

GENERAL TERMS & CONDITIONS

These Terms are an agreement between **Alrik Technologies AB**, reg. no. 559371-2705 (“Alrik”, “we”, “us”, or “our”) and you (the “Customer”) that governs your use of our Services (as defined below). By signing up to use the Services, you agree to be bound by these Terms. You represent that you are lawfully able to enter into contracts and, if you are entering into these Terms for an entity, that you have legal authority to bind that entity. The term “you” or “Customer” will apply to both you, the individual using these Terms, and the entity you are representing, as the case may be.

Services

1.1. Definition of the Services

Alrik is a technology platform that enables companies to manage construction logistics including booking of transport orders, assigning shipments to carriers, and coordinating related logistics and financial workflows. The “Services” include access to Alrik’s software platform (“Platform”), along with its associated components such as fleet planner (for logistics operations, scheduling, monitoring, and emissions reporting), third party bookings, and fleet on demand (for dynamic transportation resource allocation), application programming interfaces (“Interfaces”), tools, and documentation, as made available through our website or any applicable Order Form.

A Transport Order (“TO”) means a single transport from point A to point B to one recipient at one address in one transport, regardless of the number of underlying sales orders included in that shipment. Each such transport counts as one TO for pricing purposes.

“Notifications” means automated messages (including SMS, push notifications, or equivalent) triggered by events within the Platform, such as transport order status updates, carrier confirmations, and recipient delivery alerts. SMS notifications are billed per message sent, at the rate set out in the applicable Order Form. The Customer is responsible for configuring which notification types are active within the Platform. Default settings are active at the start of each Subscription Period unless adjusted by the Customer.

1.2 Use of Services

You are granted a non-exclusive, non-transferable, revocable right to access and use the Services during the applicable term. The Services are continuously being developed and may be expanded, modified, or improved over time.

You remain solely responsible for your use of the Services, including evaluating the information provided through the Platform for accuracy and suitability for your specific use case, and for seeking appropriate human or expert input where necessary.

2. Content and use of data

2.1. Customer Content

You will provide information about orders, carriers and other logistical operations including schedules, invoicing information, feedback and other data to the Services (“Customer Content”). As between you and Alrik, and to the extent permitted by applicable law, you retain all ownership rights to your Customer Content and grant Alrik a non-exclusive, global, perpetual, and irrevocable right to use, modify and process the Customer Content for the purpose of providing, maintaining, developing, and improving our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe.

2.2. Your Obligations for Customer Content

You are responsible for all Customer Content and represent and warrant that you have all rights, licenses, and permissions required to provide such input to the Services.

3. Restrictions

We own all right, title, and interest in and to the Services and the Platform. All intellectual property rights held and used by us are our property or third party licensors’ property and must not be reproduced, distributed, sold, modified, copied, limited or used without our written consent. The Services provided including data ingested and processed, including publicly or commercially available data, Products, Interfaces and Customer Content as well as all associated intellectual property rights, remain our exclusive property and you only receive rights to use the Services through the Interfaces and as explicitly granted in this Agreement.

- 3.1.1. **No misuse.** You will not use the Services in a manner that infringes, misappropriates, or otherwise violates any third party’s rights or reverse assemble or compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components or data related to the Services, algorithms, and systems of the Services (except to the extent these restrictions are contrary to applicable law).
- 3.1.2. **No competition.** You will not use the Services to develop any artificial intelligence models, derivatives or other products that compete with our Services.
- 3.1.3. **No violation of law or our rights.** You will not use, extract or consume the Services or related data in a manner that violates any applicable laws or Alrik Policies (including these Terms).

4. Confidentiality

4.1. Use and Nondisclosure

“Confidential Information” means any business, technical or financial information, materials, or other subject matter disclosed by one party (“Discloser”) to the other party (“Recipient”) that is identified as confidential at the time of disclosure or should be reasonably understood by Recipient to be confidential under the circumstances. For the avoidance of doubt, Confidential Information includes Customer Content. Recipient agrees it will:

- (a) only use Discloser’s Confidential Information to exercise its rights and fulfill its obligations under this Agreement,
- (b) take reasonable measures to protect the Confidential Information; and
- (c) not disclose the Confidential Information to any third party except as expressly permitted in this Agreement.

