



# General Terms of Services

Version 4 — Last modified: 2026-05-13

*This version supersedes and replaces all previous versions of HDL's general terms, including those issued under the name Helsingborg Development LAB AB. See Section 33.9 for the full supersession provision.*

These General Terms of Services of HDL Group AB, org. no. 559355-7324 (“we”, “us”, “HDL”, “Supplier”) (the “Terms”) form an integral part of the Parties’ Agreement (together the “Agreement”), which governs the Customer’s use of HDL’s software, product and AI consultancy services (the “Services”). HDL is an AI-native software studio. The Services include the delivery of productized engagements, subscription platforms, embedded product partnerships and continuous operations work. The Services are provided based on the laws of Sweden and the European Union, including applicable intellectual property, data protection and AI regulation. In the event of a conflict between negotiated terms in the Agreement and these Terms, the negotiated elements of the Agreement shall apply.

## 1. Scope of the Services

- 1.1. The Supplier shall perform the agreed Services to the Customer in accordance with the Agreement.
- 1.2. The Services may take the form of one or more of: **Productized Engagements** (fixed scope, price and timeline — including HDL Discovery Sprint, HDL Flagship and HDL Intelligence build engagements); **Subscription Services** (recurring platform, hosting, support and operations — including HDL Commerce and HDL Operate); **Outcome-Based Engagements**; **Embedded Product Engagements**; and **Time-Based Services** (by the hour, used by exception).
- 1.3. Each engagement is further described in a Statement of Work, Order Form, proposal or equivalent document signed or accepted by both Parties (the “Engagement Document”). Where conflicting information appears across multiple documents, the most recently prepared document takes precedence unless the Engagement Document expressly states otherwise.
- 1.4. The Supplier reserves the right to refuse engagements or specific work items that, in its reasonable judgment, are unlawful, breach the Acceptable Use Policy (Section 23), fall within High-Risk Uses (Section 23), or would expose the Supplier to disproportionate risk relative to the agreed fees. Such refusal is not a breach of the Agreement.

## 2. Implementation of the Services

- 2.1. The Parties shall cooperate and consult during the implementation of the Services. Each Party shall designate a contact person responsible for the cooperation and notify the other Party of the designated contact person.
- 2.2. The Supplier shall perform its obligations in a professional manner with personnel who are appropriately qualified and competent. HDL operates as an AI-native studio: its delivery is augmented by large language models, code generation tools, design tools and other AI tooling. The Customer acknowledges and agrees that AI-augmented delivery is the standard

method by which HDL produces its work, and that the Supplier remains responsible for the final output regardless of which tools were used to produce it.

- 2.3. The Supplier may engage subcontractors or partners to perform parts of the Services, including the Supplier's embedded development partner for Embedded Product Engagements. The Supplier remains liable for the work of its subcontractors as if it were its own. A list of material subprocessors that process Personal Data is maintained at [hdlagency.se/subprocessors](http://hdlagency.se/subprocessors).
- 2.4. The Supplier shall inform the Customer before engaging a subcontractor whose work will materially affect the delivery, or before letting another employee than the one named in the Engagement Document perform a senior or key role.
- 2.5. The Customer shall make such information, documentation, access and content available to the Supplier as is necessary for the performance of the Services, including for AI-assisted analysis, retrieval, synthesis and generation.
- 2.6. A Party who becomes aware of any circumstances that may affect the timetable shall notify the other Party without delay.
- 2.7. Where the Services include Productized Engagements, the deliverables, milestones and acceptance criteria set out in the Engagement Document are the basis for completion. The Supplier reserves the right to use such tooling, methods, frameworks and AI providers as it considers appropriate to achieve those deliverables.

