18.1 The Terms are governed by Swedish law, without regard to its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 The courts of Sweden have exclusive jurisdiction over disputes arising out of or in connection with these Terms, with Stockholm District Court as the court of first instance.

Module B — Hardware

B.1 This Module applies to Hardware, including Humly Room Display and Humly Booking Device and their accessories.

Manufacturer's warranty

B.2 Humly warrants to the Customer that Hardware will be free from defects in materials and workmanship and will perform materially in accordance with its Documentation for 24 months from delivery to the Customer (the **Warranty Period**). Where the Customer has purchased an extended warranty, the Warranty Period is extended accordingly.

B.3 The Customer makes warranty claims through the Partner from which it bought the Hardware, or directly to Humly through the support channels in the Service Level and Support Policy, before the Warranty Period ends. Humly may ask for proof of purchase.

B.4 Humly will repair the Hardware or replace it with new or refurbished Hardware of equivalent function and condition. Replaced Hardware becomes Humly's property. Repaired or replacement Hardware is covered for the remainder of the original Warranty Period or 90 days, whichever is longer. If repair or replacement cannot remedy the defect within a reasonable time, the Customer may return the affected Hardware for a refund of the price paid, less straight-line depreciation over three years, with a minimum of zero. Refunds follow clause 2.3. These are the remedies for defective Hardware, subject to clause 11.4. The return process is described in the Service Level and Support Policy.

B.5 The warranty does not cover defects or damage caused by: accident, misuse, or use not in accordance with the Documentation; installation, modification or repair by anyone other than Humly or a party authorised by Humly; power supplies, cables, mounts or other parts not supplied or approved by Humly; operating conditions outside the specification; or normal wear and tear and cosmetic damage that does not affect function.

Other terms

B.6 Software embedded in or supplied with Hardware is licensed under Module C. Some functions of the Hardware require a valid Subscription.

B.7 Humly Hardware does not store personal data persistently. The Customer should nevertheless reset Hardware to factory settings, where possible, before returning it.

B.8 Humly provides security updates for Hardware for the support period stated in the Service Level and Support Policy.

Module C — Software and Cloud Services

Licences

C.1 Software is licensed per Resource, meaning a room, desk, device or other unit stated in the Order, or per quantity for Consumption Services. The licence types are:

(a) Subscription licences, for use with the Cloud Services or on infrastructure controlled by the Customer, for a fixed term stated in the Order; and

(b) Perpetual self-hosted licences permit continued use of the last version lawfully received on infrastructure controlled by the Customer, with updates and support during the included period and any active maintenance plan, subject to the security-update obligations in the Service Level and Support Policy.

C.2 Subject to the Terms and to payment of the applicable fees, Humly grants the Customer a non-exclusive, non-transferable right, without a right to sublicense, for the Customer, its group companies and its Users to use the Software and Cloud Services for the Customer's internal business purposes, for the Resources and term set out in the Order and in accordance with the Documentation. The Customer is responsible for use by its group companies.

C.3 If the Customer uses more Resources than licensed, it will order the additional licences through the applicable purchasing channel for the period of actual use. Humly Control Panel may limit use to licensed quantities.

Subscriptions

C.4 A Subscription starts on the date stated in the Order or, if none is stated, on the date the licences are made available in Humly Control Panel, and runs for the term stated in the Order.

C.5 Renewal requires a new Order for a new term through the applicable purchasing channel.

C.6 When a Subscription ends without renewal, functions that depend on it stop working for the Resources concerned, subject to the transition commitments in C.16. Retrieval and deletion of Customer Data are governed by C.15–C.17.

Self-hosted Software

C.7 For self-hosted Software, the Customer is responsible for its infrastructure, including security, availability, backups and installing updates. Humly does not host the installation's database. Humly processes data it receives through authorised support or managed services, licence and update communications, and activated functions that use Humly or its suppliers, as described in the DPA and Privacy Notice where applicable.

C.8 Each self-hosted licence includes updates and support for the initial period in the Order. Afterwards these continue while a maintenance plan is active. If the plan lapses, the licence continues for the last version lawfully received; reinstatement requires payment for the lapsed period. Mandatory security updates during the applicable security-support period are not conditional on an active maintenance plan.

C.9 Self-hosted Software may connect to Humly to verify licences and check for updates. These communications contain licence and technical information, not the installation's booking or visitor database. Any personal data in technical communications is handled in the role and for the purposes described in the DPA or Privacy Notice, as applicable.

Cloud Services

C.10 Humly provides the Cloud Services under the Service Level and Support Policy. The core Cloud Services are hosted in Germany and the Netherlands unless another location is agreed in the Order. Processing

by suppliers for support and optional functions, including outside the EEA, is described in DPA Annex 3.