4.2. Exceptions

The obligations in Section 4.1 do not apply to any information that

- (a) is or becomes generally available to the public through no fault of Recipient,
- (b) was in Recipient's possession or known by it prior to receipt from Discloser,
- (c) was rightfully disclosed to Recipient without restriction by a third party; or
- (d) was independently developed without use of Discloser's Confidential Information.

Recipient may disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those of this Agreement. Recipient will be responsible for any breach of this Section 4 by its employees and contractors. Recipient may disclose Confidential Information to the extent required by law, provided that Recipient uses reasonable efforts to notify Discloser in advance.

5. Agreement Term

5.1. Effective Date and Term

The term of this Agreement will commence on the later of the Effective Date of the Order Form or upon your online acceptance of these Terms and will remain in effect until the end of your Subscription Period, as defined below (the "Term"). Unless agreed otherwise in an Order Form, a Subscription Period is twelve (12) months from the Effective Date on the latest effective Order Form.

5.2. Termination

You may terminate the Services at any time by giving us a notice in writing at least three months before the start of the next renewal period (if any) to help@alrik.com. The Agreement will be terminated following the end of your Subscription Period.

5.3. Renewal

The Subscription Period will automatically renew for successive 12 month periods unless agreed otherwise in an Order Form or either of us gives the other written notice of its intent not to renew.

5.4. Early termination

- 5.4.1. Both you and we may terminate this Agreement upon written notice if
 - (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of the breach or
 - (b) the other party ceases its business operations or becomes subject to insolvency proceedings.
- 5.4.2. We may suspend your access to the Services or terminate this Agreement or any Order Form:
 - (a) if required to do so by law,
 - (b) to prevent a security risk or other credible risk of harm or liability to us, the Services, or any third party; or
 - (c) for repeated or material violations of the Alrik Policies.

We will use reasonable efforts to notify you of any suspension or termination and give you the opportunity to resolve the issue prior to suspension or termination

5.5. Effect of Termination

Termination or expiration will not affect any rights or obligations, including the payment of any amounts due under this Agreement up to the date of termination or expiration of your Subscription Period. For the avoidance of doubt, termination does not give rise to any repayments of any amounts already paid or due. Upon termination or expiration of this Agreement, the provisions that are intended by their nature to survive will continue in full force and effect in accordance with their terms, including confidentiality obligations, limitations of liability, and disclaimers.

6. Payment and invoicing

6.1. Fees and Billing

You agree to pay all fees charged to your account ("Fees") according to the prices and terms stated in your Order Form. Payment for the Services (if any) are made monthly in advance unless stated otherwise in the Order Form. Your Fees may change if you extend the Services. When you do this we will send you an updated Order Form including your new Subscription Period and Fee. Price changes will be effective 30 days after they have been updated but not affect any Fees agreed in an Order Form for an ongoing Subscription Period. If you are using a third-party payment processor, you authorize us and our third-party payment processor(s) to charge the payment method provided on your account on an agreed-upon periodic basis, but we may reasonably change the date on which the charge is posted. Fees are exclusive of VAT and taxes and are due 30 days following invoice issuance, unless otherwise agreed in the Order Form. Payments are nonrefundable.

6.2. Disputes and Late Payments

To dispute an invoice, you must contact help@alrik.com within thirty (30) days of issuance. If payment in full of any invoice is not made on or before the due date, interest will accrue in accordance with Swedish law and we may suspend the Services immediately after providing written notice of late payment.

7. Personal data

7.1. Role as processor

When you use our Services, we act as a data processor under the General Data Protection Regulation (GDPR) with respect to certain personal data that we process on your behalf. To govern this processing relationship, we will enter into a data processing agreement in accordance with Article 28 of the GDPR. For more information on how we handle personal data, please refer to our Privacy Notice.

8. Limitation of Liability

8.1. The Services are provided "as is"

We disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title, non infringement etc. You acknowledge and agree that Alrik is a software provider only and does not control or verify the actions, reliability, or availability of any third-party carriers or logistics providers you may engage. You are solely responsible for any decisions made in reliance on information obtained through the Services.

Despite anything to the contrary, we make no representations or warranties regarding

- (a) the results that may be obtained from using the Services or the quality, reliability, or timeliness of any third-party services arranged through your use of the Platform;
- (b) that use of the Services will be uninterrupted, error free, or secure,
- (c) that defects will be corrected; or
- (d) that Customer Content will be accurate.