### 3. Responsibilities of the Customer

- 3.1. The Customer warrants that the representative entering into the Agreement on its behalf has the necessary rights and authority.
- 3.2. The Customer is responsible for:
  - a) ensuring that the Services are used in accordance with all applicable laws and regulations, these Terms, the Engagement Document, the Acceptable Use Policy (Section 23) and any appendices;
  - b) the accuracy, completeness and quality of any information, documents, data, prompts, instructions and content submitted to the Supplier or to AI providers via systems operated by the Supplier;
  - c) maintaining licenses and adhering to license terms of any software, content or data the Customer uses or provides;
  - d) maintaining accounts with applicable third-party payment service providers;
  - e) purchasing and maintaining a domain name for projects as applicable;
  - f) ensuring that the Services are used in accordance with applicable data protection laws, providing legally adequate privacy notices and obtaining necessary consents for processing End User personal data, including where processing involves AI providers;
  - g) ensuring that Customer Data is in an agreed-upon format, is not infected by viruses and does not infringe third-party intellectual property rights;
  - h) reviewing, validating and accepting outputs produced by AI Tooling before relying on them for any production, regulatory, financial, life-safety or otherwise material purpose;
  - i) the Customer Security Obligations set out in Section 14;
  - j) performing acceptance testing in accordance with Section 11;

- k) following instructions given by the Supplier; and
- l) assisting the Supplier to a reasonable extent to enable delivery of the Services.

## 4. Engagement Types and Commercial Models

- 4.1. Productized Engagements.** HDL's default commercial model is a fixed-scope, fixed-price, fixed-timeline engagement. The Engagement Document sets out the deliverables, payment milestones, schedule and definition of done. Hourly rates are not the basis of the commercial relationship for Productized Engagements; internal tracking of hours by HDL for cost control purposes does not affect the agreed price.
- 4.2. Subscription Services.** Recurring Services — including HDL Commerce platform fees, HDL Operate retainers, hosting on Kepler Cloud, monitoring and AI operations — are billed monthly or quarterly in advance and renew automatically in accordance with Section 31.
- 4.3. Outcome-Based Engagements.** HDL may charge a base fee combined with a share of a measurable business outcome. The measurement methodology, measurement period and reporting cadence must be defined in the Engagement Document.
- 4.4. Embedded Product Engagements.** Where the Services include the design, development, manufacture or operation of a connected hardware product, HDL acts as prime contractor. The Customer's contract is with HDL only. HDL coordinates an embedded development partner whose identity may be disclosed in the Engagement Document.
- 4.5. Time-Based Services.** Where the Parties expressly agree to time-based billing, the Customer pays remuneration on current account in accordance with the rates specified in the Engagement Document or the Supplier's price list.
- 4.6. Change Requests.** Changes to a Productized Engagement up to a cumulative effort of four (4) hours may be absorbed at the Supplier's discretion. Any change beyond that threshold, or that materially alters scope, schedule or deliverables, requires a written Change Request describing the impact. No change is binding until accepted in writing by both Parties.

## 5. Fees

- 5.1.** The Customer agrees to pay fees in accordance with the Agreement. Charges are payable in accordance with the Engagement Document or, where not specified, the Supplier's applicable price list. All charges are in the currency stated on the Engagement Document and/or invoice and do not include VAT.
- 5.2.** The Supplier may, annually from the start of a new calendar year, change agreed Subscription fees and hourly rates by up to ten (10) percent, unless agreed in writing otherwise. The Supplier may additionally, with reasonable notice, pass through price increases imposed by third-party licensors, cloud providers or AI Providers whose costs the Supplier forwards to the Customer.
- 5.3.** Fees are exclusive of VAT and other additional taxes and charges imposed after the Agreement was entered into.
- 5.4.** All fees are non-cancellable and non-refundable except as expressly set out in these Terms. The Customer agrees to pay any costs, fines or penalties the Supplier incurs from a governmental or regulatory body as a result of the Customer's use of the Services.
- 5.5. Travel time** outside normal working hours, where applicable to a Time-Based Service, will be charged at half the agreed hourly rate.