C.11 Humly may develop and change the Cloud Services without materially reducing their core functionality during the current Subscription term. If Humly exceptionally withdraws functionality material to the Customer, it will give at least 90 days' notice and the Customer may terminate the affected Subscription and receive a refund of prepaid fees for the remaining term under clause 2.3. This remedy does not authorise unrestricted reductions of the agreed core functionality or limit termination for material breach.

C.12 The Customer engages independent Third-Party Services under its own agreements and instructs any exchange of data with them. Humly is not responsible for those providers' independent services or processing, but remains responsible for its own processing, integration activities and suppliers engaged to perform Humly's obligations. If a Third-Party Service changes, Humly uses reasonable efforts to adapt the integration but cannot guarantee continued availability.

Consumption Services and preview features

C.13 Text message credits, Humly credits, 3D floor plan generation and other quantity-based services (Consumption Services) are supplied in the quantities and units stated in the Order. The Order or applicable service description identifies how use is measured and the credit charge for each service. SMS credits do not expire. Humly credits are issued for a specified calendar year and expire on 31 December of that year; unused Humly credits do not carry forward. Text message delivery depends on telecommunications operators and is not guaranteed as to delivery or time.

C.14 Functions identified as beta, preview or trial are provided as they are, without warranty or service levels, and may be changed or withdrawn at any time.

Exit and switching

C.15 During the Subscription, transition and retrieval periods, the Customer can export business data, including Resources, statistics and users, in CSV format. Humly provides retrieval assistance through support@humly.com if the relevant export function is unavailable.

For switching, Humly will make available exportable Customer Data and digital assets, including relevant metadata, in a structured, commonly used, machine-readable form, with reasonable assistance for items not covered by CSV exports. Any permitted exclusion of Humly's internal data or trade secrets must be specifically identified and must not impede switching.

Sections 8 and 9 of the Service Level and Support Policy, available through www.humly.com/legal, describe Cloud infrastructure, safeguards concerning governmental access to non-personal Customer Data, and available export methods. Humly will maintain an up-to-date online register at support.humly.com with detailed export procedures, data categories, CSV fields and structures, database-migration limitations, interfaces, applicable interoperability standards and known limitations. These descriptions form part of these Terms; changes must not reduce statutory switching rights.

C.16 The Customer may request switching to another provider or its own infrastructure on no more than two months' notice, or request erasure without switching. Humly provides a transition period of up to 30 calendar days after the notice period, during which the service contract remains applicable. It provides reasonable assistance to the Customer and its authorised replacement provider, supports the exit strategy, maintains continuity and security, and discloses known continuity risks. The Customer may extend the transition once for an appropriate period. If 30 days is technically unfeasible, Humly explains the reasons within 14 working days of the request and identifies an alternative transition period not exceeding seven months.

The affected Subscription terminates on successful completion of switching, or at the end of the notice period if the Customer chooses erasure without switching. Humly notifies the Customer of

termination. The Customer then has the retrieval rights in C.17. Humly does not charge switching fees; agreed ordinary service fees remain payable for service provided during the applicable period, without double charging prepaid periods.

Every Subscription is available on monthly terms. Longer prepaid terms carry reduced prices locked for the agreed term in return for the Customer's commitment. Early termination solely to switch does not entitle the Customer to a refund of the remaining prepaid term, to the extent permitted by applicable law. This does not limit refunds otherwise due for Humly's failure to provide a working Product, material breach or another express refund right.

C.17 The Customer has at least 30 calendar days to retrieve exportable data and digital assets after the transition period ends, or after termination where there is no transition. During retrieval, data is retained securely for retrieval only. At the end of that period, or a later date agreed with the Customer, Humly deletes active Customer Data, provided the requested switching or return has completed. The Customer agrees that residual backup copies may remain isolated until their normal expiry, no later than 30 days after active deletion, and are not used except for recovery, security or legal compliance. If restored, the deletion is reapplied. All copies are erased by that final deadline unless retention is required by law. An earlier lawful deletion instruction is handled under the DPA. Humly identifies any legally retained data and restricts its use to that requirement.

Warranty

C.18 Humly warrants that the Software and Cloud Services will perform materially in accordance with their Documentation during a Subscription and, for self-hosted licences, for one year from delivery and afterwards while updates and support are included or a maintenance plan is active.

C.19 If Software or Cloud Services do not meet C.18, Humly will correct the non-conformity or provide a reasonable workaround within a reasonable time. If it cannot, the Customer may terminate the affected Subscription and receive prepaid fees for the remaining term. For a perpetual self-hosted licence, a non-conformity notified within one year of delivery entitles the Customer to return the licence for a refund of the licence fee if correction fails. After that year, an uncorrected non-conformity covered by an included support period or active maintenance plan entitles the Customer to end the affected support or maintenance commitment and receive prepaid fees attributable to its unused period; the perpetual licence continues. Refunds follow clause 2.3. The warranty excludes non-conformities to the extent caused by contrary use, unauthorised modification or the Customer's independently engaged services or infrastructure. Mandatory rights and material-breach remedies remain unaffected.

