



Services Agreement

This Services Agreement, together with its Appendices (hereinafter the "Agreement") has been entered into as of 2023-06-01 (the "Effective Date") by and between:

- (i) Electrolux IT Solutions AB, corporate identity number 556095-0197, having its principal place of business at S:t Göransgatan 143, 105 45 Stockholm, Sweden, (hereinafter "Electrolux"),
and
- (ii) ABBYY Europe GmbH, corporate identity number HRB 131467, a limited liability company incorporated under the laws of Germany, having its principal place of business at Friedenstraße 22b, 81671 Munich, Germany, (hereinafter "Service Provider").

Electrolux and the Service Provider are hereinafter collectively referred to as the "Parties", and individually as a "Party".

Contract Documents

This Agreement consists of this main document and the following Appendices.

Appendix 1	Electrolux Terms and Conditions for Services (TCS)
Appendix 2	When applicable DPA Annex 1-3
Appendix 3	Electrolux Security Directive
Appendix 4	Statement of Work(s) (SOW) <i>Multiple or none Statement of Works may be attached to this Agreement</i>
Appendix 5	Order Form(s) <i>Multiple or none Order Forms may be attached to this Agreement</i>
Appendix 6	Contract Change Notice (CCN) Template
Appendix 7.0	Vendor Appendices: a) ABBYY Cloud Terms of Service

In the event of conflicting terms and conditions between this main document and any of the appendices, the documents shall take precedence over each other in the following order: (a) this main document, (b) other appendices, in the order stated above.

1. Prices and Payments

In consideration for the Service Providers supply of the agreed Services, and/or Products, Electrolux shall pay the fees set forth in the applicable Statement of Work, Appendix 4, and/or Order Form, Appendix 5.



1.1 Limitation/Fee threshold

Upon reaching any limitation/fee threshold set out in a Statement of Work, the Parties shall renegotiate the fees, volume rebates, work efficiency/productivity and continuous improvement.

1.2. Payment Terms

Electrolux shall make payment within sixty (60) days from the date of the invoice of a correct invoice from the Supplier issued in accordance with the below invoice content requirements.

1.3 Price adjustment

No price review or price adjustment can be made during the Initial Term or any Renewal Term except as expressly provided for below, or unless otherwise mutually agreed by the Parties:

All fees for The Services shall be fixed during the Initial Term. In case the Supplier desires to increase the fees for the Services for a Renewal Term, it shall notify Electrolux of the intended price increase at the latest three (3) months prior to the expiry of the Initial Term or current Renewal Term, as the case may be. Such price increase may not be more than 4 % of the current fees for the Services (at the time of notification of the intended price increase) and shall be conditional on the Supplier demonstrating objective reasons for such price increase, comparing relevant indexes for the affected markets. Where Electrolux does not accept the price increase, Electrolux may terminate this Service Agreement, with effect as of the expiry of the Initial Term or current Renewal Term, as the case may be.

1.4 Invoice Address

Service Provider shall submit its invoices (tick the adequate box)

- [] through Tungsten e-invoicing
- [] through EDI/WebEDI e-invoicing
- [X] by emailing scanned pdf-copies to: apscan.sweden@electrolux.com
- [] by postal mail to: KIR SA, ul. Lea 114A, PL-30-133 KRAKOW, POLAND

For questions re invoices use the following e-mail/ tel. no.: AP_sweden@electrolux.de or call +48 122969700

2. Processing and Transfer of Personal Data

If applicable, processing of personal data is governed by the terms and conditions set forth in the TCS.

For the Cloud Service Vantage signed Order Form by 2023-05-xx there is no personal data processed.

3. Statement of Work (SOW)

Services related to consultancy assignments are stated in accordance with the Statement of Work, Appendix 4.

Multiple Statement of Works may be attached to this Services Agreement.

4. Order Form

Electrolux hereby orders Services as specified in the Order Form, Appendix 5.

Multiple Order Forms may be attached to this Services Agreement.



5. Miscellaneous

TCS amended as agreed between the parties. For reference of the changes agreed the TCS Mark up version dated to 2023-06-01 shall apply.

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This Agreement has been signed electronically by the Parties. The signed Agreement has been distributed to each Party.

Date Jun-13-2023 | 22:58 PDT

Electrolux IT Solutions AB

DocuSigned by:

Jens-Petter Iversen

JP Iversen
Group CIO

DocuSigned by:

Mauricio Bozzo

298CAA1D90B644A...
Mauricio Bozzo
VP Group Solutions & CIO Office

Date Jun-14-2023 | 02:02 PDT

ABBYY Europe GmbH

DocuSigned by:

Steven Cronin

72D9F51878468...

Steven Cronin
Managing Director



APPENDIX 1

TERMS AND CONDITIONS FOR SERVICES (TCS)

The terms and conditions set forth herein shall apply to any services undertaken by Service Provider at the request of any entity within the AB Electrolux (publ) group of companies (below Electrolux).

1. THE SERVICES AND PERFORMANCE

1.1 The Service Provider shall execute the Services in accordance with the terms set forth in the Services Agreement and thereto attached Appendices or Exhibits, including this TCS, below jointly referred to as the Agreement.

1.2 The Service Provider shall perform the Services using the highest degree of proficiency, skill, diligence and accuracy and observing the highest professional standards. In particular, the Service Provider shall ensure that the Services are performed in accordance with all applicable laws and regulations.

1.3 The Services are further defined and specified in the Services Agreement. The Services may thus involve Service Provider's provision of resources and/or specific projects/results/deliverables as the case may be.

1.4 The Services shall be carried out in accordance with the timetable, if any, set out in the Agreement.

1.5 The Service Provider shall perform the Services in accordance with any agreed Statement of Work (SOW) and Service Level Agreement (SLA).

1.6 To the extent agreed in SOW, the Service Provider shall forward service reports to Electrolux setting forth the progress of the Services.

1.7 Electrolux shall be entitled, at any time, to propose modifications to the Services, in which event any timetable, SLAs and any fixed prices shall be adjusted accordingly in reasonable proportion to the modification as determined in good faith by the parties by execution of a Contract Change Notice (CCN).

1.8 Electrolux shall have the right to monitor the Service Provider's performance of the Services and review any documentation and results relating to the Service Provider's performance of this Agreement.

2. PERSONNEL AND SUB-CONTRACTORS

2.1 The Service Provider represents and warrants that the personnel assigned for the Services has adequate qualifications to ensure correct delivery of the Services. If the Parties have agreed that certain identified personnel ("Key Personnel") should provide Services on behalf of the Services Provider, such personnel may not be replaced without Electrolux prior written consent, which shall not be unreasonably withheld in the event of (a) voluntary resignation of his/ her employment with Service Provider, (b) termination for cause, or (c) significant family or other similar considerations, and which prevents such Key Personnel from performing his/ her tasks as Key Personnel. Service Provider is obliged, without undue delay, to replace personnel that are reasonably considered by Electrolux to be unfit for the Services.

2.2 The Service Provider assumes full liability for any acts and/or omissions by its personnel and/ or sub-contractors.

2.3 The Service Provider shall not retain sub-contractors or any other third parties to provide the Services or resources under this Agreement without Electrolux' prior written approval, such approval not to be unreasonably withheld, such approval not to be required with respect to the Service Provider's affiliated companies. The retention by the Service Provider of sub-contractors or other third parties to provide the Services or resources under the Agreement shall in no event affect or diminish the Service Provider's responsibilities under the Agreement and the Service Provider shall be responsible for any breach by such sub-contractor or third party of the terms of the Agreement.

3. QUALITY ASSURANCE SYSTEM AND INTERNAL CONTROLS

3.1 Service Provider undertakes to comply with the quality assurance system and internal controls applicable requirements in the ISO 9001 quality system standards or such equivalent standards as are specified by Service Provider and agreed with Electrolux.

4. SUPPLIER WORKPLACE STANDARD AND IT SUSTAINABILITY FRAMEWORK

4.1 Service Provider shall comply with the applicable requirements in the Electrolux Group Supplier Workplace Standard as amended by Electrolux from time to time, which is found at <https://www.electroluxgroup.com/en/workplace-policy-and-supplier-workplace-standard-562/>.

4.2 Intentionally deleted.

4.3 If Service Provider is unable to access any of the URL links above, Service Provider is encouraged to immediately notify and request that Electrolux shares the information and requirements contained therein.

5. SECURITY AND DATA PROTECTION

5.1 Service Provider shall comply with generally applicable security regulations, data protection regulations, and with Electrolux Group security regulations, including any regulations specific for the Services which are specified in a Statement of Work. If the Services include processing of personal data, the Parties must enter into a data processor agreement. If a third-party system environment, e.g. network with multiple users, is to be connected to Electrolux IT-infrastructure, Service Provider must safeguard that the connected domain fulfils the requirements set out in ISO27001/2 or equivalent standards.

5.2 Service Provider shall comply with Electrolux Supplier Security Directive as attached to the Service Agreement.

5.3 Before any processing of personal data takes place or is being exchanged under this Agreement, the Parties acknowledge and understand that any such processing of personal data must abide by applicable laws and procedures. To ensure compliance with such applicable laws and procedures some jurisdictions require that the parties enter into data processing/data transfer agreements. For such purpose, the authorities in the EU/EEA have drafted template agreements referred to as "Standard Contractual Clauses" or "SCC" and which are found at https://commission.europa.eu/publications/standard-contractual-clauses-controllers-and-processors-eueea_en and https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en, respectively. These SCC's (and any updates thereof issued by the EU Commission) are hereby incorporated as an integrated part of this Agreement and shall be applicable whenever processing of personal data relevant for the EU/EEA is intended to take place and be exchanged under this Agreement. Unless otherwise agreed, Electrolux assumes the role as a Controller and Service Provider assumes the role of a Processor. The governing law and dispute resolution clause set forth in Section 16 below shall also apply for the SCC's. The Swedish Authority for Privacy Protection (www.imy.se) shall be the

supervising authority. The Parties understand that they must each continuously maintain a proper and up-to-date record about the processing of personal data which shall *i.a.* set forth the following information **(i)** general description of the processing including; (a) categories of personal data, (b) categories of data subjects, (c) sensitive data (if any), (d) nature of processing (unless this is already evident from any services/product description), (e) purpose(s) of the processing, (f) duration of the processing), **(ii)** a concrete description of the technical and organizational measures implemented by the Processor, **(iii)** a list of sub-processors (SCC, Section 7.7(a), option 2 applies, with a 30 day prior notice period of any changes to the list), and **(iv)** whether personal data will be processed outside of the EU/EEA. The Parties shall in good faith cooperate and document the information (i)-(iv) above, and such documentation may for the avoidance of doubt be agreed in the format provided for in the Annexes to the SCC:s, or agreed through excerpts from relevant parts of Electrolux' record of processing activities confirmed by the Parties.

6. DELIVERY AND DELAYS

6.1 The Parties may have agreed to a time plan (in particular if a project is to be carried out in certain milestones and and/or phases). If so, the timetable, milestones, acceptance criteria and acceptance procedures, invoicing plan etc. will be set out in detail in the SOW. Service Provider shall timely carry out its duties under the Services in accordance with any such agreed time plan and Service Provider is liable for any delay caused by the Service Provider and shall compensate Electrolux for any additional costs incurred as a result hereof. This section shall not limit any other remedies at Electrolux' disposal.

7. WARRANTY

7.1 Service Provider warrants that the Services will be executed with the greatest possible care and in a professional manner and that the deliverables and/ or results of the Services will be free from material defects and in accordance with the Agreement. Except for insignificant defects, Service Provider undertakes, at his own expense and without delay, to rectify any defects or shortcomings in the deliverables and/ or results as well as defects or shortcomings in documents produced by Service Provider.

8. COMPENSATION

The Services Agreement shall set forth the compensation model and whether the compensation to the Service Provider shall be based on a fixed fee, or based on time and material, or other appropriate compensation models.

8.1 Fees based on fixed price

Where Services are based on fixed price, the fixed prices shall be set out in the Services Agreement. The fixed price shall represent the total amount due to Service Provider for its Services, which, unless otherwise set out in the Services Agreement, shall include all fees, salaries and salary-related costs, taxes, overtime, allowances, traveling expenses, sub-contractor's fees and other disbursements.

8.2 Fees based on time and material

Where Services are based on time and material, the hourly/ daily/ or monthly fees shall be set out in the Services Agreement. Unless otherwise agreed, such fees shall include all Service Provider's fees, salaries and salary-related costs, taxes, overtime, allowances, traveling expenses, sub-contractor's fees and other disbursements. This compensation model may also be subject to limitation which, if so, shall be set out in the Services Agreement. Service Provider is not obliged to continue to deliver any agreed deliverables/ results if any such limitation has been reached. Service Provider shall verify the reported hours of work and/or the performed Services.

8.3 Expenses

If explicitly agreed to in writing, Electrolux may in addition to the agreed fixed price or time and material fees, reimburse Service Provider for such reasonable and necessary expenses that are

related to the Services. Service Provider is responsible for limiting expenses to only what is necessary. All expenses shall be pre-approved in writing by Electrolux. In order to substantiate any expenses incurred, Service Provider shall produce for Electrolux copies of verifications (e.g. invoices, receipts) for such expenses. Electrolux' obligation to reimburse expenses shall be limited to a maximum amount set forth in the Services Agreement. Electrolux shall have the right to refuse to reimburse expenses if Service Provider fails to meet any of its obligations under this clause.

8.4 Taxes

Electrolux shall not be liable to pay any other taxes resulting from the provision of the Services or otherwise arising under this Agreement than VAT, GST (General Services TAX), withholding tax or similar taxes. Hence, Electrolux shall in no event bear any costs, taxes or fees that arise because of how the Service Provider has organized its business and the provision of the Services. The Service Provider shall indemnify and hold Electrolux harmless for any taxes and governmental fees charged to Electrolux that (i) are related to income related taxes that are caused by how the Service Provider has organized its business, and/ or (ii) the Service Provider is otherwise liable for under this Agreement. The Service Provider shall provide Electrolux with all relevant information and documentation concerning taxation issues which may arise in relation to this Agreement.

9. INVOICING AND PAYMENT TERMS

9.1 Invoices

Invoices shall be issued in accordance with any requirements set forth in the Services Agreement and contain the following information:

- Invoice number and date
- Service Provider's company name and address
- Service Provider's VAT registration number (VAT no. not applicable for Service Providers outside of EU)
- Reference to Purchase Order and/ or Agreement No.
- Reference to delivery number and/ or delivery address
- Name of invoiced legal Electrolux entity and its VAT number
- Specification, unit cost and total cost
- Verification of any applicable expenses
- Applicable VAT/ GST or similar tax
- Service Provider's bank details (including IBAN code and SWIFT code).

Invoices may not be issued later than (a) ninety (90) days after any specifically agreed invoicing time plan, or (b) in the absence of any such agreed time plan, later than six (6) months after the period for which the invoice relates.

Electrolux reserves the right to reject and delay payment of invoices that do not meet the above requirements.