- 5.6. **Overtime.** For Time-Based Services, work performed outside normal working hours but between 07:00 and 19:00 Monday to Friday is debited at 1.5x the hourly rate. Other overtime is debited at 3.0x.
- 5.7. **Expenses and travel costs.** The Supplier is entitled to reimbursement for expenses in accordance with the Engagement Document. In its absence, the Supplier is entitled to reimbursement at its standard price list for travel by private car, and at cost for accommodation and other travel.
- 5.8. **Standby and customer-caused delay.** If the Customer causes the Supplier to be unable to utilise allocated resources — by failing to respond, failing to provide required inputs, failing to perform acceptance testing within the prescribed period, or otherwise failing its responsibilities under Section 3 — the Supplier is entitled, after written notification, to charge compensation for the allocated time that cannot be utilised, at standard rates. The Supplier loses this right if a claim is not made in writing within three (3) months after the delay occurred.
- 5.9. **Late payment interest.** The Supplier is entitled to interest at the Swedish reference rate (referensräntan) plus eight (8) percentage points in accordance with Rättelagen (1975:635).
- 5.10. **Reactivation fee.** If the Customer terminates a Subscription Service and subsequently wishes to resume the same or equivalent Service within twelve (12) months, the Supplier may charge a reactivation fee equal to the original one-time onboarding fee for the relevant tier.

## 6. Payment Terms

- 6.1. Unless agreed otherwise, the Supplier invoices in accordance with the milestone schedule for Productized Engagements, monthly in advance for Subscription Services, and monthly in arrears for Time-Based Services.
- 6.2. Payment shall be made against an invoice stating the nature and extent of the work or Service. For Time-Based Services the invoice shall additionally state hours worked and hourly rates per person or category.
- 6.3. Payment shall be made within thirty (30) days of the invoice date. In case of late payment, default interest under Section 5.9 and other compensation under law applies.
- 6.4. No later than six (6) months after a Service has ended, the Supplier shall send the Customer a final invoice for remaining items. Failure to send such invoice forfeits the Supplier's right to remuneration for the relevant work, except set-off.
- 6.5. If payment is delayed and the Supplier has requested payment in writing, the Supplier may, thirty (30) days after notice with reference to this clause, withhold further work and suspend access to Subscription Services until paid in full. The Supplier is entitled to compensation.
- 6.6. Payments for Subscription Services renew automatically unless terminated in accordance with Section 31.
- 6.7. Disputed invoice items must be raised in writing within fifteen (15) days of the invoice date. Undisputed amounts are payable regardless of disputes over other line items.

## 7. Customer Data

- 7.1. In the relationship between the Parties, the Customer is the holder of all rights pertaining to Customer Data. Work in connection with transferring Customer Data to the Customer during the term is an Additional Service.

- 7.2. The Customer is liable for, and shall indemnify and hold the Supplier harmless from, any infringement by Customer Data of any third-party right or other non-compliance with applicable law.
- 7.3. The Customer grants the Supplier and its Affiliates: (a) a non-exclusive, royalty-free, terminable, global license to use, copy, transmit, modify and display Customer Content (including Personal Data) as required to perform the Services; and (b) a non-exclusive, royalty-free, terminable, global license to copy, distribute and use the Customer's trademarks, logotypes, name and design elements for delivery and promotion under Section 16.
- 7.4. The Customer acknowledges that delivery of the Services may involve transmission of Customer Data to third-party AI Providers for inference, generation, retrieval, embedding or analysis. The Supplier shall, where commercially reasonable, contract with AI Providers on terms that prohibit use of Customer Data for training of general-purpose AI models, and shall use enterprise tiers offering such protection where available.
- 7.5. The Customer is responsible for maintaining its own independent backup of any Customer Data the loss of which would cause material harm. The Supplier provides backup services as part of certain Subscription Service tiers as set out in Section 14, but does not undertake to act as the Customer's sole or primary backup.