8.2. Limitations on Indirect Damages

Except for

- (a) a party's gross negligence or willful misconduct,
- (b) your breach of Section 3 (Restrictions); or
- (c) either party's breach of its confidentiality obligations under Section 4 (Confidentiality)

neither you nor we will be liable under this Agreement for any indirect, or consequential damages (including lost profits) even if that party has been advised of the possibility of those damages.

8.3. Liability Cap

Except for a party's gross negligence or willful misconduct, each party's total liability under the Agreement will not exceed the total amount you have paid to us in the six (6) months immediately prior to the event giving rise to liability. The foregoing limitations will apply despite any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

8.4. Force Majeure

Except for payment obligations, neither you nor us will have any liability for failures or delays resulting from conditions beyond your or our reasonable control, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, or power failures.

9. Miscellaneous

9.1. Referral rebate program

We offer a referral rebate program where you can earn various rebates on the net revenue generated by other customers that you successfully refer to us for annual subscriptions.

A successful referral requires:

- (a) a formal introduction of the prospective customer to us;
- (b) the prospective customer entering into a paid agreement with us for a minimum of 12 months; and
- (c) written acknowledgment from the referred customer that you were the source of the referral.

Rebates are calculated based on net revenue actually received by us from the referred customer, excluding taxes, discounts and refunds. We may modify or discontinue the referral rebate program at any time but any such changes will not affect rebates already earned by you accruing from successful referrals made prior to the effective date of the change.

9.2. Modifications and updates of these Terms and the Alrik Policies

We may update these Terms including the fees for the Services and the Alrik Policies by providing you with reasonable notice, including by posting the update on our website. If, in our sole judgment, an update materially impacts your rights or obligations, we will provide at least 30 days' notice before the update goes into effect, unless the update is necessary for us to comply with applicable law, in which case we will provide you with as much notice as reasonably possible. Any other updates will be effective on the date we post the updated Terms or Alrik Policies. Your continued use of, or access to, the Services after an update goes into effect will constitute acceptance of the update. If you do not agree with an update, you may stop using the Services or terminate this Agreement under Section 5.2 (Termination).

9.3. Annual Fee adjustments and third party costs

Our Fees are subject to an annual adjustment based on the Swedish Consumer Price Index (KPI), as published by Statistics Sweden (SCB). This adjustment will take effect on each anniversary of the Agreement and will not result in a fee reduction. If the KPI is discontinued or substantially changed, a comparable index will be used. We may pass through documented increases in third-party AI and infrastructure costs (including cloud compute, AI model inference, and data processing services) where such costs attributable to the Services have increased by more than ten percent (10%) in aggregate over any 12-month period. Any pass-through will be limited to the actual excess above the ten percent threshold and shall not exceed ten percent (10%) of the then-current annual Platform Fee. Pass-through adjustments may not be applied more than once per 12-month period. We will provide you with at least sixty (60) days' written notice and, upon request, reasonable supporting documentation of the relevant cost increases. For the avoidance of doubt, this mechanism is separate from and cumulative with annual KPI adjustments above, provided that the combined increase from both mechanisms shall not exceed fifteen percent (15%) of the annual Platform Fee in any 12-month period. For the avoidance of doubt, price adjustments under this Section 9.3 do not constitute modifications of the Terms or the Alrik Policies under Section 9.2 (Modifications and updates).

9.4. Exceptions to modifications

Except for an update to comply with applicable law, updates to these Terms or the Alrik Policies will not apply to:

- (a) Disputes (as defined below) between you and us arising prior to the update; or
- (b) Order Forms signed by you and us prior to us notifying you of the update. However, to the extent an update relates to a Service or feature launched after an Order Form is signed it will be effective upon your first use of such Service.

9.5. Assignment

We may assign this Agreement to an affiliate without notice or your consent. Both you and we may assign this Agreement to a successor to substantially all the respective party's assets or business, provided that the assigning party provides reasonable (at least 30 days) prior written notice of the assignment. This Agreement will be binding upon the parties and their respective successors and permitted assigns.

9.6 Publicity

You may use our name and marks to describe your use of the Services solely with our prior written consent. We will not publicly use your name or trademarks without your prior written approval.

10. Dispute Resolution

10.1. Governing law and arbitration

These Terms shall be construed in accordance with and governed by Swedish law. We agree to resolve any claims arising out of or relating to this Agreement or our Services, regardless of when the claim arose, even if it was before this Agreement existed (a "Dispute"), through final and binding arbitration.

10.2. Arbitration Forum

Any Dispute shall be finally settled by arbitration administered by the Stockholm Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.