9.1.1 Invoices based on fixed price

Services at fixed price shall be invoiced as agreed in the Services Agreement. If the Services are governed by agreed acceptance procedures, Service Provider shall only invoice Electrolux upon grant of approval in accordance with the acceptance procedures.

9.1.2 Invoices based on time and material

Unless a specific payment plan has been agreed upon, Services payable based on time and material shall be invoiced monthly for accumulated fees.

9.2 Disputed invoices and late payments

If Electrolux objects to all or part of an invoice, Electrolux shall, without undue delay, dispute the invoice (or part thereof) in writing, make a payment for the part of the invoice that is not disputed and have the right to withhold the remaining amount until the Supplier has duly delivered the affected Services or the payment dispute otherwise has been resolved.

If Electrolux does not pay undisputed invoices within the prescribed time, the Supplier shall be entitled to interest on the overdue payment pursuant to the Swedish Interest Act (1975:635).

10. INTELLECTUAL PROPERTY

10.1 Definitions

"Intellectual Property" and/ or **"IPR"** shall mean all intellectual property rights, including, but not limited to patents, utility models, designs, semiconductor typography rights, copyrights, trademarks, trade secrets, know-how, domain names and any other intellectual, industrial, or intangible property of any nature, and all derivative works therefrom, all whether unregistered, filed or registered.

"Results" shall mean all results and/ or deliverables arising out of Service Provider's delivery and performance of the Services, such as but not limited to inventions, know-how, data, meta-data, statistics, designs, models, drawings, descriptions, documentation, tables, software, algorithms, applications, pictures, photographs, audio, and videos, whether in tangible or intangible form, and whether in print, digital or other format.

10.2 Pre-existing IPR

Except as expressly set forth herein, each Party will retain all rights in pre-existing IPR that it owned prior to this Agreement or created or resulting after the Effective Date otherwise than under or pursuant to this Agreement, and nothing in this Agreement shall be deemed to grant either Party any express or implied license or right to any such IPR to the other Party. Service Provider shall, however, be entitled to make use of Electrolux' Intellectual Property and know-how provided hereunder by Electrolux solely to the extent required for Service Provider's performance of the Services under this Services Agreement.

10.3 Ownership and License to IPR/Results

(a)

Ownership of Results Based on Service Provider's pre-existing IPR. Subject to any third-party rights or restrictions, Service Provider will own all IPR to Results that are based on Service Provider's pre-existing IPR provided that such Results can solely be used in its future business if Service Provider does not violate its confidentiality undertakings visavi Electrolux or discloses Electrolux' proprietary information.

(b) Ownership of Results that do not qualify under Section 10.3 (a) above. Subject to any third-party rights or restrictions, Electrolux will exclusively own all IPR to Results that do not qualify for Service Provider's ownership under Section 10.3 (b) above. Legal title and all Intellectual Property in and to such Results are immediately upon creation, finally, fully, and exclusively assigned and transferred to Electrolux irrespective of whether the Services have been completed or not. Electrolux shall upon said assignment have the full and unrestricted ownership to the Results, meaning *inter alia* that Electrolux may, in its sole discretion, (i) change, alter, edit, amend, rearrange, add to, delete from, and otherwise modify such Results, (ii) use, license, assign, transfer, abandon and dispose of the Results, (iii) apply for patents and other registrations of the Intellectual Property in the Results, and (iv) take action against any unauthorized use thereof.

10.4 Warranty. Service Provider warrants (i) that it, either by ownership or by agreement with the respective creators, inventors or other rights-holders, has the full rights to assign or license to Electrolux, respectively, the Results and related Intellectual Property, on the terms set forth above, (ii) that no previous grant, license, assignment, pledge or other agreement on usage of rights to the Results or the Intellectual Property has been made which could come into conflict with this Agreement or otherwise restrict the Electrolux Group' usage of the Results and the Intellectual Property, (iii) and that usage of the Results and the Intellectual Property will not infringe upon the rights of any third party, and no third party has any claim for title or ownership thereto.

10.5 Registrations. Service Provider shall at no additional cost take all actions and execute all documents as may be requested by Electrolux to evidence Electrolux' ownership to the Results **under Section 10.3 (b) above** or to file for protection of any Intellectual Property therein.

10.6 Indemnity. Service Provider shall indemnify and hold Electrolux harmless for all costs, damages, fees, or expenses caused by a credible third party claim that specific portions of the Services or Deliverables infringe any applicable Intellectual Property Rights, or misappropriates any trade secrets ("IP Claim").

Service Provider shall have no indemnity or defense obligation if Electrolux does not:

- notify Service Provider in writing of any such IP Claim within reasonable time after Electrolux's receipt of notice or first becoming aware of such IP Claim;

- tender to Service Provider sole control of the defense and any settlement negotiations related to such IP Claim; and
- cooperate fully with Service Provider at Service Provider's request in the defense or any related settlement negotiations. Service Provider has the right to select and retain counsel of its choice for the defense, and to require Electrolux to enter into a joint defense agreement if Service Provider deems it necessary in order to preserve privileges or for the orderly dispatching of the IP Claim. Subject to entering into such a joint defense agreement, Electrolux may select and retain its own counsel and/or participate in any such IP Claim, but does so at its own expense.

Service Provider shall have no defense or indemnity obligation, including without limitation, for any Services, Deliverables or other software or any portion or component thereof:

- that is not provided by Service Provider;
- that is modified by a party other than Service Provider and not at its direction, if the alleged infringement would not have occurred in the absence of such modification;
- that is combined with other products, processes, or materials where the alleged infringement would not have occurred in the absence of such combination;
- to the extent Electrolux continues allegedly infringing activity after (a) being notified thereof, and (b) being provided at no additional cost to Electrolux modifications that would have avoided the alleged infringement without significant loss of performance, compatibility, or functionality;
- where Electrolux's use or distribution of the Service, Deliverable or other software, rather than the Service, Deliverable or other software itself, is not consistent with the terms hereof or any applicable license or is the primary cause of an alleged infringement; and/or
- that is the result of, in whole or in part, due to Electrolux's specifications or other direction, information received from Electrolux, or otherwise caused by Electrolux.

10.7 Creation/documentation of IPR. For the purposes of verifying the possible creation of Intellectual Property, the work performed by the Service Provider under this Agreement shall be carefully documented and form part of the Results.

11. CONFIDENTIALITY

11.1 "Confidential Information" is non-public information, know-how and trade secrets in any form that are designated as confidential information, or a reasonable person knows or should understand to be confidential. However, the following types of information, however marked, are not confidential. Information that the receiver can prove to be (i) publicly available without a breach of this agreement, (ii) lawfully known to the receiver of the information without an obligation to keep it confidential, (iii) received from another source who can disclose it lawfully and without an obligation to keep it confidential, (iv) independently developed,

11.2 "Recipient" shall mean the Party receiving Confidential Information and **"Provider"** shall mean the Party disclosing or making available Confidential Information.

11.3 "Representative" shall mean corporate officers, employees, subcontractors, accountants, lawyers, financial and professional advisers of either Party or of either Party's affiliated companies.

11.4 Recipient shall keep all Confidential Information strictly confidential and shall not disclose any portion of the Confidential Information to any third party, without obtaining prior written permission of Provider.

11.5 Notwithstanding Section 11.4 above, Recipient shall have the right to disclose the received Confidential Information to its Representatives provided that: (a) the Recipient ensures that such Representatives are required to protect the Confidential Information on terms consistent with this Agreement, (b) Recipient accepts responsibility for each respective Representative's use of Confidential Information, (c) that Confidential Information is disclosed to Representatives on a strict need to know basis and thus only to the extent access to the Confidential Information is necessary for the performance of the Agreement.

11.6 Recipient shall in no event use a lower degree of care in safeguarding the Confidential Information than it uses for its own information of like sensitivity and importance, and upon discovery of any unauthorized disclosure of Confidential Information, Recipient

shall immediately notify Provider and use its best endeavors to prevent any further disclosure or unauthorized use thereof.

11.7 Recipient shall not: (a) make or permit to be made, other than for the performance of this Agreement, notes or memoranda relating to the Confidential Information and will not in any manner or form copy, duplicate or reverse engineer the Confidential Information other than specifically to achieve the performance of this Agreement or with the prior written approval of Provider, (b) remove, obliterate or conceal from view any copyright, trade mark or confidential notice appearing on the Confidential Information, (c) publish or allow to be published in the public domain any Confidential Information which may jeopardize any actual or pending patent application in the name of Provider.

11.8 The foregoing obligations shall not apply to any Confidential Information which (a) is required to be disclosed by operation of law or court order and is not protected by any claim of privilege provided the Recipient notifies Provider prior to disclosure and any available governmental or judicial protection is obtained by the Recipient, (b) is required to be disclosed under a party's contract with a recognized stock exchange.

11.9 The obligations set forth in this Section 11 shall survive the termination and/or expiry of the Agreement and Recipient shall for a period of five (5) years from the date of disclosure of Confidential Information maintain its confidentiality undertakings.

11.10 No license is hereby either granted or implied to Recipient, under any trademark, patent, copyright, or any other intellectual property right, by the conveying of Confidential Information.

11.11 All Confidential Information remains the property of Provider and nothing in this Agreement shall be deemed to convey to Recipient any right, title, or interest in or to the Confidential Information.

11.12 None of the Confidential Information disclosed or exchanged by Provider shall constitute any representation, warranty, assurance, guarantee or other inducement by Provider to Recipient of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, or other rights of third parties.

11.13 All Electrolux material containing Confidential Information or relevant or related thereto whether or not supplied by Provider, including, without limitation, samples, rejected drawings, scrap papers, photographic negatives, or computer input or output, and including all copies of any kind shall to the extent reasonably requested by Provider be promptly returned or destroyed. Recipient shall not be obliged to return information to the extent (i) such measures are prohibited by law or generally accepted compliance standards or regulatory requirements for document retention, (ii) the information is filed by Recipient's corporate secretary as basis for decisions by the board of directors, or (iii) the information is kept in electronic archives and backups made on routine computer systems.

12. INSURANCE

12.1 The Service Provider undertakes to cover its obligations herein with an insurance coverage in an amount sufficient to meet its liabilities hereunder. The insurance shall be maintained during the term of this Agreement and for a period of two (2) years thereafter. Upon Electrolux' request, the Service Provider shall provide certified copies of such insurance.

13. TERM AND TERMINATION

13.1 Either Party may, in addition to as provided elsewhere in the TCS, terminate this Agreement with immediate effect by giving the other Party written notice:

(a) Should the other Party enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership; or (b) Should the other Party commit or permit a breach of material importance to the terminating Party and fail to rectify such breach within thirty (30) days after receipt of a written request to do so.

13.2 Electrolux shall have the right to terminate this Agreement with immediate effect by giving the Service Provider notice in writing if (i) a direct or indirect change of ownership of the Service Provider

occurs, or (ii) the Service Provider on two (2) or more occasions commits or permits a breach of this Agreement.

13.3 Electrolux may at any time and for any reason terminate this Agreement or parts thereof (specific Services), by giving the Service Provider thirty (30) days prior written notice. Should Electrolux execute termination pursuant to this clause, the Service Provider shall be entitled to payment only for the Services completed in conformity with this Agreement up to the date of the termination. For the avoidance of doubt, the Service Provider shall not be entitled to any claim against Electrolux for any additional compensation or damages, except for any explicitly agreed termination fees agreed in writing by the parties.

13.4 The rights to terminate this Agreement in this Section 13 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13.5 At Electrolux's request at any time during the term of this Agreement or at the termination/ expiry thereof, the Service Provider shall immediately:(a) Provide a full account of its performance of the Services; (b) Deliver any undelivered results to Electrolux; (c) Return to Electrolux any product material as well as any other material, documentation and other media (whether originals, copies or in other forms) containing Confidential Information and cease making use of any Confidential Information and Electrolux's intellectual property and know-how, and d) At Electrolux's expense reasonably assist Electrolux in any migration and/or transition to another service provider in order to safeguard uninterrupted provision of Services to Electrolux.

13.6 The clauses concerning intellectual property and know-how, confidentiality, insurance, warranties and governing law and dispute resolution, as well as any provision of this Agreement necessary to construe its content, shall survive the expiration or any termination of this Agreement.

14. FORCE MAJEURE

14.1 Each Party shall be relieved of liability for a failure to perform any of its obligations due to any circumstance beyond its reasonable control which impedes, delays, or aggravates any obligation to be fulfilled by the Party under this Agreement, such as acts of war, severe weather conditions, labor disputes, blockades, major accidents, currency restrictions and similar events.

14.2 In the event that the delay or non-performance of either Party hereto continues for a period of three (3) months due to reasons of force majeure, either Party shall have the right to terminate this Agreement with immediate effect.

15. MISCELLANEOUS

15.1 Assignment

Electrolux shall be entitled to assign its rights and/or obligations under this Agreement to another company within the Electrolux Group. Service Provider may not assign its rights and/or obligations under this Agreement without the prior written consent of Electrolux.

15.2 Amendments

No amendments, changes, revisions, or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties.

15.3 Use of name, press releases etc

Neither Party shall publicly use the other Party's trademarks, corporate name, brand, logo or issue any press release concerning the Services without the other Party's prior written consent.

15.4 Liability

Service Provider shall be liable for any damage caused to Electrolux Group by default or negligence on the Service Provider's part. If Service Provider provides Electrolux or any other Company within the Electrolux Group with a product, which has a safety deficiency which has caused, or is at risk of causing, damage to persons or property, Service Provider shall indemnify and hold the Electrolux Group harmless for any costs, claims and/or damages incurred in consequence hereof.

EITHER PARTY'S STATUTORY LIABILITY FOR DAMAGES SHALL BE LIMITED AS FOLLOWS: (1) A PARTY SHALL BE LIABLE ONLY UP TO THE AMOUNT OF DAMAGES AS TYPICALLY FORESEEABLE AT THE TIME OF ENTERING INTO THE RELEVANT QUOTE OR SOW IN RESPECT OF DAMAGES CAUSED BY A SLIGHTLY NEGIGENT BREACH OF A MATERIAL CONTRACTUAL OBLIGATION REQUIRED FOR THE APPROPRIATE EXECUTION OF THE SERVICES AND (2) A

PARTY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY A SLIGHTLY NEGLIGENT BREACH OF A NON-MATERIAL CONTRACTUAL OBLIGATION. A PARTY SHALL NOT BEAR ANY LIABILITY BEYOND THE LIMITS SET ABOVE IN THIS SECTION 15.4 ESPECIALLY NOT IN CASES OF CONSEQUENTIAL DAMAGES, LOSS OF REVENUE OR PROFITS, PUNITIVE DAMAGES OR ANY OTHER SPECIAL DAMAGES.

THE ABOVE LIMITATION OF LIABILITY ALSO APPLIES IN RESPECT OF THE PERSONAL LIABILITY OF THE EMPLOYEES, REPRESENTATIVES AND AGENTS OF ABBYY.

THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO ANY MANDATORY STATUTORY LIABILITY, IN PARTICULAR, TO LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT, LIABILITY FOR ASSUMING A SPECIFIC GUARANTEE, LIABILITY FOR DAMAGE ARISING FROM AN INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF DUTY OR LIABILITY FOR CULPABLY CAUSED INJURIES TO LIFE, BODY OR HEALTH.

15.5 Duty to notify

Service Provider shall, to the extent legally permissible, in writing notify Electrolux without delay if any of the below-mentioned events are likely to occur, or has already occurred:

- Changes concerning Key Personnel or sub-contractors,
- Delays in delivery
- Service Provider's bankruptcy, suspension of payments, composition proceedings or liquidation,
- Any security attacks or security incidents.

This duty to notify shall not limit Electrolux' rights under this Agreement.

15.6 License compliance

Electrolux takes license compliance seriously and encourages Service Provider to adopt measures to make it impossible for Electrolux to exceed agreed license thresholds. Nonetheless, in the event of any excessive usage above the agreed license thresholds, Service Provider shall promptly notify Electrolux hereof and give Electrolux the option to (i) deinstall the excessive parts of the licensed services/products, or (ii) purchase additional licenses to cover for the excessive usage at the agreed price level.

15.7 Fair dealing

A party may not rely on a failure to perform, to the extent that such failure was caused by the first party's act or omission.

15.8 Withholding payment

If Service Provider fails to deliver the Services in accordance with the agreed specification and/or time plan, Electrolux shall upon notice to Service Provider be entitled to withhold its payment for the part of Services so affected until those services have been duly delivered.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Agreement shall be governed and construed in accordance with the substantive laws of Sweden.

16.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

16.3 The seat of arbitration shall be Stockholm, Sweden. The language of the proceedings shall be English unless the Parties agree otherwise.



Electrolux Supplier Security Directive

Version 2.3

INFORMATION SECURITY CLASS
Confidential information

DATE
2023-03-08

VERSION 2.3

SUBJECT
Electrolux Supplier Security Directive

PAGE
1 (10)



Contents

Background and Scope	3
1. Security Requirements.....	3
1.1 Organization of information security.....	3
1.1.1 Information Security Policy.....	3
1.1.2 Information Security Risk Management	3
1.2 Mobile devices and remote work	3
1.3 Human Resource Security	4
1.4 Asset Management.....	4
1.5 Access Control.....	4
1.6 Cryptography	5
1.7 Physical and environmental security	5
1.8 Operations Security	5
1.9 Communication Security	5
1.10 System acquisition, development, and maintenance	6
1.11 Supplier Relationship.....	6
1.12 Information Security Incident Management	6
1.13 Business Continuity Management and Disaster Recovery.....	6
1.13.1 Crisis Training.....	7
1.14 Compliance	7
2. Specific security requirements for personal data	7
3. Specific section relating to connected products (any product that is enabled to receive and transmit information via any connecting component for wireless communication)	8
3.1 NIU HW/FW/SW is provided by the Supplier.....	8
3.2 Mobile application provided by the Supplier.....	8
3.3 Cloud provider with monitoring	8
3.4 Supplier providing Backend services.....	8
3.5 SBOM requirements	9
3.6 Specific security requirements for IoT	9
4. Other relevant and recommended standards and regulation for cyber security.....	9
5. Definitions	10
6. Information Classification	10



Background and Scope

This Supplier Security Directive specifies Electrolux's security requirements that are relevant and applicable to products and/or delivery of services provided by the Supplier. The requirements in this document are based on and supplements the ISO27001 standard. The Supplier is expected to maintain a level of cyber security in accordance with standard best practices such as ISO27001 or equivalent. The security requirements set forth herein is a security baseline and the Supplier may adopt stricter requirements if Supplier finds it to be appropriate to do so.

All requirements that are applicable to the Supplier are also applicable to any sub-contractors used by the Supplier to deliver products or services under the Supplier Agreement.

In general, and where relevant, the Supplier shall abide by the General Data Protection Regulation EU 679/2016, and/or other global standard privacy protection as applicable, see section 4.

1. Security Requirements

Following is the security baseline required by the Supplier to fulfil and incorporate in its provisioning of the services and/or products to Electrolux.

1.1 Organization of information security

The Supplier's internal organization shall operate according to an established standardized information security management framework, based on international accepted standard such as ISO27001 or equivalent. The framework shall ensure that the Supplier can initiate and control security operations, and that there is a security organization in place, with defined, appointed, and documented security roles and responsibilities.

The Supplier shall implement and maintain appropriate technical and organizational controls that their personnel are trained and have proper competence and knowledge of security to carry out assigned tasks and delivery.

1.1.1 Information Security Policy

The Supplier shall have an Information Security Management System in place, including security policy. The policy shall ensure that responsibility for information security is incorporated with responsibility for protection of information assets, including measurement of the Supplier's internal IT and IT security governance and management systems.

1.1.2 Information Security Risk Management

The Supplier shall have processes and routines for information risk management with the ability to prevent, detect and mitigate risks. The Supplier shall on a regular basis assess and verify risks and take mitigating actions.

1.2 Mobile devices and remote work

The Supplier is responsible to secure mobile devices that are in use for development, test, or production in its provisioning of services. For any remote access to Electrolux IT systems, the Supplier shall implement and maintain adequate controls such as require proper identification, authentication, authorization, and approval.



1.3 Human Resource Security

The Supplier will implement and maintain appropriate technical and organizational controls that their personnel and consultants perform their duties according to the security requirements set forth in this Security Directive and to otherwise act in compliance with applicable laws.

The Supplier is responsible for screening of their personnel, performing relevant background checks and to conduct regular security training of personnel involved in the service delivery.

All personnel involved in service production or delivery shall know how to handle data and information in a secure way.

The Supplier shall not engage personnel in the services delivered to Electrolux which have any known conflict of interest in relation to Electrolux or the relevant assignment.

1.4 Asset Management

The Supplier shall have appointed asset owners responsible for assets and media management. Supplier shall have the ability to demonstrate control of assets to Electrolux, by for example inventory documentation, classification of information, labelling, processes, and routines for return of assets, secure disposal of media, physical removal, or de-commissioning of media and assets.

If the Services Agreement is terminated, Supplier shall upon Electrolux request destruct or return all Electrolux data that is stored, archived and/or otherwise managed by Supplier and its third-party subcontractors. If Electrolux requests return of data, Supplier is obliged to do so in a reasonably requested format. In the event of Electrolux has requested destruction of data, Supplier shall provide Electrolux with a written confirmation or certification of destruction hereof.

1.5 Access Control

The Supplier shall have the following controls in place:

- a) Access control management to control system and application access, as well as facility access to prevent, detect, and correct unauthorized access attempts, and to block intrusion.
- b) Identification, authorization, and authentication process to control provisioning of user rights and privileged administrator accounts.
- c) Procedures and routines for revoking access rights and removal of users.
- d) All access rights shall be processed according to standards such as RBAC* and ABAC* with principles of zero trust, need-to-know and least privilege.
- e) If Supplier needs access to data at rest to perform services, the access must be pre-approved by Electrolux as specified in delivery contract or agreed upon governance model.
- f) In cases where services require access to Electrolux data, the Supplier must upon request be able to provide access reports, as well as a list of personnel provisioned with access to Electrolux data.
- g) Sharing the same login credentials is not permitted. Each access shall use a unique ID attributable to a specific user and produce auditable logs.
- h) The Supplier shall implement and maintain proper technical and organizational controls to protect Electrolux's data isolation from unauthorized access in a multi-tenant operation environment.
- i) The Supplier shall use strong authentication according to standard best practices and/or MFA (Multi Factor Authentication).
- j) Remote access to Electrolux data shall be performed in trusted managed service network.



- k) The Supplier shall not extract any information from Electrolux data without the explicit prior written consent from Electrolux.
- l) All extraction of information or data for analytics must be explicitly approved by Electrolux in writing.
- m) All access logs must be kept untampered and monitored with solutions such as SIEM with traceable audit logs.

1.6 Cryptography

Where encryption is required, the Supplier shall use encryption methods that are deemed secure according to industrial standards.

The Supplier shall ensure proper and effective use of cryptography to protect confidentiality and integrity, with processes and routines for key management.

1.7 Physical and environmental security

The Supplier shall protect Production Site(s)* from unauthorized access, damage or compromise of assets, theft, or interruption of business services.

*See definition

1.8 Operations Security

The Supplier shall have proper operational procedures and responsibility according to industrial standards such as ISO27001 to protect and secure operations of information systems, development, and services in production. Where applicable, Supplier shall upon Electrolux request provide third-party report(s) such as ISAE3000/SSAE18 SOC2 Type I/II and/or SOC3.

The Supplier shall:

- a) Have change management in place with processes to manage changes in a secure manner.
- b) Implement and maintain service availability with proper capacity to run and monitor system performance and system configuration.
- c) Implement and maintain separation of development, testing and production environments.
- d) Have malware protection in place on all endpoints.
- e) Have a vulnerability management process to identify vulnerabilities in systems relevant to Electrolux. This should include scanning, patching, system testing, and pen-testing as appropriate.
- f) Protect backups and logs with synchronization and integrity controls such as SIEM.
- g) Have rules with restriction control of software installations.

1.9 Communication Security

Network security requirements are applicable to Suppliers providing services with cloud or device connectivity. These controls shall be implemented and maintained to secure the data and applications on the networks.

- a) Where required, implement, and maintain appropriate technical and organizational controls for proper network security management to protect information and data in transit, which may include encryption.
- b) If connection to Electrolux corporate network is needed, Electrolux security policy and information security framework and instructions will be provided in advance and must be adhered to.



- c) Implement and maintain appropriate technical and organizational controls for network segmentation and isolation that is required to protect data confidentiality and integrity.

1.10 System acquisition, development, and maintenance

As applicable to software development or maintenance of service by the Supplier.

The Supplier shall:

- a) Implement and maintain secure and controlled development environment with access control similar to the production environment, with provisioning under management and system control.
- b) Implement and maintain rules and processes for SDLC (Software Development Life Cycle).
- c) Implement and maintain secure web application according to standards such as OWASP*.
- d) Not use Electrolux data or Customer's personal data for test purposes without explicit prior written consent from Electrolux.
- e) Implement and maintain appropriate technical and organizational controls to protect information involved in application services passing over public networks shall be protected from fraudulent activity, unauthorized disclosure, and modification.
- f) Implement and maintain appropriate technical and organizational controls for the protection of confidentiality and integrity of information are involved in the application service transactions.

*See Definition

1.11 Supplier Relationship

The Supplier shall inform and communicate security requirements to all parties in the supply chain, assess the supply chain risk, manage changes in a secure and lawful manner, and maintain compliance of security regulations and standards.

1.12 Information Security Incident Management

The Supplier shall have incident management process in place according to industrial standards and best practice. If Supplier discovers that a party has obtained unauthorized access to Electrolux's data during a security breach of Supplier's network and/or data storage facilities (Security Incident), Supplier will promptly investigate to determine when, and if possible, how the breach occurred, and will promptly notify Electrolux of such breach. Supplier will reasonably assist Electrolux in investigating and assessing the extent and nature of the breach and will inform Electrolux of the progress of its investigation and its remediation and prevention efforts.

The Supplier shall promptly inform Electrolux about Security Incidents that impact or may impact Electrolux. For security incident report contact email: soc@electrolux.com

1.13 Business Continuity Management and Disaster Recovery

The Supplier shall have the ability to handle critical business impact, perform business impact analysis, and have a plan to handle service downtime or any other interruptions. The Supplier must have processes and routines in place to restore the services and Electrolux's Data.

The Supplier shall have relevant business continuity plans and disaster recovery plans for the delivery and services.



1.13.1 Crisis Training

Either Party shall have the right to request for a joint crisis training once per year on annual basis. The Parties shall together agree on the training scope, and participation/assistance in the crisis training, with particular focus on mitigating negative consequences of a potential cyberattack, and to restore and correct production and/or services back to normal business, as efficiently as possible. The purpose of the crisis training is to maintain a high cyber resilience which will be to the benefit of both Parties.

1.14 Compliance

The Supplier shall protect Electrolux information assets and any data that is accessible or processed by the Supplier or sub-contractor. The Supplier shall maintain a security standard that is required by regulations and industrial standard best practices.

The Supplier shall upon Electrolux request demonstrate that Supplier and its subcontractors comply with the requirements set forth in this Security Directive.

In case no audit provision has been expressly agreed between the Parties, it is hereby agreed that as minimum, Electrolux shall have the right to perform security audits or assessments in relation to this Directive at least once per year. The Supplier shall support Electrolux in the audit work.

2. Specific security requirements for personal data

This requirement is applicable when the Supplier is processor of personal data where the EU General Data Protection Regulation (GDPR) and/or similar laws in other countries applies and is considered a data processor of personal data where Electrolux is the controller.

This section states the security requirements that are requested as technical implementation. The Supplier shall implement and maintain appropriate technical and organisational measures consistent with the GDPR requirements and/or other applicable laws related to the privacy data processing.

The Supplier shall perform appropriate level of security assessment and protect personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to data processed. Supplier shall plan, implement, and control the processes needed to meet data protection and privacy requirements. Including relevant certification/assurance of processes, products, and /or services.

It is recommended the Supplier shall perform privacy by design, with accountability and trackable audit included. Providing measurement and control of data minimization, data quality, and limitation of data retention. In case data portability is relevant the Supplier shall implement and maintain appropriate technical and organizational controls for proper data encryption and erasure.

For **personal data in transit** by the Supplier, the Supplier shall implement controls according to security industrial standards to ensure that personal data is transferred through protected communication channels, such as TLS*, SSH*, SFTP* in a controlled and trusted network, or in encrypted portable storage to protect the confidentiality and integrity of personal data.

For **personal data in use**, the Supplier shall protect that personal data is only processed by authorized personnel in a controlled workspace and protected from harmful use. The Supplier shall ensure that personal data protection policies are deployed with security controls implemented, including dual-controls, security awareness program deployed to personnel, and with change management control in place.



For personal **data at rest**, the Supplier shall implement and maintain appropriate technical and organizational controls for the confidentiality, integrity, availability is part of the resilience control when processing system storage, backup, and services for data at rest. The Supplier shall implement and maintain appropriate technical and organizational controls that personal data storage is logically and physically protected and controlled, with access control that is according to this Directive and industrial standard.

Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited.

All personal data and special categories of data as defined under GDPR articles 8-10, shall be classified and treated as strictly confidential information as set forth in section 6 below.

*See definition and information classification in section 6 below.

3. Specific section relating to connected products (any product that is enabled to receive and transmit information via any connecting component for wireless communication)

If the Supplier provides products and/or services to IoT Connected Products, the Supplier shall abide by the applicable requirements set out in the following standards and regulations: ETSI 303 645, Radio equipment directive EU 53/2014, and its delegated act EU 30/2022.

For Connected Products following security requirements are required by Electrolux.

3.1 NIU HW/FW/SW is provided by the Supplier

For the Supplier providing NIU*, the NIU must communicate with connected ecosystem only.