## 8. Intellectual Property Rights

- 8.1. The Customer will receive, against full payment of the agreed remuneration, the copyright and other transferable intellectual property rights (including the right to freely use, modify, license and assign to third parties) to the bespoke results of the work performed by the Supplier and identified as Deliverables in the Engagement Document. The Supplier retains full ownership until the Customer has paid in full.
- 8.2. **Custom code developed for the Customer.** Unless the Engagement Document expressly provides otherwise, all source code, configuration, design assets and documentation that the Supplier develops specifically for the Customer under a Productized Engagement, Embedded Product Engagement or Time-Based Service (the "Custom Deliverables") become the property of the Customer upon full payment, including the right to access the source code in the Customer's own code repository upon project completion or earlier upon reasonable request.
- 8.3. **Supplier IP.** All intellectual property rights in the Supplier's proprietary tools, frameworks, libraries, prompts, agents, evaluation suites, internal models, APIs, algorithms, data models, equipment, software, manuals or other property developed by the Supplier or its licensors prior to or independently of any specific engagement (collectively, the "Supplier IP") are, and shall remain, the property of the Supplier or its licensors. Supplier IP includes, without limitation, HDL Commerce, Kepler Cloud, internal prompt libraries, internal code generators, internal AI agents, internal evaluation harnesses, and improvements thereto. To the extent Supplier IP is embedded in a Custom Deliverable, the Customer is granted a non-exclusive, perpetual, worldwide, royalty-free license to use such Supplier IP solely as part of, and in connection with, that Custom Deliverable. The Customer shall not extract, isolate, reverse-engineer or redistribute Supplier IP separately from the Custom Deliverable.
- 8.4. Nothing in the design of the Services or the correspondence between the Parties shall be construed as a transfer to the Customer of rights other than those expressly granted in these Terms or the Engagement Document.

- 8.5.** The Customer owns (or has a license or permission from a third party to use) all material, intellectual property rights and personal data that the Customer submits, or instructs the Supplier to submit and upload, in the Services.
- 8.6. AI-Generated Content.** The Customer acknowledges that elements of the Custom Deliverables may be generated, in whole or in part, by AI Tooling, and that the legal status of AI-generated content under applicable copyright law may be unsettled or jurisdiction-specific. The Supplier uses AI Providers and tools in a manner consistent with their terms of service, but does not warrant the copyrightability of any individual AI-generated element. The Customer assumes the risk of using AI-generated content where such legal questions are material. Any third-party intellectual property indemnification offered by an AI Provider in respect of AI outputs accrues to the Supplier and does not automatically flow through to the Customer; the Supplier will, however, pursue applicable AI Provider indemnification in support of any claim covered under Section 10.
- 8.7.** The Customer grants the Supplier a non-exclusive, sub-licensable, royalty-free, worldwide, perpetual and irrevocable license to use (i) Customer Content, (ii) Process Automations and (iii) metadata, prompts, configurations or methods used in relation to the Customer's use of the Services, solely as necessary:
- a) to provide the Services and to allow the Supplier to perform under the Agreement;
  - b) to develop and improve the existing Services, provided that the Supplier shall not use Customer Data identifying the Customer for training of general-purpose AI models;
  - c) to compile aggregated and de-identified statistics and reports for internal business purposes. Customer-identifying data is treated as Confidential Information and not used in external reports or marketing without consent; and
  - d) to detect and mitigate fraud, security incidents, unlawful use of the Services and to respond to technical problems.
- 8.8. Feedback.** Any feedback, suggestions, ideas or improvements the Customer provides regarding the Services may be used by the Supplier without restriction or obligation, and shall be the property of the Supplier.