Module D — Professional Services

General

D.1 This Module applies to Professional Services. The scope, deliverables, timetable and fees of each engagement are set out in the Order or in a statement of work agreed by the parties.

D.2 Humly performs Professional Services with reasonable skill and care, by suitably qualified personnel, in accordance with good industry practice. Dates are estimates unless expressly agreed as binding.

D.3 The Customer provides the information, access, decisions and cooperation reasonably needed, including safe access for on-site work. Humly is not responsible for resulting delay or cost to the extent caused by a failure to cooperate. For direct purchases, any time-and-materials basis and applicable rates are stated or agreed in the Order. For Partner purchases, commercial charges are governed by the Customer's agreement with the Partner.

D.4 If the Customer notifies Humly within 90 days of performance that Professional Services did not meet D.2, Humly will re-perform them. If re-performance does not remedy the shortcoming, the Customer may recover the fees paid for the affected services under clause 2.3. These remedies do not limit termination for material breach, liability preserved by clause 11.4 or rights that cannot lawfully be excluded.

Managed services

D.5 When Humly provides managed services, it operates and administers the Customer's Humly environment, in the Cloud Services or on the Customer's infrastructure, as described in the Order. For self-hosted environments, the Customer provides the access Humly needs. Humly processes any personal data it accesses under the Data Processing Agreement.

Sponsored development

D.6 The Customer may pay Humly to prioritise the development of functionality in Humly's standard Products (**Sponsored Development**). Sponsored Development is not commissioned development: Humly develops the functionality as part of its standard Products, and nothing is delivered to the Customer other than access to the functionality in those Products.

D.7 Humly owns the results of Sponsored Development, and the Customer receives no ownership or exclusivity. The Customer retains rights in material it supplies and grants Humly a non-exclusive, worldwide, perpetual licence to use, adapt and incorporate it as needed to develop, maintain and supply the agreed functionality, subject to confidentiality. To the extent the Customer acquires transferable intellectual property rights in the results, it assigns them to Humly and will provide reasonable assistance to document that transfer. The Customer confirms it may grant those rights. Humly may make the functionality available to all customers and partners without disclosing the Customer's confidential information.

D.8 Functional requirements are agreed in a statement of work. Humly decides how functionality is designed and implemented. Release dates are estimates unless expressly agreed as binding. This does not limit the duty to meet the agreed requirements or the remedies in D.10. Humly does not disclose Customer confidential information contained in the requirements.

D.9 The Customer uses the functionality under its existing licences. Humly maintains it within its normal product lifecycle and will not remove it during the Customer's Subscription term in force at release without agreement. A perpetual licensee may continue using functionality in the last version lawfully received; continuing updates and support are governed by C.8 and the Service Level and Support Policy.

D.10 Functionality is accepted when it meets the statement of work's functional requirements. If it does not, Humly will correct it. If correction cannot be completed within a reasonable time, the Customer may recover the Sponsored Development fees for the unmet requirement under clause 2.3. These remedies do not restrict liability preserved by clause 11.4 or rights that cannot lawfully be excluded.

Module E — Direct Purchases

E.1 This Module applies only to Orders invoiced by Humly to the Customer. It does not apply to Products bought through a Partner, does not make the Customer liable for a Partner's debt, and creates no automatic or Control Panel renewal-payment mechanism.

Orders and prices

E.2 An Order is binding when Humly confirms it in writing or makes the Products available. Humly may decline an Order. Confirmed Orders cannot be cancelled except under these Terms. The Customer may terminate an affected direct-purchase Order for Humly's material delivery breach that remains unremedied 30 days after written notice, and recover payments for the undelivered Products. Other mandatory termination rights remain unaffected.

E.3 Prices are those stated in the Order, in the currency stated there, and exclude VAT and other taxes, which the Customer pays in addition.

Payment

E.4 Invoices are payable within 30 days of the invoice date. Late payment bears interest under the Swedish Interest Act (räntelagen) and statutory reminder and collection fees.

Delivery, risk and title

E.5 Unless the Order states otherwise, physical goods are delivered DAP (Incoterms® 2020) to the delivery address in the Order, and risk passes to the Customer on delivery. Title passes when the goods have been paid for in full.

E.6 The Customer will inspect deliveries and notify Humly of visible damage or shortfall within 5 business days of delivery. Other defects are handled under Module B for Hardware and clause 9.2 for third-party goods.