3.2 Mobile application provided by the Supplier

Supplier providing a mobile application shall follow OWASP-mobile security standards, vulnerability test and mitigation. All communication and connection through ECO-system must have encrypted and authenticated channel.

- a) Ensure to secure web application according to standards such as OWASP ISVS*, - MSVS*, -MSTG*, - FSTM*, and ETSI standards guidance of cyber security for IoT devices.

3.3 Cloud provider with monitoring

For the Supplier providing any cloud services, and /or monitoring computing platform it is required to follow best practices for cloud security with standards such as BSI*-cloud, and CSA (Cloud Security Alliance).

3.4 Supplier providing Backend services

For the Supplier providing Backend services for infrastructure, IT systems enabling OTA, handling Customer data or IDM must perform platform system hardening, network security, and vulnerability management in the daily operation. Specific access control, penetration test requirement and/or on-site assessment shall be required whenever it is relevant and needed to secure the service or delivery.



3.5 SBOM requirements

Suppliers delivering software components are requested to maintain SBOM (Software Bill of Material) inventory on software builds. It shall provide inventory of components used to build a software artifact such as open source, applications and/or firmware.

The SBOM shall follow standardized format such as CycloneDX or SPDX to ensure machine read and automation processes. It is required that third party components must be listed including sub-supply chain.

3.6 Specific security requirements for IoT

Suppliers delivering equipment, cloud-based services, application, or services that fall under IoT ETSI 303 645 shall perform self-assessment according to EU 53/2014 Article 3.3 (d), (e), (f) and in absence of harmonised standard, an EU type examination certification through third parties notified bodies listed under EU 53/2014.

Supplier's providing solutions with radio connection shall adhere to delegated regulations Article 4 of this directive, see Appendix.

Points (d), (e) and (f) of Article 3(3) of Directive 2014/53/EU aim at ensuring that the concerned radio equipment protect the user from elements of cyber security risks.

Point (d) of Article 3 (3) of Directive 2014/53/EU provides that radio equipment does not harm the network or its functioning nor misuse network resources, thereby causing an unacceptable degradation of service.

Point (e) of Article 3 (3) of Directive 2014/53/EU provides that radio equipment incorporates safeguards to ensure that the personal data and privacy of the user and of the subscriber are protected.

Point (f) of Article 3 (3) of Directive 2014/53/EU provides that radio equipment supports certain features ensuring protection from fraud.

4. Other relevant and recommended standards and regulation for cyber security

Singapore Cybersecurity Act: The Act establishes a legal framework for the oversight and maintenance of national cybersecurity in Singapore

<https://www.csa.gov.sg/Legislation/Cybersecurity-Act>

Singapore's Cybersecurity Labelling Scheme (CLS) aims to better secure the Internet-of-Things (IoT) by setting and raising overall cybersecurity hygiene levels for smart consumer products.

In United States, the Nation's Cybersecurity:

<https://www.federalregister.gov/documents/2021/05/17/2021-10460/improving-the-nations-cybersecurity>



5. Definitions

ABAC – Attribute Based Access Control

BSI Cloud British Standards Institute, standards for best practices for cloud

FW Firmware

NIU Network Interface Unit

OWASP ISVS – OWASP IoT Security Verification Standard

OWASP MASVS – OWASP Mobile Application Security Verification Standard

OWASP MSTG – OWASP Mobile Security Testing Guide

OWASP FSTM – OWASP Firmware Security Testing Methodology

Production Site means office site or server site, data centre or production site manufacturing or performing any service for Electrolux.

RBAC – Role Based Access Control

SFTP Secure File Transfer Protocol

SSH Secure Shell

TLS Transport Layer Security

6. Information Classification

It is expected that the Supplier treats information, including privacy data, according to the data classification below. The classification is intended to aid determination how to handle data and to use security protections that are appropriate to minimize risks associated to exposure, disclosure, alteration, modification, or theft.

It is required by the Supplier to apply proper safeguards that takes full consideration to protect information with traceability, that includes data controls and encryption practices according to industrial standard best practices.

Information classification

Open information	Disclosure in public should not harm any parties.
Internal information	Disclosure to any unauthorized party may lead to some negative impact on both parties.
Confidential information	Disclosure to any unauthorized party could lead to compliance breach, monetary loss, or adverse effect on both parties.
Strictly confidential information	Disclosure to any unauthorized party could lead to severe damage to operations, reputation, or significant monetary loss for both parties.

ABBYY Europe GmbH • Friedenstr. 22b • Munich • 81671 • Germany**Order Form Q-00010661**

Expiration Date:

Grand Total: 6,173.00

ABBYY Sales Manager: Mykola Kalchenko
 Email: mykola.kalchenko@abbyy.com

Primary Contact:
 E-mail:

Michał Scioł
michal.scioł@electrolux.com

Bill to Name: Electrolux IT Solutions AB
 Bill to Address: San St Goransgatan 143
 Stockholm
 112 17
 SE

Ship to Name:
 Ship to Address:

Electrolux IT Solutions AB
 San kt Goransgatan 143
 Stockholm
 112 17
 SE

Customer: Electrolux IT Solutions AB

Product Name	Serial Numbers	Start and End Date	Total Qty	Total Price (EUR)	Amount Due (EUR)
Vantage License Subscription, Public Cloud		1 June 2023- 31 May, 2024	1.00	0.00	0.00
Vantage Production Skills Subscription, Public Cloud, 35000 Page Transaction Volume		1 June, 2023 - 31 May, 2024	1.00	6,173.00	6,173.00

Terms & Conditions

This Order Form and Electrolux's use of the Product(s) listed above are subject to the Services Agreement dated 2023-06-01

Notwithstanding Electrolux Terms and Conditions for Services (TCS), should Electrolux execute termination for convenience, ABBYY shall be entitled to payment of the whole Amount Due hereunder and no refund will be given to Electrolux.

This Order Form is legally binding if signed until the Expiration date.

Should Electrolux return this Order Form as executed by you to ABBYY only after the Start Date above, ABBYY may, at its sole discretion, adjust the Start Date and End Date to the date on which ABBYY delivered the Products to Electrolux. This adjustment is under the condition that the price and the total term of us is not changed.

*Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Electrolux. This is not an invoice.

For additional order this template and agreed unit price shall apply.

PO Number if applicable:

Date Jun-13-2023 | 22:58 PDT

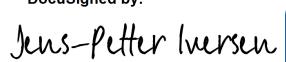
Date

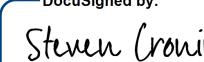
Electrolux IT Solutions AB

ABBYY Europe GmbH Jun-14-2023 | 02:02 PDT

DocuSigned by:

Mauricio Bozzo
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DocuSigned by:

Jens-Petter Iversen
AJATC01ZCA3D4C6...

DocuSigned by:

Steven Cronin Steven Cronin Managing Director
72BE9FEC1878468...

Mauricio Bozzo

Jens-Petter Iversen

VP Group Solutions & CIO Office

Appendix 6

a) ABBYY Cloud Terms of Service

Introduction

This ABBYY Cloud Service Agreement ("Agreement") governs Your use of ABBYY's Service. "You" and "Your" refer to any person who uses the Service. If Your organization has authorized or otherwise permits You to use the Service for its benefit, "You" also includes Your organization. The term "use" includes accessing, downloading, or utilizing any component of the Service.

CAREFULLY READ THIS AGREEMENT BEFORE ACCEPTING IT. BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING A SIGNUP FORM OR SIGNING AN ORDER THAT REFERENCES THIS AGREEMENT, OR BY USING THE SERVICE, YOU ACCEPT THIS AGREEMENT AND CONCLUDE A LEGALLY BINDING CONTRACT BETWEEN YOU AND ABBYY.

IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT CLICK ON THE ACCEPT BOX AND DO NOT USE THE SERVICE.

1. Definitions

1.1. "**ABBYY**" means **ABBYY Europe GmbH**, a company duly incorporated under the laws of Germany having its registered office at Friedenstrasse, 22b, 81671 Munich, Germany.

1.2. "**Account**" means a collection of information associated with a particular Authorized User of the Service. Each Account comprises a username, user password, user contact data (including, but not limited to e-mail), and defines various settings for use of Service. An "Account" does not include Uploaded Data.

1.3. "**Affiliate**" means any corporation, company or other legal entity that is under the Control of, under common Control with or Controls one of the parties to this Agreement, but such entity constitutes an Affiliate only so long as such Control exists. "**Control**" and its variants "**Controlled by**" or "**under common Control with**" means having the legal, beneficial or equitable ownership of more than fifty percent (50%) of outstanding voting securities or partnership interests of the entity, or otherwise having the power to elect the directors, or direct or cause the direction of the entity's management and policies, whether by voting power, contract, or otherwise.

1.4. "**Applicable Law**" means any and all applicable local, state, national or international laws, statutes, ordinances, regulations, rules, orders, treaties, directives and other requirements of any governmental authority.

1.5. "**Authorized User**" means any of Your employees, representatives, consultants, contractors or agents whom You have authorized to use the Service on Your behalf and who has been supplied a unique username and user password by You, or by ABBYY or a Partner at Your request.

1.6. "**Confidential Information**" means any information which has been marked, designated or otherwise identified as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. ABBYY's Confidential Information shall also include information relating to ABBYY's technology, technical information, inventions, trade secrets, know-how, research, business methods and operations, processes, formulas, plans, strategies, customers, and customer lists, financial information and pricing, products (including without limitation the Service), software, training and support documentation, whether or not marked, designated, or otherwise identified as "**confidential**". Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement or other breach of a legal obligation; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

1.7. "**Data Processing Addendum**" or "**DPA**" means the Data Processing Addendum that sets forth the terms and conditions governing ABBYY's Processing and storage of Uploaded Data as further described in section 3.7 below. In the event of conflict between the Agreement and the relevant DPA, the DPA shall prevail.

1.8. "**Data Processing Location**" means geographical location where Uploaded Data is Processed and stored.

1.9. "**Documentation**" means the user manuals and other materials provided by ABBYY relating to the functionality or operation of the Service, excluding Service Marketing Materials.

1.10. "**End User**" means a person or legal entity using Your Solution in accordance with the End User Agreement.

1.11. "**End Of Life ("EoL")**" means that the Service or its individual features are no longer supported by ABBYY and may be shut down anytime effective immediately on or after the EoL date without further notice by ABBYY.

1.12. "**Exhibit**" means a certain appendix to this Agreement enumerated as Exhibit A, Exhibit A-1, Exhibit A-2, etc., specifying the particular Services and Service specific terms. Each Exhibit is an integral part of this Agreement, the terms and conditions of which shall prevail over this Agreement to the extent of any discrepancy and inconsistency between this Agreement and the relevant Exhibit.

1.13. "**Intellectual Property Right(s)**" means any and all of the following anywhere in the world: (i) works of authorship, copyrights therein and derivative works thereof, moral rights, and mask-works; (ii) trademarks, service marks, trade names, business names, trade dress, logos, symbols, emblems, designs, and the like and associated

goodwill; (iii) confidential, proprietary, and trade secret business and technical information; (iv) ideas, know-how, designs, concepts, techniques, inventions, discoveries, improvements, systems, methods, algorithms, databases and database rights and industrial property, whether or not patentable, (iv) patents, patent applications, continuations, continuations-in-part, divisionals, reissues, re-examinations, topography rights and utility models; (v) internet domain names, and (vi) all other intellectual, proprietary and industrial property rights, whether arising by operation of law, contract, statute, license, or otherwise under any jurisdiction, including, but not limited to, all applications, registrations, renewals, extensions, or the like for any of the foregoing.

1.14. "**Quote**" means an ordering document specifying the Services to be provided to You hereunder that is entered into between You and ABBYY, and includes a description of what is being ordered, Service specifications, quantity, price, Service levels, payment terms, Subscription Term and other terms and conditions. Once signed or otherwise accepted by both You and ABBYY, this Agreement shall be incorporated by reference in the Quote. In case of any discrepancy, the Quote shall prevail over this Agreement and the relevant Exhibit.

1.15. "**Partner**" means an entity or individual who is authorized by ABBYY to market, promote or resell the Service on behalf of ABBYY.

1.16. "**Personal Data**" means any information that may be reasonably associated with, linked to, or used to individually identify a particular person or allow a particular person to be personally identified or contacted.

1.17. "**Privacy Policy**" is defined in Section 6.2.

1.18. "**Representative**" means either Party's employees, contractors, suppliers, agents, Affiliates, or other representatives.

1.19. "**Service**" means the ABBYY software as a service product made available to You under this Agreement as identified in the relevant Exhibit.

1.20. "**Service Software**" means the software that operates or enables the Service or its component parts.

1.21. "**Service Marketing Material**" means picture samples, demo samples, user's guides, notification texts and other marketing materials made available to You.

1.22. "**Service Level Agreement**" or "**SLA**" means a certain agreement between You and ABBYY, which is available at <https://www.abbyy.com/legal/cloud-sla/> and which defines the general availability of the Service ("Service Level") and the related terms and conditions. The SLA constitutes an integral part of this Agreement. In case of contradiction between the terms of the SLA and this Agreement, the terms of the SLA shall prevail.

1.23. "**Station**" means a part of the Service that solves one or more tasks constituting the functionality of the Service, which may be installed as a separate software application, as a thin browser-based client, or as a mobile app.

1.24. "**Subscription**" means Your commitment to make payment(s) to ABBYY for use of the Service during the Subscription Term according to the Subscription Fees stated in the applicable Quote; and in consideration of such payment, ABBYY's commitment to make the Service and technical support available to You during the Subscription Term under the terms herein.

1.25. "**Subscription Fee**" means the fees (as specified in each invoice or otherwise) payable by You to ABBYY for the use of the Service.

1.26. "**Subscription Term**" means the time period during which You are entitled to use the Services and for which You have committed to pay the applicable Subscription Fees.

1.27. "**Support and Maintenance Terms**" or "**SM Terms**" means ABBYY's terms and conditions for providing technical support and maintenance services to You (Appendix 6 (b)). In the event of any conflict of terms between the SM Terms and this Agreement, the terms of the SM Terms shall prevail.

1.28. "**Tenant**" means a group of Authorized Users sharing the common sub-system dedicated to You with its specific documents, data, projects, and processing rules. The Service is a multitenant environment.

1.29. "**Third Party Software**" means certain software developed and owned by third parties that may be used from time to time by ABBYY in connection with the Services.

1.30 "Uploaded Data" means any data, information, or material uploaded by You, Authorized Users or End Users to the Service.

1.31. "**Volume Unit**" means a document transaction, document, page, images or other unit of information that is processed using the Service. Uploaded Data includes Volume Unit.

2. Scope of Agreement

2.1. **Scope.** Subject to the terms of this Agreement and the relevant Exhibit, You may purchase and ABBYY will provide You with access to the Service(s) described in the Exhibit. Any right that ABBYY grants hereunder is revocable or terminable in accordance with this Agreement. ABBYY reserves all rights, including without limitation rights in its Confidential Information and Intellectual Property Rights, that ABBYY does not expressly and unambiguously grant to You hereunder.