## 9. AI-Native Delivery and Third-Party AI Providers

- 9.1.** HDL operates as an AI-native software studio. The Services are produced using a combination of human craft and AI tooling, including large language models, code generation systems, design generation systems, retrieval and search systems, and agent frameworks (collectively, "AI Tooling").
- 9.2.** The Supplier may use third-party AI providers ("AI Providers") to deliver the Services. AI Providers are Third Party Services within the meaning of Section 20.
- 9.3.** The Supplier does not warrant that AI Tooling or AI Providers will produce results that are accurate, complete, current, free of bias, free of hallucination, or fit for a particular purpose. Outputs produced by AI Tooling are probabilistic. The Supplier exercises professional judgment in selecting, configuring, prompting and reviewing AI Tooling, but the final review, validation and approval of any Deliverable for production use is the Customer's responsibility under Section 3.2(h).
- 9.4.** The Supplier is not responsible for changes to, deprecation of, pricing changes by, outages of, or content policy changes by any AI Provider. Where an AI Provider materially changes its terms or service such that continued delivery on the same commercial basis becomes

commercially impracticable, the Supplier may, on reasonable notice, substitute an equivalent AI Provider or adjust the affected Subscription Services in accordance with Section 5.2.

- 9.5. The Supplier implements reasonable measures against known AI-specific risks (including prompt injection mitigation, output sanitisation, rate limiting and content filtering) appropriate to the Service tier. The Supplier does not warrant that such measures will be effective against all known or unknown attack vectors.

## 10. Intellectual Property Rights Infringement

- 10.1. The Supplier undertakes to indemnify the Customer from claims that the Customer's use of the Services in accordance with these Terms violates a third party's intellectual property rights, subject to the conditions and exclusions in this Section.
- 10.2. The Supplier's responsibilities apply only on the condition that: (i) the Customer promptly notifies the Supplier of claims; (ii) the Supplier is given the exclusive right to decide how the process is conducted; and (iii) the Customer complies with the Supplier's instructions and provides reasonable assistance.
- 10.3. If an infringement has occurred, the Supplier shall, at its own discretion: (i) ensure the Customer's continued right to use the Services; (ii) change the Services to remove the risk; (iii) replace the Services with equivalent services that cannot be considered infringing; or (iv) terminate the Services and reimburse any unused fees paid, without interest or further liability.
- 10.4. The Supplier's liability does not apply to claims arising from: (i) the Customer's instructions, content or data submitted to the Services; (ii) use of AI-generated content where the legal status is unsettled and disclosed under Section 8.6; (iii) the Customer's use of the Services in combination with third-party software, services or data not provided by the Supplier; or (iv) modifications to Deliverables made by the Customer or its agents after delivery.
- 10.5. This Section constitutes the sole responsibility of the Supplier in terms of third-party intellectual property rights infringement.

## 11. Acceptance and Deemed Acceptance

- 11.1. Each milestone or Deliverable in a Productized Engagement shall be subject to Customer acceptance testing against the criteria stated in the Engagement Document, or, in the absence of such criteria, against a reasonable standard of substantial conformance with the agreed scope.
- 11.2. **Acceptance period.** The Customer shall complete acceptance testing and either accept the Deliverable in writing, or notify the Supplier in writing of material non-conformances with reasonable specificity, within ten (10) business days of delivery (the "Acceptance Period").
- 11.3. **Deemed acceptance.** If the Customer fails to accept or to provide written notice of material non-conformances within the Acceptance Period, the Deliverable shall be deemed accepted. Use of the Deliverable in production prior to the end of the Acceptance Period shall also constitute deemed acceptance.
- 11.4. **Cure.** Where the Customer has notified the Supplier of material non-conformances within the Acceptance Period, the Supplier shall use reasonable efforts to remedy them within fifteen (15) business days, after which a re-testing cycle commences under this Section.

- 11.5. Cosmetic and minor issues.** Issues that do not materially impair use shall not delay acceptance. Such issues may be addressed in a punch list to be resolved as part of the next regular release or under HDL Operate.

## 12. Subscription Services and Service Tiers

- 12.1.** Subscription Services, including HDL Commerce and HDL Operate, are provided on the tiers and modules described in the Engagement Document or the Supplier’s applicable price list. The Customer may upgrade tiers or modules at any time; downgrades take effect at the next renewal period.
- 12.2. Service tier commitments.** The Supplier offers three standard service tiers for HDL Operate — Starter, Standard and Pro — each with different commitments to monitoring, backup, support response, patching and disaster recovery. The commitments are set out in Sections 13 (Patching), 14 (Security) and 24 (Support). Where the Engagement Document does not specify a tier, Starter applies.
- 12.3. Service Level Agreements.** A separate SLA may be agreed for specific Subscription Services, in which case its terms prevail over conflicting provisions in these Terms for the relevant Service. Without a separate SLA, the response times in Section 24 apply.
- 12.4. Wind-down and data export.** Upon termination or expiry of a Subscription Service, the Customer’s right to use the relevant platform ceases. The Supplier shall, on the Customer’s written request made within thirty (30) days of termination, provide reasonable assistance in transferring Customer Data and Custom Deliverables to the Customer or to a successor provider. The first eight (8) hours of such assistance are included for Standard and Pro tiers; additional time is billed as a Time-Based Service at standard rates.

## 13. Third-Party Software Vulnerabilities and Patching

- 13.1. Definition.** A “Framework Vulnerability” means a security vulnerability, defect or other shortcoming in a third-party software component (including open-source libraries, package dependencies, frameworks, operating systems, runtimes, container images, AI Provider APIs and underlying cloud services) that was not originally created or controlled by the Supplier.
- 13.2. No warranty on upstream software.** The Supplier does not warrant that any third-party software used in the Services is free of Framework Vulnerabilities, and shall not be liable for the existence of Framework Vulnerabilities themselves. The Supplier’s obligations are limited to the patching commitments in this Section in accordance with the Customer’s Subscription Service tier.
- 13.3. Severity classification.** The Supplier classifies Framework Vulnerabilities by reference to industry-standard severity scores (CVSS), as Critical (CVSS 9.0+), High (7.0–8.9), Medium (4.0–6.9) or Low (below 4.0).

13.4. Patching commitments by tier:

Severity	HDL Operate Pro	HDL Operate Standard	HDL Operate Starter / No subscription
<b>Critical (CVSS 9.0+)</b>	Patch within 48 business hours of public disclosure or vendor patch availability.	Patch within 5 business days.	Notified within 5 business days; patch as billable Time-Based Service on Customer order.
<b>High (7.0–8.9)</b>	Patch within 5 business days.	Patch within 30 calendar	Patched as billable.

		days.	
<b>Medium (4.0–6.9)</b>	Patch within 30 calendar days.	Patch in next regular release cycle.	Patched as billable.
<b>Low (below 4.0)</b>	Patch within next quarter.	Patched at Supplier's discretion.	Patched as billable.

- 13.5. Out of scope.** The Supplier's patching commitments do not apply to: (a) zero-day vulnerabilities prior to public disclosure or vendor patch availability; (b) supply-chain compromises (such as malicious package injection) where the Supplier shall use commercially reasonable best efforts only; (c) software that is end-of-life or unsupported by its vendor where the Customer has declined a previously recommended migration; (d) vulnerabilities introduced by modifications made by the Customer or its agents; or (e) Customers without an active HDL Operate subscription, in which case all patching work is provided as a billable Time-Based Service on Customer order.
- 13.6. Customer obligation to accept patches.** The Customer shall not unreasonably refuse the application of a Critical or High severity patch. If the Customer instructs the Supplier in writing not to apply a recommended patch, or fails to authorise patching within a reasonable time, the Customer assumes all risk arising from the unpatched vulnerability, the Supplier's patching SLA is suspended in respect of that vulnerability, and the Supplier is released from any related liability.
- 13.7. Major version upgrades.** Where remediation requires a major version upgrade (for example, of a framework, runtime or operating system) that materially exceeds the scope of routine patching, the Supplier may treat such work as a Change Request under Section 4.6 and bill for the upgrade as a Productized Engagement or Time-Based Service.
- 13.8. Disclosure.** The Supplier may publish a record of patching activity, vulnerability advisories and remediation actions in respect of the Services. The Supplier will not disclose Customer-identifying information in any such publication without the Customer's consent.