2.2. **Modifications.** ABBYY may add or remove features to or from the Service or modify the design of existing features of the Service at any time, at its sole discretion, without notice to You. ABBYY believes in good faith that the applicable change(s) may have a material impact on Your use of the Service, ABBYY shall send notification thereof to You at Your e-mail address at least ten (10) days prior to implementation of the proposed change(s). ABBYY may update the Documentation from time to time at its sole discretion upon at least ten (10) days' prior notification to Your e-mail or through posting a notification on the Service website.

2.3. **Service Management.** In order to manage the efficient and stable operation of the Service, if Your use of the Service could cause partial or complete interruption of the Service, then ABBYY may impose reasonable limits on Your use of the Service. Such reasonable limits include maximum size of a file uploaded to the Service, maximum download and upload rates, connection timeouts, limitation of API access rates, full or partial termination of Service provision to You, or other limitations described in the Documentation.

2.4. **Resources.** ABBYY may determine at its sole discretion the appropriate resources that it will use to provide the Service, on an as-available basis. ABBYY sometimes utilizes the services or products of a limited number of third parties, whether companies or individual subcontractors as well as ABBYY Affiliates ("Approved Contractors") which have been determined by ABBYY to meet its standards. To meet Your needs most effectively, ABBYY may assign or subcontract

all or part of ABBYY's performance obligations and rights towards the provision of any portion of the Service under this Agreement to an Approved Contractor.

2.5. **Trial Service**

- a. Upon Your request, ABBYY grants You and You accept a non-exclusive, non-transferable, non-assignable, royalty-free right to use the trial version of the Service solely for the duration of the trial period and solely for the internal evaluation and testing purposes in order to assess the suitability of the Service for Your internal business needs. You shall be fully liable to ABBYY for all acts and omissions of any Authorized Users / End Users.
- b. You shall not use any results or outputs acquired through the usage of the trial Service and the trial Skills in regular business activities and/or in a commercial operating environment, including, without limitation, in a way that can generate direct or indirect revenue.
- c. The trial Service and the trial Skills may have limited functionality, and Your access to the functionality of the trial Service and the trial Skills are restricted in duration and/or a maximum permissible volume of units for processing, as well as for the trial Skill the term specifically mentioned in that trial Skill's Documentation, all of which may vary, unless otherwise agreed by the Parties. The expiration of time, processes or pages may render the trial Service and the trial Skills unusable and may render any material prepared using the trial Service inaccessible until You have purchased a Subscription for the Service.
- d. No maintenance or technical support is provided for the trial Service. The trial Service and the trial Skills are provided as a convenience and You agree that ABBYY is not obligated to provide any technical support, phone support, or updates for the trial Service or the trial Skills usage. You may, however, request assistance from ABBYY to install and activate the trial Service or help with other questions or problems experienced during the use of the trial Service and the trial Skills. ABBYY may, but is not obligated to, respond to such requests.
- e. After expiration of the trial period the Service shall immediately stop functioning. In order to continue using the Service and the trial Skills, You shall have to either get a new trial license for the Service and the trial Skills, or buy a Subscription to the Service.
- f. Pursuant to section 5.2 a ABBYY may use Your Confidential Information, Uploaded Data, including any Personal Data uploaded to the trial Service for the purposes of engineering, research, development, maintenance and improvement of any ABBYY products and services ("R&D"). To fulfill these R&D purposes ABBYY may retain Your Confidential Information, Uploaded Data, including any Personal Data for as long as is necessary to fulfill these R&D purposes. You hereby are informed and shall inform End Users/Authorized Users about the collection and processing of Personal Data described in Privacy Policy located at <https://www.abbyy.com/privacy/> prior to Your and End Users' / Authorized User's first use of Service regardless of whether Service is used on a standalone basis or as part of Your Solution.

3. General Obligations

- 3.1. General Restrictions.** To the fullest extent permissible under Applicable Law and in addition to other restrictions provided in this Agreement, You agree that You will not, and will not permit or authorize third parties, other than as expressly permitted in an Exhibit, directly or indirectly, to:
- a. use the Service for any purpose or activity prohibited under Applicable Law;
 - b. rent, lease, sell, assign or transfer the Service or any software (including the Stations) or software-as-a-service related to or provided with the Service;
 - c. sublicense or distribute the Service except when permitted to sublicense and/or resell as integrated with Your Solution,
 - d. probe, scan or test the vulnerability of the Service;
 - e. interfere with or disrupt the integrity or performance of, circumvent or disable any technical features or security measures of the Service or any software (including the Stations) or software-as-a-service related to or provided with the Service;
 - f. monitor data or traffic on the Service;
 - g. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service, such as a denial-of-service attack (DoS) or distributed denial-of-service (DDoS) attack;
 - h. use the Service for CAPTCHA breaking;
 - i. use the Service in any way not described in the Documentation, including but not limited to use the Services or any software (including the Stations) or software-as-a-service related to or provided with the Service for timesharing purposes or otherwise for the benefit of any person or entity other than for Your or End Users' benefit that are located within the Territory;
 - j. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software (including the Stations) or software-as-a-service, Documentation or data related to or provided with the Service;
 - k. impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with any person or entity, or use or provide any fraudulent, misleading or inaccurate information, in connection with the Service;
 - l. transmit to ABBYY or its service providers, or transmit via the Service, any software or materials that contain any viruses, worms, Trojan horses, logic bombs, defects, or other material which is malicious, destructive or technologically harmful;
 - m. modify, translate, enhance, correct errors in, or create derivative works based on the Service or any software (including the Stations) or software-as-a-service related to or provided with the Service or Service Marketing Materials without ABBYY's prior written approval;

- n. attempt to gain unauthorized access to the Service or any software (including the Stations) or software-as-a-service related to or provided with the Service or to data that You are not authorized to access under this Agreement or make it possible for any person not entitled to use the Services to access and/or use the Service or any software (including the Stations) related to or provided with the Service;
- o. distribute, rent or sublicense Your rights or obligations hereunder, or otherwise embed, bundle or otherwise incorporate the Service with other products or services for third parties (including without limitation Your Affiliates, distributors, and End Users), without prior written consent from ABBYY;
- p. use the Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of a third party's privacy rights;
- q. publish or disclose to third parties any evaluation of the Services or any software (including the Stations) or software-as-a-service related to or provided with the Service without ABBYY's and, when required so, third-party beneficiary's prior written consent; or
- r. use the Service or any software (including the Stations) or software-as-a-service related to or provided with the Service or Marketing Materials for any purpose other than to use the Service in accordance with this Agreement. (Uses in these subsections (a)-(r) above are "Prohibited Uses.").

3.2. Your Duties

You shall:

- a. At Your expense, purchase or lease, and thereafter use and maintain, the information technology, including computer systems, that meets the requirements necessary to connect to the Service, as such requirements may be modified by ABBYY from time to time;
- b. Access and use the Service in compliance with, and shall cause Authorized Users to use the Service in compliance with: the (i) standards, protocols and restrictions imposed by ABBYY in writing; (ii) this Agreement; and (iii) all Applicable Laws and government regulations;
- c. Be responsible and liable for all acts and omissions of Authorized Users and any breach of the terms of the Agreement.

3.3. Actions by Authorized Users. You must arrange for a unique username to be supplied to each Authorized User. You are solely responsible and liable for all actions and omissions of all Authorized Users and must take all appropriate measures to ensure that Authorized Users only add or remove subscriptions to the Service, make payments, request Service functionality, or engage in any other activity in connection with the Service with Your prior consent. You are solely responsible and liable for maintaining the confidentiality of all usernames and passwords and for any unauthorized use of any Authorized User's username or password.

3.4. Unauthorized Use. You shall: (a) immediately notify ABBYY of any unauthorized use of any username, password or other Account information relating to the Account or any other known or suspected breach of security related to the Service; and (b)

report to ABBYY immediately and use Your best efforts to immediately stop any unauthorized use, copying or distribution of any part of the Service.

3.5. Trade Restrictions. You acknowledge that ABBYY's Service, Documentation, related software and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict export, reexport, transfer to, access or use by certain restricted persons or in, from or involving certain restricted countries or territories, including but not limited to the US Export Administration Regulations, International Traffic in Arms Regulations and the Office of Foreign Assets Control regulations (together, "Trade Restrictions"). You shall comply with all applicable Trade Restrictions in performance of this Agreement. You represent that You are not a Restricted Party. "Restricted Party" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("Sanctioned Territory"), (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory or Venezuela; (iii) an entity organized in or a resident of a Sanctioned Territory, (iv) identified on any list of restricted parties targeted under US, EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the US State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing. You shall not and shall not permit any Authorized User to access, use, or make the Service available to or by any Restricted Party or to, from, or in connection with any Sanctioned Territory. You shall not host technical data or software controlled for export, reexport, or in-country transfer under Trade Restrictions on the Service without first receiving express consent from ABBYY. You expressly agree and acknowledge that ABBYY's ability to perform under this Agreement is subject to ABBYY's compliance with Trade Restrictions. You agree that any refusal or failure by ABBYY to perform its obligations hereunder on account of compliance with Trade Restrictions will not constitute a breach of any obligation under this Agreement and hereby waives any and all claims against ABBYY for any legal recourse, including, but not limited to, injunctive or declarative relief, loss, cost or expense, including consequential damages, that You may incur or be subject to by virtue of such refusal or cancellation. You shall not do or omit to do anything that may cause ABBYY, in ABBYY's reasonable judgment, to be in breach of applicable Trade Restrictions, and shall protect, indemnify, and hold harmless ABBYY from any claim, damages, liability, costs, fees and expenses incurred by ABBYY as a result of the failure or omission of You to comply with such Trade Restrictions. Failure by You to comply with this Section 3.5 shall constitute a material breach of this Agreement.

3.6. Data. You represent and warrant that: (a) You and Your End Users have all necessary rights, consents and permissions to upload any and all Uploaded Data to the Service; and (b) Your, Your End Users', and ABBYY's use of Uploaded Data as contemplated in this Agreement will not violate any Applicable Law or any contract or obligation to which You, or Your End Users are bound, and will not infringe or misappropriate the Intellectual Property Rights, privacy rights, or any other right of any person.

3.7. Data Processing Addendum.

- a. The DPA shall apply if and to the extent ABBYY Processes Uploaded Data on Your behalf. You hereby authorize ABBYY to Process Uploaded Data according to the terms and conditions of the relevant DPA depending on the Data Processing Location(s) chosen by You during or after the registration with the Service.
- b. You may choose, whenever applicable, one or more Data Processing Locations as follows: Europe, USA, Japan or Australia.
- c. The following DPA shall be applicable to You:
 - i. if You choose data Processing Location in Europe or You are located in one of the countries mentioned in 1.1.1., 1.1.6. or in Republic of Ireland, then GDPR DPA on behalf of ABBYY Europe GmbH shall apply to You or GDPR DPA on behalf of ABBYY UK Limited shall apply to You if You are located in one of the countries mentioned in 1.1.4. (except Republic of Ireland). GDPR DPA is available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal-data-processing/>;
 - ii. if You choose data Processing Location in Australia, Japan or USA and You are located in one of the countries mentioned in 1.1.2., 1.1.3., 1.1.5., 1.1.7 or 1.1.8, then Universal DPA available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal/> shall apply to You. Should You require Processing of the Uploaded Data in accordance with GDPR requirements, You shall separately inform ABBYY about this by sending a notice to privacy_eu@abbyy.com, in which case the Universal DPA with GDPR Addendum, available at <https://www.abbyy.com/legal/cloud-terms-of-service/dpa-universal-gdpr/>, shall automatically apply.
- d. The DPA forms an integral part of this Agreement, and in the event of a conflict between any provision in the DPA and any provision in this Agreement, the DPA shall control and govern to the extent of the conflict.

3.8. Tenant Archival and Deletion. ABBYY may choose to archive Your inactive Tenant, if a) Your trial Subscription has been expired and You have not acquired a new Subscription within at least 2 (two) months after Your previous trial Subscription has been expired, b) Your Subscription has been expired and You have not acquired a new Subscription within at least 6 (six) months after Your previous Subscription has been expired. Should you wish to resume using Your Tenant, You should contact ABBYY through e-mail of which ABBYY will additionally notify You. If You choose not to renew Your Subscription, then ABBYY shall permanently remove Your inactive Tenant within 6 (six) months of Your inactive Tenant archival date. In case if the inactive archived Tenant is Your only Tenant, then the Agreement between You and ABBYY will also be terminated and Your Account will be deleted as well.

4. Pricing and Terms of Payment

4.1. **Prepayments.** You are required to pay a prepayment to ABBYY as specified in the Quote before ABBYY provides any portion of the Service to You. The commencement of ABBYY's obligations under this Agreement is conditioned upon its receipt of such prepayment unless otherwise agreed by the Parties in the Quote. If You fail to pay Invoice within the due date of payment as specified in Invoice, ABBYY may cancel the respective Quote and/or deny Your access to Service.

4.2. **Overages.** You shall pay subsequent amounts due for amounts in excess of the fixed Subscription Fees specified in the Quote (e.g., amounts in excess of the Subscription volume purchased) at the end of each billing period specified in the Quote (e.g., at the end of each calendar quarter) or at the end of the Subscription Term whichever comes earlier.

4.3. **Price changes.** Before any renewal term ABBYY may increase the Subscription Fees for up to 7% from the then current Subscription Fees rates unless otherwise mentioned in the relevant Quote or Quote.

4.4. **Late Payments.** If any undisputed payment due under this Agreement is delinquent for any reason, interest shall accrue and be payable, to the extent legally enforceable, on such unpaid principal amounts from and after the date on which the same became due to the date of actual payment at the lower of one and one-half percent (1.5%) per month and the highest rate permitted by Applicable Law.

4.5. **Taxes.** You will pay ABBYY or Partner (if purchases through Partner) all applicable Subscription Fees and sales and use tax, excise tax, value-added tax (VAT), goods and service tax, service tax, business tax and other similar or applicable taxes, however characterized, that ABBYY is required under Applicable Law to charge You or otherwise pay in connection with providing the Service to You ("Indirect Taxes") except for taxes based on ABBYY's net income. If any Applicable Law requires You to withhold tax amounts from the Subscription Fee to ABBYY, You shall withhold such an amount of tax from the payments which You are only legally obligated to withhold, taking into consideration all exemptions, reliefs and reductions, at the rate of withholding tax under Applicable Law or at the rate as a result of applying any double tax treaty in force at the time of the Subscription Fee payment. You will effect such withholding, remit such withheld tax amounts to the appropriate tax authorities and promptly provide ABBYY with tax receipts evidencing the payments of such withholding tax amounts and all other supporting documents as may be required by ABBYY to claim a tax credit in its jurisdiction.

4.6. **Invoicing.** You will be invoiced for applicable Subscription Fees and Indirect Taxes on a periodic basis. You shall pay all amounts invoiced in accordance with the terms of the relevant Quote by means of electronic transfer. You are responsible for any outgoing bank transfer charges associated with the payments You make hereunder. You may not set off payments due to ABBYY against any amounts ABBYY may owe to You. Subscription Fees are non-refundable and non-cancellable.

4.7. **Payment Fulfilment.** All payment obligations of You shall be deemed fulfilled when the applicable sums due are credited to ABBYY's or Partner's bank account.

4.8. **Changes.** ABBYY may change the prices and charges associated with the Service and payment procedure at any time by giving You at least thirty (30) days of prior notice. Such revised prices and payment terms will be binding on You once they come into effect.

4.9. **Additional Information.** ABBYY in its sole discretion acting reasonably may request from You additional information, which may be reasonably required for compliance and other purposes, before processing Subscription renewal(s); and if such requested additional information is not provided by You within the timeframe

defined by ABBYY, then ABBYY may, in its sole discretion, reject or postpone the auto-renewal of Your existing Subscription, or terminate a then-current Subscription.

4.10. Quote Execution. If You execute and/or return a Quote to ABBYY after the Subscription start date indicated in such Quote, ABBYY may, at its sole discretion, adjust the Subscription start date and the end date, without increasing the total price under such Quote, based on the date ABBYY provides the ABBYY Software to You after You execute and/or return such Quote to ABBYY and provided that the Subscription Term length under such Quote does not change.

5. Confidentiality

5.1. Confidential Information. Each Party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other Party (as the “**Receiving Party**”).

5.2. Protection of Confidential Information. The Receiving Party shall:

- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b. except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein;
- c. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- d. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps with Disclosing Party to prevent further unauthorized use or disclosure; and
- e. ensure its Representatives’ compliance with and be responsible and liable for any of its Representatives’ non-compliance with the terms set forth herein.

5.3. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by Applicable Law to disclose any Confidential Information then, to the extent permitted by Applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this

section, the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

6. Support and Maintenance; Privacy Policy

6.1. **SM Terms**. Technical support for the Service will be provided by ABBYY in accordance with ABBYY's then current SM Terms and at the level stated in the Quote.

6.2. **Privacy Policy**. Any Personal Data provided by You to ABBYY in course of or for the purposes of providing You the Service, technical support, software maintenance or the like will be Processed in accordance with the ABBYY Privacy Policy available at <https://www.abbyy.com/privacy/> as the same may be modified from time to time (the "Privacy Policy").

7. Termination

7.1. **Term and Termination**. This Agreement shall be effective upon the earlier of the following: (a) the date You accept this Agreement; or (b) the date You first use the Service. This Agreement shall continue in effect for as long as You use or access the Service or until this Agreement is terminated in accordance with this section 7.

7.2. **Subscription Term**. The Subscription Term shall commence on the Quote Effective Date and shall continue for the term specified therein and any renewals thereto (if any). Except as otherwise specified in the relevant Quote and without prejudice to the section 4.9, each Subscription will automatically renew for an additional twelve (12) - month terms following the Initial Subscription Term, unless either Party gives the other written notice of termination (e-mail shall be deemed acceptable) at least forty-five (45) days before the end of the relevant Subscription Term. Notwithstanding anything to the contrary, any renewal in which Subscription volume or Subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

7.3. **Termination by ABBYY**.

a. **For cause**. Without prejudice to ABBYY's other rights and remedies under this Agreement or Applicable Law and without liability to You, ABBYY has the right to suspend the Service, suspend or terminate the performance of any of its obligations under this Agreement, and terminate this Agreement immediately at any time if any of the following occurs:

- i. You have failed to pay any invoice when due and such payment default continues for fifteen (15) days or more after receipt of ABBYY's written notice of late payment;

- ii. You go into bankruptcy (whether voluntary or involuntary), experiences a voluntary or involuntary dissolution, is or is declared insolvent, makes an assignment for the benefit of creditors, suffers the appointment of a receiver or trustee over all or substantially all of its assets, or admits in writing an inability to pay its debts as they become due;
- iii. You breach any term of this Agreement and You fail to cure such breach within thirty (30) days after Your receipt of written notice of the breach from ABBYY;
- iv. ABBYY reasonably determines Your use of the Service (1) violates, or the continued performance of this Agreement would violate, Applicable Law, or (2) misappropriates or infringes the Intellectual Property Rights of a third party, or poses a threat to the security or performance of ABBYY's network or to any of Your clients or suppliers;
- v. You become a Restricted Person as defined in Section 3.5 (Trade Compliance), or You breach Section 3.5; in which case ABBYY shall have no further obligation to You whatsoever hereunder;
- vi. You are subject to a change of Control and it is no longer reasonable to expect ABBYY to adhere to this Agreement due to the change of Control, in which case ABBYY shall not unreasonably delay negotiations for a new Service agreement with the anticipated owner of Your organization; or
- vii. Your Account has been removed as per rules set in the section 3.8 of the Agreement.

b. **For Convenience.** ABBYY may terminate this Agreement without any cause upon ninety (90) days' written notice to You. In the event ABBYY terminates this Agreement for its convenience, ABBYY will issue a pro-rata refund to You of any payments to the extent attributable to the unused portion of the applicable Subscription Term due to such termination.

7.4. **Termination by You.** You may terminate this Agreement or a Subscription if ABBYY materially breaches any material provision of this Agreement and if such breach is not substantially cured within thirty (30) days after ABBYY's receipt of written notice from You. In the event of such termination, You shall contact ABBYY technical support to deactivate Your Account and cease Your use of the Service within sixty (60) days after written notice of termination has been provided to ABBYY.

7.5. **Other grounds of Termination.** The DPA may contain other grounds for termination.

7.6. **Partners.** If You purchased the Service directly from a Partner, Partner may have a right to revoke the Service, limit Your access to it or delete some or all of the Uploaded Data. All disputes between You and such Partner, whether or not relating to any information, data or forms available on or through the Service, will be settled by and between You and such Partner. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

7.7. **End of Life.** ABBYY may at any time at its discretion determine that the Service or its individual feature(s) is EoL. ABBYY shall notify You no later than 90 (ninety) days before the EoL date. If You prepaid the fee for Service that is subject to EoL, ABBYY will use commercially reasonable efforts to transition You to a substantially similar cloud service and the remaining unused amount will be credited towards the

future purchase of such other cloud service. If ABBYY does not have a substantially similar cloud service or if You do not agree to such transition and wish to terminate Your Subscription to the Service, then ABBYY will credit You any unused portion of the prepaid fee for such Service, calculated from the last date the Service was available.

8. Consequences of Termination

8.1. **Consequences.** Upon termination of this Agreement:

- a. all rights granted to You hereunder, including any active Subscription, will immediately terminate without giving rise to any right for You to receive or demand any compensation for goodwill, Authorized Users' expenses, or any other payment of any nature from ABBYY or its Affiliates or Representatives;
- b. You shall be required to return (or, with ABBYY's prior written consent, destroy and certify such destruction in writing) all copies of materials that embody ABBYY's Intellectual Property Rights and all copies of ABBYY's Confidential Information provided in connection with this Agreement;
- c. ABBYY will invoice You for any outstanding amounts due and payable by You, and You shall pay all such amounts in accordance with this Agreement and the relevant invoice;
- d. You shall no longer have access to Your Account;
- e. You shall uninstall, delete and destroy all Stations and copies of Stations installed on Your computer(s). You shall then email to ABBYY a confirmation via a letter of destruction signed by Your authorized Representative; and
- f. If reasonably possible, ABBYY will inform You in advance and give You the opportunity to export Uploaded Data from the Service.

8.2. **Uploaded Data.** Upon termination of this Agreement and if not otherwise stated in the relevant Quote, ABBYY will have no obligation to maintain or forward any Uploaded Data and ABBYY may delete Uploaded Data from the Service at its sole discretion. Notwithstanding the foregoing, You authorize ABBYY to retain Uploaded Data on the Service following the expiration or termination of this Agreement for as long as necessary for ABBYY to perform its obligations under this Agreement, subject to any obligations under Applicable Law including data protection laws to retain Uploaded Data for a longer or shorter period.

8.3. **Survival.** The termination of this Agreement shall not have any effect on provisions that are intended to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by You. Without limiting the generality of the preceding sentence, the following provisions will survive any expiration or termination of this Agreement: Section 1, Section 3, Sections 4.2, 4.3, 4.4, 4.5 and 4.6, Section 5, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, as well as sections of relevant Exhibit.

8.4. Consequences for a Subscription Termination. In case of a Subscription termination or expiration, the Agreement shall remain in full force and effect unless duly terminated by either Party if there are no other Subscription Terms in effect.

8.5. Consequences for EoL. Upon completion of the EoL, relevant Exhibit for the particular Service shall be deemed terminated. In case You use other Services, relevant Exhibits for those other Services shall not be affected and shall remain in full force and effect unless duly terminated by either Party.

8.6. Refund or Payment upon Termination. If the Agreement or any active Subscription is terminated by You before the expiration of the Subscription Term for any reason except those provided in the section 7.4., then You shall, to the extent permitted by Applicable Law, pay ABBYY any unpaid fees covering the remainder of the Subscription Term and if paid in advance, shall not have any right of refund. If any discounts were applied to Your Subscription, You shall also pay ABBYY an amount equivalent to the sum of such discount.

9. Ownership of Intellectual Property Rights

9.1. Ownership. You acknowledge that the Service and Service Marketing Materials (and all aspects and components thereof, including all Software and related technology) are owned, controlled or licensed by or to ABBYY, are and remain the proprietary information of ABBYY and its Affiliates, suppliers and licensors, and are protected by Applicable Law. You acknowledge that all Intellectual Property Rights embodied in or relating to the Service and Service Marketing Materials (other than Uploaded Data) are, as between You and ABBYY, solely and exclusively owned by ABBYY and its licensors. All modifications, enhancements or changes to the Service and Service Marketing Materials and all related Intellectual Property Rights are and shall remain the property of ABBYY and its licensors and suppliers, without regard to the origin of such modifications, enhancements, or changes. No ownership or other rights in the Service or Service Marketing Materials or related Intellectual Property Rights are granted or transferred hereunder, except the right for You to use the Services under the terms herein, and ABBYY reserves all right, title and interest therein and thereto. Use of the Service or Service Marketing Materials does not grant You a license to any Intellectual Property Rights or other rights of ABBYY or its Affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant You the right to make or have made any products, or to use the Service or Service Marketing Materials outside the scope of this Agreement. Nothing in this Agreement limits ABBYY's and its licensors' right to enforce their Intellectual Property Rights against You.

9.2. Feedback. If You provide to ABBYY comments regarding the Service or ideas on how to improve it ("Feedback"), by doing so, You also hereby assign all right, title, and interest worldwide in Feedback to ABBYY and agree to assist ABBYY, at ABBYY's expense, in perfecting and enforcing ABBYY's rights thereto and ownership thereof. You acknowledge and agree that ABBYY may use and incorporate Feedback into the Service or for other business purposes without compensation to You and without restriction.

9.3. **Residual Information.** To enable ABBYY to provide better service to Your client (including You), You agree that ABBYY is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, processes, concepts, ideas, and know-how learned or acquired by ABBYY's personnel in the course of providing the Service for You hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of ABBYY without intentionally memorizing such information or using any of Your Confidential Information to refresh its recollection ("Residual Information"). Such retention and use of Residual Information shall not be deemed a breach of this Agreement.

9.4. **Use of Your Organization's Name and Trademarks.** ABBYY may identify You in its advertising and marketing materials as a customer of the Service, and may use Your trademarks, trade names, service marks, and logos in such materials subject to Your reasonable guidelines provided to ABBYY. Furthermore, You agree that ABBYY may publicly disclose to the public in marketing materials or otherwise some or all of the Service features and ABBYY products that You are using or have used.

9.5. **ABBYY Trademarks.** You shall display ABBYY trademarks belonging to ABBYY and accurately identify and refer to ABBYY and its technology and services subject to and strictly in accordance with ABBYY guidelines provided at <https://www.abbyy.com/legal/abbyy-logo-usage-guide/>. You shall also display a statement confirming the proprietary rights of ABBYY and its subcontractors identified in the Agreement or in the Service-related documentations, as well as shall not remove any proprietary notices from the Documentation. Only for performing this Section by You, ABBYY hereby grants You a limited, non-exclusive, revocable, non-sublicensable, non-transferable, right to use the ABBYY trademarks within the Territory and in accordance with this Section 9.5

9.6. **Third-Party Software.** The Service may contain components of other Third-Party Software, which are the property of their respective owners. Your use of the Third-Party Software is subject to the terms and conditions of the applicable Third-Party Software vendor that may be required for Your use of such Third-Party Software, as well as the terms of this Agreement.

10. Limited Warranty and Disclaimers

10.1. **Compliance with Laws.** Each Party represents and warrants to the other Party that it has the legal authority to enter into this Agreement with the other Party, and its execution and performance of this Agreement does not and will not violate Applicable Law or any other agreement to which it is a party or by which it is otherwise bound.

10.2. **Internet Delays.** ABBYY does not and will not provide You or Authorized Users / End Users with an Internet connection or with any hardware and software required to connect to the Internet or use the Service. Therefore, ABBYY is not responsible or liable for the quality of Your or Authorized Users' / End Users' Internet connection or the quality of the hardware and software that You or Authorized Users / End Users use to access the Internet. ABBYY is not responsible or liable for any malfunction or other problems in telephone networks or services, computer systems, servers, providers, computer hardware, software, or telecoms equipment, or for any

malfunction in the operation of e-mail and scripts, howsoever caused, or other damage resulting from such problems. ABBYY shall not be responsible or liable for any delay, malfunction, missed or late delivery, removal or loss of any of Your information provided to ABBYY, including but not limited to Uploaded Data, resulting from any of the circumstances described in this section 10.2.

10.3. **Loss of information**. You acknowledge that You may be transmitting information over a public computer network and that ABBYY shall not be liable for any loss of information transmitted in this manner.

10.4. **No warranties for third party software products**. ABBYY makes no warranties for any Third Party Software products and hereby expressly disclaims any such warranties.

10.5. **Warranty disclaimer**. EXCEPT FOR ANY WARRANTY, CONDITION OR EXPRESS REPRESENTATIONS STATED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABBYY MAKES NO REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, OF ANY KIND, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, FITNESS FOR ANY PURPOSE (EVEN IF ABBYY HAS BEEN ADVISED OF SUCH PURPOSE), OR COMPLETENESS OF THE SERVICE OR ANY DATA, OR THE NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. ADDITIONALLY, ABBYY DOES NOT REPRESENT OR WARRANT THAT:

- a. THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA;
- b. ANY STORED DATA OR UPLOADED DATA WILL BE OR REMAIN ACCURATE OR RELIABLE;
- c. THE RESULTS OBTAINED BY USING THE SERVICE ARE ACCURATE, COMPLETE OR USEFUL;
- d. THE SERVICE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR OR END USER'S REQUIREMENTS OR EXPECTATIONS;
- e. ERRORS OR DEFECTS WILL BE CORRECTED;
- f. ANY SOLUTION CREATED BY OR FOR YOU USING OR BASED UPON THE SERVICE OR THE SERVICE AS INCORPORATED INTO SUCH SOLUTION SHALL FUNCTION IN ANY PARTICULAR MANNER; OR
- g. THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.6. **AS IS**.