## 14. Security and Customer Security Obligations

- 14.1. Supplier security commitments.** The Supplier shall implement and maintain technical and organisational security measures appropriate to the nature of the Services and the Subscription Service tier, in line with good industry practice. Tier-specific commitments are summarised below.

Capability	Pro	Standard	Starter
Monitoring	24/7	Business hours	Best effort
Backups	Daily, 30-day retention	Daily, 14-day retention	Weekly, 7-day retention
Recovery Time Objective (RTO)	4 business hours	1 business day	Best effort
Recovery Point Objective (RPO)	4 hours	24 hours	7 days
Vulnerability monitoring	Continuous CVE monitoring	Monthly review	On request
Penetration testing coordination	Annual, included	Billable	Billable

- 14.2. Customer Security Obligations.** The Customer is responsible for the security of its own environment, accounts and credentials. The Customer shall:
- a) enforce strong authentication and multi-factor authentication on all administrative and privileged accounts used to access the Services;
  - b) not share credentials, API keys or tokens with third parties, and not commit secrets to source code repositories;
  - c) promptly notify the Supplier of personnel changes that require access revocation;
  - d) promptly notify the Supplier in writing if the Customer intends to use the Services to process sensitive categories of Personal Data (including health, financial, biometric or special category data under GDPR), so that additional safeguards may be agreed;
  - e) not perform or commission penetration testing, vulnerability scanning, denial-of-service testing or red-team exercises against the Services, the Supplier's systems or any AI Provider used in the Services, without the Supplier's prior written consent;
  - f) implement reasonable security controls on devices and networks used to access the Services; and
  - g) comply with any security directives reasonably notified by the Supplier.
- 14.3. Customer-caused incidents.** The Supplier is not liable for security incidents to the extent they result from: (a) the Customer's failure to comply with Section 14.2; (b) leakage or compromise of credentials, API keys or tokens by the Customer; (c) use of the Services in violation of the Acceptable Use Policy; (d) the Customer's instructions or modifications; or (e) third-party software or services not selected or operated by the Supplier as part of the Services.
- 14.4. Vulnerability disclosure.** The Customer may report a suspected security vulnerability in the Services to [security@hdlagency.se](mailto:security@hdlagency.se). The Supplier shall acknowledge receipt within two (2) business days and respond with a remediation plan or assessment within ten (10) business days. The Supplier requests that vulnerabilities are not publicly disclosed prior to remediation.

## 15. Data Breach Notification

- 15.1. Supplier obligation.** The Supplier shall notify the Customer without undue delay, and in any event within seventy-two (72) hours of becoming aware of a confirmed Personal Data Breach affecting Customer Data processed by the Supplier in the course of providing the Services. The notice shall, to the extent then known, describe the nature of the breach, the categories and approximate number of data subjects and records affected, the likely consequences, and the measures taken or proposed to address the breach and mitigate its effects.
- 15.2. Customer obligation.** The Customer shall notify the Supplier within twenty-four (24) hours of becoming aware of a security incident or Personal Data Breach affecting the Services or any Customer environment connected to the Services.
- 15.3. Cooperation.** The Parties shall cooperate in good faith in the investigation, containment, remediation, regulatory notification and communication relating to a Personal Data Breach. The Customer is solely responsible for notifications to data subjects and to supervisory authorities under applicable law, except where the Engagement Document expressly allocates such responsibility to the Supplier.
- 15.4. Breach response costs.** The Supplier maintains cyber insurance covering breach response and emergency costs (see Section 27). The Supplier bears its own initial breach response

costs within the scope of its cyber insurance, including engaging forensic, legal and communications specialists where required. Costs incurred by the Supplier in providing breach response assistance to the Customer that exceeds the Supplier's insurance scope, or that is attributable to the Customer's breach of these Terms (including the Customer Security Obligations in Section 14.2), is billable as a Time-Based Service. Where the breach is caused by the Supplier's breach of these Terms or applicable law, the Supplier bears its own costs subject to the limitations in Section 21.