The Service and all data are provided to You strictly on an "AS IS" basis without a warranty of any kind ("keine Beschaffenheitsgarantie") except a potential mandatory statutory warranty.

10.7. **Service Level Claims**. The Service Levels are solely specified by ABBYY.

11. Limitation of Liability and Indemnification

11.1. Limitation of Liability

- i. ABBYY's statutory liability for damages shall be limited as follows: (1) ABBYY shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation required for the appropriate execution of the agreement and (2) ABBYY shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. ABBYY shall not bear any liability beyond the limits set above in this section 11, especially not in cases of consequential damages, loss of revenue or profits, punitive damages or any other special damages.
- ii. The above limitation of liability also applies in respect of the personal liability of the employees, representatives and agents of ABBYY.
- iii. The limitation of liability set forth above shall not restrict any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee, liability for damage arising from a grossly negligent breach of duty or liability for culpably caused injuries to life, body or health.

11.2. Defense and Indemnification by You.

- a. Defense of Claims. You shall defend ABBYY and its Affiliates and Representatives, and each of its and their respective Representatives, officers, directors, employees, successors, and assignees (each, an "ABBYY Indemnitee") against any allegation, suit or claim that directly or indirectly arises out of or relates to any of the following (individually, a "Claim", and collectively, the "Claims"):
 - i. Any information that You provide to ABBYY, including any Processing of Uploaded Data by or on behalf of ABBYY in accordance with this Agreement;
 - ii. Any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on Your behalf or any Authorized User, including ABBYY's compliance with any specifications or directions provided by or on behalf of You or any Authorized User to the extent prepared without any contribution by ABBYY;
 - iii. Your breach of any of Your representations, warranties, covenants, or obligations under this Agreement; or
 - iv. Any act or omission by You, any Authorized User / End User, Your Representatives, or any third party on Your behalf, including any negligent acts or omissions, wilful misconduct, or strict liability thereof, including, but not limited to acts or omissions that infringe, misappropriate, or violate any third party's Intellectual Property rights.
- b. Indemnification by You. You shall indemnify and hold harmless each ABBYY Indemnitee against any damages, liabilities, assessments, losses, costs, and

other expenses (including reasonable attorneys' fees and legal expenses) incurred by that ABBYY Indemnitee relating to any Claim, including:

- i. All damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorney fees and legal expenses) finally awarded against an ABBYY Indemnitee in any proceeding relating to any Claim;
 - ii. All out-of-pocket costs (including reasonable attorneys' fees) incurred by an ABBYY Indemnitee in connection with the defense of any Claim (other than attorneys' fees and costs incurred without Your consent after You has accepted defense of such Claim); and
 - iii. If any Claim is settled between You and the third party, all amounts agreed to by You as part of such settlement.
- c. Process. ABBYY shall give You reasonable notice of each Claim for which it seeks indemnity, except that failure to provide such notice will not release You from any obligations hereunder except to the extent that You are materially prejudiced by such failure. ABBYY will also give You its reasonable cooperation in the defense of each Claim, at Your expense. You may not use any counsel that would have a conflict of interest in representing ABBYY's interests to defend any Claim. An ABBYY Indemnitee may participate in the defense of a Claim at its own expense. You will not settle any Claim without the relevant ABBYY Indemnitees' prior written consent, which may not be unreasonably withheld. You shall ensure that any settlement You make of any Claim is made confidential, except where not permitted by Applicable Law. Your duty to defend is independent of Your duty to indemnify.

11.3. Indemnification by ABBYY.

- a. Defense. Subject to section 11.1, ABBYY shall defend You and Your Affiliates and Representatives, and each of its and their respective Representatives, officers, directors, successors, and assignees (each "**Your Indemnitee**") against any allegation or claim that Service when used in accordance with the terms in this Agreement, violates the Intellectual Property Rights of a third party in the United States.
- b. Indemnification. If any portion of the Service is, or in ABBYY's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then ABBYY, at its sole option and expense, will either: (A) obtain for You the necessary rights to continue using the Service; (B) replace the Service with products that are substantially equivalent in function, or modify the Service so that it becomes non-infringing and substantially equivalent in function; or (C) refund You the portion of the Subscription Fees paid to ABBYY for the portion of the Subscription Term during which You may no longer use the Service. THE FOREGOING SETS FORTH ABBYY'S EXCLUSIVE OBLIGATION AND LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING THE INDEMNIFICATION OBLIGATIONS STATED IN THIS SECTION 11.3 HEREIN.
- c. Process. You shall give ABBYY reasonable notice of each claim for which it seeks indemnity, except that failure to provide such notice will not release ABBYY from any obligations hereunder except to the extent that ABBYY is materially prejudiced by such failure. You will also give ABBYY its reasonable

cooperation in the defense of each claim, at ABBYY's expense. ABBYY may not use any counsel that would have a conflict of interest in representing Your interests to defend any claim. Your Indemnitee may participate in the defense of a Claim at its own expense. ABBYY will not settle any Claim without the relevant Your Indemnitees' prior written consent, which may not be unreasonably withheld. ABBYY shall ensure that any settlement ABBYY makes of any Claim is made confidential, except where not permitted by Applicable Law. ABBYY's duty to defend is independent of ABBYY's duty to indemnify.

11.4. Dispute with Third Parties. All disputes between You and third parties, whether relating to any information, data or forms available on or through the Service, will be settled by and between You and such third party. ABBYY bears no responsibility for resolving such disputes and has no obligation to be involved in any way in any such dispute.

12. Miscellaneous Provisions

12.1. Assignment. ABBYY may assign and transfer its rights and obligations hereunder (or any part thereof) to a third party at any time without Your consent. ABBYY will endeavor to give You notice of such assignment or transfer. You may not assign or transfer any of the rights or responsibilities set forth herein without the express written consent of ABBYY, and any purported attempt to do so is hereby deemed null and void.

12.2. Dispute Resolution. The following procedure shall be observed to resolve any dispute arising between You and ABBYY under this Agreement or otherwise. If You have reason to believe that Your rights and interests have been violated in connection with Your use of the Service, You may send a written complaint to ABBYY. ABBYY shall seek to respond to the complaint within ten (10) business days of receipt of the complaint. The response shall be sent to Your e-mail address as indicated in the complaint. If the parties fail to resolve the dispute in this manner, the dispute shall be resolved in accordance with this Agreement. ABBYY is not obligated to respond to anonymous complaints or complaints from users who cannot be identified with the data they provided to register.

12.3. InfoSec Policy. In provision of Service and SM hereunder ABBYY shall comply with ABBYY Information Security Policy (Products and Support) available at <https://www.abbyy.com/infosec-policy-products-support/>. ABBYY may unilaterally change ABBYY Information Security Policy (Products and Support) without notice and effective as of any time, including immediately, where such changes do not result in a decrease of ABBYY obligations thereunder.

12.4. Waiver. The failure of either Party to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or any of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the instance to which such waiver is directed. Except as expressly provided herein to the contrary, the exercise of any right or remedy provided in this Agreement shall

be without prejudice to the right to exercise any other right or remedy provided by law or equity.

12.5. **Severability.** If any part of this Agreement is found to be or should become illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any rights to You under this Agreement is found to be illegal, unenforceable, or invalid, the right granted will immediately terminate.

12.6. **Interpretation.** The headings appearing at the beginning of any sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa. The words "include," "includes" and "including" will be deemed to be followed by "without limitation." Each Party to this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter. All the terms and periods herein are calculated as calendar periods, unless otherwise expressly specified.

12.7. **No Partnership or Agency.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement or any circumstances associated with it or its performance shall be construed as creating nor give rise to any relationship of employment, agency or partnership between You and ABBYY. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever.

12.8. **Entire Agreement.** This Agreement (along with any and all associated Appendices) is the entire agreement between the Parties as to the matters set forth herein. This Agreement supersedes all previous oral and written communications, representations, discussions, negotiations, proposals, agreements and understandings regarding these matters, including any marketing materials or documentation provided by ABBYY prior to the execution of this Agreement, unless specifically referred to and incorporated in this Agreement. No usage of trade or other regular practice or method of dealing, including but not limited to any kind of purchase orders, between the parties will be used to modify, interpret, supplement, or alter this Agreement. This Agreement and all its terms apply both to the Service as a whole and to any of the Service's separate components.

12.9. **Contact Us.** Should You have any questions concerning this Agreement, or if You desire to contact ABBYY for any reason, please contact Your ABBYY sales representative or Partner.

12.10. **Notices.** Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission, to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party (in Your case, this shall be the electronic mailing address provided on registration or any subsequently update thereto). Notice shall be deemed to have been given, if by post, on the date that the notice is delivered, and if by e-mail, when the recipient acknowledges having received that email by return email sent to the email address of the sender or by another method, with an automatic "read receipt" constituting acknowledgement of an email for the purposes of this section. In the case of change

of address, the Party whose address has changed shall provide written notification to the other Party in respect of such change and communicate the new address to the other Party.

12.11. **Amendment to this Agreement.** ABBYY may unilaterally change this Agreement effective as of any time, including immediately, where such changes: (a) are required to comply with Applicable Law; or (b) do not: (i) result in a violation of Your rights hereunder; or (ii) otherwise have a material adverse impact on Your rights under this Agreement, as reasonably determined by ABBYY. Otherwise, ABBYY may unilaterally change this Agreement by notifying You with at least 30 (thirty) days' prior notice before the changes will take effect by either: (a) email; or (b) alerting You via the service interface. If You object to any such change, You must terminate the Account(s) and stop using the Service. ABBYY is not required to notify You about editorial changes, as well as if the changes are made to an Exhibit that is not applicable to You.

12.12. **Force Majeure.** If the performance of the provisions of this Agreement or any obligation herein is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the Party obligated to perform it, the Party so affected, upon giving prompt notice to the other Party, shall not be liable for any delay or failure to perform the provisions of the Agreement or any obligations herein to the extent of such prevention, restriction or interference, but the Party so affected shall use its best efforts to avoid or remove such causes of non-performance and shall resume the performance of the provisions and obligations as soon as possible after such causes are removed or diminished.

12.13. **No Third Party Beneficiaries.** This Agreement is between ABBYY and You. The Parties hereto acknowledge and agree that all provisions contained in this Agreement and any Exhibit are included for the sole benefit of ABBYY (and its Affiliates) and You and that nothing in this Agreement or any Exhibit, whether express or implied, shall create any third party beneficiary or other rights in any other person or entity, including without limitation any End User, unless otherwise expressly provided in relevant Exhibits.

13. Governing Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding the Convention for the International Sale of Goods. The parties, if You are a merchant, a legal person under public law, or a special asset (Sondervermögen) under public law, shall submit any and all disputes, controversies or differences that in the opinion of a party cannot be settled amicably, to the court of Munich, Germany. This clause shall in no event be construed so as to deprive a party to institute interim injunction proceedings at a different court of another country.

Exhibit A - 2 – ABBYY Vantage Cloud

The following terms in this Exhibit A-2 are in addition to the Agreement and shall apply to You only if You purchase ABBYY Vantage Cloud for internal use.

1. Definitions

1.1. "ABBYY Vantage Cloud" means the Service accessible via <https://www.abbyy.com/vantage-login/>, as well as ABBYY Vantage Platform and all of ABBYY's proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information), as well as Documentation.

1.2. "**ABBYY Vantage Platform**" means software platform which enables End Users to configure (design), train, use and publish Skills, as well as import other Assets, modules and components of the ABBYY Software designed by ABBYY or third parties available on ABBYY Marketplace.

1.3. "**Asset**" has the same definition given in the general terms of use for Marketplace.

1.4. "**Marketplace**" means the website located at <https://marketplace.abbyy.com> and has the same definition given in the general terms of use for Marketplace.

1.5. "**Skill**" means an ancillary software tool consisting of configuration files, trained models and other components, executed by ABBYY Vantage or invoked by third-party applications and executed on ABBYY Vantage Platform, which address various documents processing scenarios, including but not limited to extraction of data from documents, classification of documents, running documents by predefined workflow.

2. Scope. Scope. ABBYY grants to You a limited, non-exclusive, revocable, non-transferable right to use ABBYY Vantage Cloud for processing Volume Units during the Subscription Term on a standalone basis and solely for Your own internal business purposes, on the condition and so long as You pay the Subscription Fees for ABBYY Vantage Cloud and comply with the Agreement and this Exhibit A-2. ABBYY reserves any right that ABBYY does not expressly and unambiguously grant to You hereunder.

3. Miscellaneous Agreement

3.1. **Uploaded Data processing.** Uploaded Data may be used for performing ABBYY Vantage Cloud in the following ways: for transactions (meaning recognition, conversion and extraction of the documents using the functionality of the Service) and for the Skill training (meaning that Uploaded Data will be uploaded to the particular Skill's document set and used for design, training and improvement of that Skill) via Skill designer or by allowing the system to collect documents as part of the online learning service for improving the Skills for Your own purposes.

3.2. **Uploaded Data retention and deletion.** Uploaded Data used for transaction purposes will be automatically scheduled for deletion fourteen (14) calendar days after it has been uploaded to ABBYY Vantage Cloud. By default, Uploaded Data used for the Skill training as described in the section 3.1 above will be retained within the Skill during the subscription period of that Skill and will be deleted six (6) months after expiration of subscription of that Skill. If You wish to delete Uploaded Data before the automatic deletion periods as set in this section 3.2, You may do so by using the methods described in relevant Skills documentation.

3.3. **Paid-for Skills.** Certain Skills in ABBYY Vantage Cloud may be paid-for. If You wish to use such paid-for Skills, You should purchase individual subscriptions for them. Otherwise, You should not be able to use these paid-for Skills.

3.4. **Ownership of Skills.** If not otherwise mentioned in the relevant ABBYY Skill terms posted on the Marketplace, You acknowledge that ABBYY Skills are owned,

controlled or licensed by or to ABBYY, are and remain the proprietary information of ABBYY and its Affiliates, suppliers and licensors, and are protected by Applicable Law. You acknowledge that all Intellectual Property Rights relating to ABBYY Skills are, as between You and ABBYY, solely and exclusively owned by ABBYY. All modifications, enhancements or changes to ABBYY Skills are and shall remain the property of ABBYY and its licensors and suppliers, without regard to the origin of such modifications, enhancements or changes. No ownership rights in ABBYY Skills are granted, and ABBYY reserves all right, title and interest therein and thereto. The use of ABBYY Skills does not grant You a license to any Intellectual Property Rights or other rights of ABBYY or its Affiliates or licensors or any third parties, whether express, implied, by estoppel or otherwise, or grant You the right to make or have made any products, or to use ABBYY Skills beyond the scope of the Agreement and this Exhibit A-2. You will not challenge the ownership or rights in and ABBYY Skills, including without limitation all copyrights and other proprietary rights. Nothing in the Agreement and this Exhibit A-2 limits ABBYY's ability to enforce its Intellectual Property Rights.

4. Survival. The termination of this Agreement or this Exhibit A-2 shall not have any effect on provisions that are expressed to operate or to be in force after termination, or any right of action already accrued to ABBYY in respect of any breach by You. Without limiting the generality of the preceding sentence, the following provisions will survive any expiration or termination of this Agreement or this Exhibit A-2: sections 1, 2, 3.4 and 4.

Appendix 6

b) ABBYY Support and Maintenance Terms

These ABBYY Support and Maintenance Terms (“**Terms**”) set forth the terms and conditions according to which ABBYY will provide software support and maintenance services (“**Services**”) to the end user of the Supported Product (“**Customer**”).

These Terms are the sole terms and conditions for the Services. No other terms and conditions shall apply to the Services unless executed in writing between ABBYY and Customer.

1. DEFINITIONS

- 1.1. “**Agreement for the Supported Product**” means the agreement that provides the terms and conditions for license and use of the Supported Product.
- 1.2. “**Core Technology**” includes portions of Supported Product that provide the functionality of: recognition for letters, numbers, background, symbols and others; document analysis for text blocks, picture blocks, table blocks, headers, footers and others; barcode recognition; table structure such as cells, separators and others; line items extrapolation; names entity recognition; user-side software training.
- 1.3. “**End of Sale Products**” means those Supported Products that are no longer available for sale to new customers and that may be subject to limited Services.
- 1.4. “**Problem**” means any verifiable and reproducible failure of the Supported Product to materially conform to the specifications included in the Agreement for the Supported Product and/or in the documentation provided for the Supported Product.
- 1.5. “**Project**” means a Customer’s particular configuration files that contain settings for importing, processing, and exporting documents that may be uploaded to the Supported Product.
- 1.6. “**Quote**” means a document such as a purchase order accepted by ABBYY or quote an invoice issued by ABBYY with respect to the Services.
- 1.7. “**Resolution**” means a Workaround provided to Customer or a correction to portion(s) of the Supported Product by ABBYY to remedy a Problem in the Supported Product.
- 1.8. “**Resolution ETA**” or “**Resolution Estimated Time of Arrival**” means the time elapsed from the moment ABBYY receives a Support Request for assistance from the Customer and the moment ABBYY is able to give a non-binding estimate of time it will require to provide Customer a Resolution.
- 1.9. “**Response Time**” means the time elapsed from the moment ABBYY receives a Support Request for assistance from the Customer and the moment ABBYY replies to the Customer.
- 1.10. “**Resolution Time**” means the time elapsed from when ABBYY receives a Support Request for assistance from the Customer until a Resolution is provided to the Customer.
- 1.11. “**Support Request**” means a request for assistance submitted by Customer to ABBYY with respect to the Supported Product’s functionality or behavior.
- 1.12. “**Term**” means the time period during which Customer is entitled to receive Services.
- 1.13. “**Supported Product**” means (i) the ABBYY cloud software as a service provided to Customer for which Services are provided; (ii) any accompanying documentation thereto provided by ABBYY.

- 1.14. “**Workaround(s)**” means a series of instructions, procedural steps or usage clarifications (including in the form of a reversal of any changes to the Supported Product or Customer’s system) that enable a Customer to avoid a Problem or circumvent its effects; not including the delivery of new programming code of the Supported Product.

2. ABBYY SUPPORT AND MAINTENANCE SERVICES

Services Level	Business	Enterprise
First Response Times	Available in SLA	Available in SLA
Resolution ETA	Available in SLA for severity 1 & 2	Available in SLA
Resolution Time SLA	N/A	Available
Support Requests via Digital Support Access	Available	Available
Knowledgebase Access	Available	Available
Community internet forum Participation	Available	Available
Support Requests via Email	N/A	Available
Support Requests via Phone	Voicemail (US only)	Available
Support Requests via Chat	N/A	Available
Customer Success representative	N/A	Available
Professional Services package	N/A	Pre-implementation workshop OR System Health Check (to be chosen by Customer on annual Term basis)
Connect with an Expert	N/A	Available
Service hours of operation	Monday to Friday	24/7/365
	9-hour (09:00 – 18:00) x 5 days a week (Mon – Fri)	
	Customer specified time zone	
	Available on all public holidays	

During the Term, and subject to payment of the applicable Services fees, if any, ABBYY shall provide the following Services solely for Supported Product in accordance with the Services Level specified in the applicable agreement between ABBYY and Customer or Quote (Business Level applies by default):

- ABBYY Technical Support Network. Customer will have access to: (i) the ABBYY Knowledgebase, (ii) the ABBYY technical community forum, (iii) a Web Form to submit a Support Request, (iv) e-mail and/or chat access to submit a Support Request (if eligible) and (v) the Supported Product documentation and other resources.
- Customer Support. ABBYY Customer Support will respond to Support Requests.
- Resolution of Problems. ABBYY will use reasonable commercial efforts to resolve Problems reported by the Customer to ABBYY Customer Support for the Supported Product. Resolution may consist of correcting portion(s) of the Supported Product, or providing to Customer a Workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the Problem.

All Services shall be provided in the English language only.

3. LIMITATIONS

Services do not cover:

- a) any modifications made to the Supported Product (whether by the Customer, third parties, or by ABBYY as part of ABBYY Professional Services);
- b) applications developed by Customer or other third parties' products;
- c) onsite support services (the Services are provided remotely);
- d) systems engineering services, programming, or operations procedures of any sort;
- e) the use, interconnection, or integration of the Supported Product with an operating system or any software or hardware or networking systems not specified as compatible by ABBYY (requirements are published on the ABBYY web-site at support.abbyy.com);
- f) use of the Supported Product in a manner for which it was not designed, including in breach of the applicable Agreement for the Supported Product;
- g) Problems that cannot be reproduced by ABBYY based on information provided by Customer;
- h) Problems that cannot be remedied due to the operational characteristics of the computer equipment used by Customer;
- i) consulting regarding or work to ensure that the Supported Product is compatible with application servers, platforms, network configurations, customizations (unless additional Services for customized versions are purchased), web browsers, databases other than those with which the Supported Product is then currently developed to work, or versions of any of the foregoing;
- j) database performance tuning and general administration;
- k) customer-specific application usage assistance;
- l) hardware maintenance; or
- m) assistance or support for errors, deficiencies, or malfunctions related to a Project.

4. SLA (SERVICE-LEVEL AGREEMENT); SEVERITY CLASSIFICATION AND PROBLEMS

ABBYY will use commercially reasonable efforts to meet the Response Time and Resolution Time indicated below in accordance with Severity Level and SLA for the applicable Services Level. Any new support ticket shall have the severity level initially classified by Customer, and ABBYY reserves the right to reclassify any support ticket in accordance with the Severity Levels defined below. Customer agrees that although ABBYY will use commercially reasonable efforts to meet the Response Time and Resolution Time, such times are estimated targets only.

SLA	
Severity Level	Services Level

	Business	Enterprise
Critical – S1	First Response Time: 2 business hours Resolution Time: N/A Resolution ETA: 1 business day	First Response Time: 1 hour Resolution Time: 1 day
Major – S2	First Response Time: 4 business hours Resolution Time: N/A Resolution ETA: 5 business days	First Response Time: 2 hours Resolution Time: 3 days (
Default – S3	First Response Time: 8 business hours Resolution Time: N/A	First Response Time: 4 hours Resolution Time: N/A Resolution ETA: 21 day
Low – S4	First Response Time: 8 business hours Resolution Time: N/A	First Response Time: 8 hours Resolution Time: N/A Resolution ETA: 35 days

The Problem Resolution Time shall commence tolling once Customer has provided ABBYY with sufficient information to permit ABBYY to begin diagnosing the Problem. The Resolution Time shall be paused when ABBYY requests that Customer provide access to Customer's environment or data needed to verify and/or reproduce the Problem and shall resume once Customer provides the requested access. ABBYY reserves the right to decrease Severity Levels if Customer fails to provide access to environment or data for more than three (3) days after ABBYY's request.

Disclaimer

Problems concerning Core Technology, third party technology dependency or those where Resolution requires architectural change in the Supported Product may take longer to resolve than the Resolution Time specified in ABBYY Support and Maintenance Services SLA due to the complexity and risk involved in fixing, testing and releasing. In these cases, ABBYY will provide Customer with a realistic Resolution ETA as soon as possible, but no later than within the target Resolution Time.

Severity Level Classifications:

S1 (Critical)

Impact on Customer's business operations:

- Business continuity has stopped or is severely impacted.

Scope of technical issue (if all apply):

- Production system is down or core technology is inoperable. Restarting the on-premise system does not resolve the problem and at time of raising the support ticket no Workaround exists to start production or re-enable core technology. Normal business operations are completely disrupted.
- Impacting only production environments; does not include any non-production systems such as staging environments or development; and
- The issue affects almost all Customer's end users.

The Severity Level is decreased when a Workaround that has been provided allows the production system to run with a performance level that allows continued business operations.

S2 (Major)

Impact on Customer's business operations:

- Essential functionality is impacting business continuity and there is no Workaround.

Scope of technical issue (if all apply):

- Failure of essential Supported Product functionality, such as an instability that forces the system to be restarted, or severe degradation of the Supported Product's performance that affects significant aspects of Customer's business operations. The production system is still operational but restricted. A Workaround that can return business operations to an acceptable level is not available at the time of raising the Support Request;
- Degradation of Core Technology affecting a large document subset critical to business operations, or other technology of the Supported Product affecting a large document subset and therefore significantly impacting Customer's business continuity;
- Is applicable for: (i) systems in production and (ii) staging environments only in case it has a critical impact on system being available in production in time / system upgrade deadlines; and
- The issue affects most Customer's end users.

The Severity Level decreases when a Workaround has been provided that restores the Supported Product functionality to an acceptable level.

S3 (Default)

This Severity Level is assigned to a new support ticket by default unless the scope of the technical issue falls under another Severity Level.

Impact on Customer's business operations:

- Business continuity is slightly impacted.

Scope of technical issue:

- Supported Product functional limitations that aren't critical to Customer's daily operation;
- Issues that would otherwise be classified with higher Severity Level, but that can be avoided or circumvented by a Workaround changing certain third-party product or Customer's environment settings, provided such Workaround does not substantially affect Customer's business operations;
- Issues that are specific to a certain document or batch and appear infrequently enough not to have severe impact on Customer's business operations;
- Any degradation of image enhancement, OCR, classification, extraction and other Supported Product's technology affecting a small subset of Customer's documents processed with the Supported Product;
- Issue is revealed in the staging or development environment and has no critical impact on project delivery/system upgrade deadlines;
- The Issue affects only a small group of Customer's end users.

S4 (Low)

Impact on Customer's business operations:

- Business continuity is not impacted.

Scope of technical issue (if any apply):

- Any Problem without or only with a low business impact, or a request for a new feature.

5. GENERAL

ABBYY will use commercially reasonable efforts to provide the Services under these Terms; however, Customer acknowledges that ABBYY cannot guarantee that every question, problem, issue or Problem reported by Customer can or will be resolved. Nothing in these Terms shall expand or add to any warranty for the Supported Product set forth in the Agreement for the Supported Product or any other agreement with ABBYY governing the use of the Supported Product. These Terms apply to Services obtained by Customer directly from ABBYY. If Customer obtained the Supported Product and Services from a third party partner of ABBYY, Customer may be eligible for additional technical support services from such partner and may use such partner as its first line point of contact for support requests in accordance with Customer's agreement with the partner.

It is important for ABBYY to be able to use its skills, experience, expertise, concepts, ideas, and know-how learned or acquired while performing services for Customer, itself or any of its customers in the ordinary course of its business (e.g. management and development of software products). Therefore, (i) when ABBYY receives the source materials containing the target information to be extracted or processed using the Supported Product, which materials may comprise Customer's confidential information, ABBYY may use such materials to improve ABBYY software products and for statistical and analytical purposes; and (ii) Customer agrees that ABBYY is entitled to retain and use without restriction any of the generalized knowledge, techniques, methodologies, practices, processes, skills, experience, expertise, concepts, ideas, and know-how learned or acquired by ABBYY's personnel in the course of performing

the Services for Customer hereunder solely to the extent that they are retained in intangible form in the unaided memory of the personnel of ABBYY without intentionally memorizing such information or using any Customer confidential information to refresh its recollection (“Residual Information”).

6. DISCLAIMER

Other than the warranties provided in the Agreement for the Supported Product, ABBYY AND ITS LICENSORS PROVIDE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.

7. INDEPENDENT CONTRACTOR

All work performed by ABBYY in connection with the Supported Products and/or Services described in these Terms shall be performed by ABBYY as an independent contractor and not as Customer’s agent or employee. ABBYY will determine, in its sole and reasonable discretion, the appropriate ABBYY resources to be used in performing the Services, on an as-available basis. ABBYY sometimes utilizes the services of a limited number of third parties, whether companies or individual sub-contractors (“Approved Contractors”) which have been determined by it to meet its standards. ABBYY may elect to use an Approved Contractor, without any obligation to do so. In order to most effectively meet Customer’s needs, ABBYY may assign or subcontract all or part of ABBYY’s performance obligations and rights towards the performance of Services under these Terms to an Approved Contractor.

Contract Change Notice (CCN)	
Agreement ref:	Contract Change Notice No.:
Requested by [Company/Person]:	
Type of Request:	
Reason:	
Estimated CCN Value (EUR):	
Start/End Date:	
Change to [Contract Term/Fees/Timetable, other]: Detailed description of change with <i>ref to clause/appendix</i>:	
Approved by Service Provider: Signature: Name:	
Approved by Electrolux: Signature: Name:	

Title: • Date:	Title: Date:
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Certificate Of Completion

Envelope Id: E9342F069BF84F52B3F8EBF3893527B2

Status: Completed

Subject: Please sign new Agreement with ABBYY for Vantage Intelligent Document Processing (IDP) tool

Source Envelope:

Document Pages: 55

Signatures: 6

Envelope Originator:

Certificate Pages: 5

Initials: 3

Maria Ferrada

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maria.ferrada@electrolux.com

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Marie Broomé

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Global Purchasing Director IT & Telecom

Electrolux IT Solutions AB

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style
Using IP Address: 94.234.97.153
Signed using mobile

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Mauricio Bozzo

mauricio.bozzo@electrolux.com

VP Group Solutions & CIO Office

Electrolux IT Solutions AB

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style
Using IP Address: 94.234.100.143
Signed using mobile

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Signed: 6/12/2023 10:57:42 PM

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Jens-Petter Iversen

jp.iversen@electrolux.com

CIO

Electrolux IT Solutions AB

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 32.112.164.158

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Steven Cronin

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Managing Director

ABBYY Europe GmbH

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 176.199.83.123

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Accepted: 6/14/2023 2:01:41 AM

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Editor Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	6/8/2023 7:53:48 AM 6/14/2023 2:01:41 AM 6/14/2023 2:02:31 AM 6/14/2023 2:02:38 AM
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