## 16. Marketing

- 16.1. If the Parties are to publish detailed information about the cooperation, the approval of both Parties is required. However, the Supplier has the right to use the Customer's name and company logotype for general marketing purposes, including the Parties' list of customers, website, case studies and social media, without obtaining further approvals.
- 16.2. Where the Supplier publishes a written case study, technical write-up or commentary referencing the cooperation, the Supplier shall offer the Customer a reasonable opportunity to review and request redaction of confidential or commercially sensitive information prior to publication.

## 17. Confidentiality

- 17.1. Each Party undertakes during the term of the Agreement and for a period of five (5) years thereafter that it shall not disclose to any third party, without the other Party's consent, such information regarding the other Party's operations which may be considered as a business or professional secret, or which is covered by a duty of confidentiality as prescribed by law, including templates for documents, forms and spreadsheets, prompts, agents, algorithms and data models (the "Confidential Information"). For Confidential Information that constitutes trade secrets under applicable law or that remains in the receiving Party's possession, the duty of confidentiality is not limited in time.
- 17.2. The duty of confidentiality does not apply to information which a Party can demonstrate became known to it in another manner, or which is in the public domain. Nor does it apply where a Party is obliged to provide information under law, court or government order, binding stock exchange regulations, or as part of a sale, merger, acquisition or financing round when sharing under confidentiality to professional legal and financial advisors. Where lawfully possible, the other Party shall be informed before such disclosure.
- 17.3. Disclosure of Customer Data to AI Providers in the ordinary course of delivering the Services, in accordance with Section 9, does not constitute a breach of confidentiality.

## 18. Acknowledgements and Warranty Limitations

- 18.1. **Limited Warranty.** The Supplier warrants that the Services will substantially conform in all material respects to the specifications in the Engagement Document and the Supplier's website documentation, and will be rendered in a professional manner and in line with good security practices.
- 18.2. Except as expressly stated, the Supplier does not warrant that the functions or any result of the Services will meet the Customer's expectations or requirements, or that the operation of the Services will be uninterrupted or error-free.

- 18.3.** The Customer acknowledges that complex software is never wholly free from defects, errors and bugs, and that AI-generated outputs are probabilistic and may contain inaccuracies, omissions or unexpected behaviour. Subject to the other provisions of these Terms, the Supplier provides no warranty that any software, AI output or system will be wholly free from defects.
- 18.4.** The Customer acknowledges that any software delivered by the Supplier is only designed to be compatible with the software specified as compatible in the Engagement Document.

## 19. Disclaimer and Liability for Defects

- 19.1. Liability for defects.** Defects or shortcomings exist if the Services substantially deviate from the specifications in the Engagement Document. Defects shall be remedied by the Supplier on the Customer's claim, which shall contain detailed information about how the defect has manifested. The Supplier bears the costs of remedying defects with the following exceptions — the Supplier shall not be liable for defects attributable to:
- a) use in violation of the Supplier's instructions or documentation;
  - b) modifications undertaken by the Customer or by a third party not authorised by the Supplier;
  - c) documents, data, prompts or other information supplied by the Customer;
  - d) hardware, software, AI Providers or other equipment not selected or operated by the Supplier as part of the Services;
  - e) the inherent characteristics of AI-generated outputs as described in Section 9.3; or
  - f) Framework Vulnerabilities, the patching of which is governed by Section 13.

## 20. Third Party Services

- 20.1.** The Supplier may from time to time recommend, or provide integration with, third-party software, applications, services, AI Providers or website links ("Third Party Services"). Third Party Services are made available as a convenience. The Supplier makes no warranties and takes no liability for the performance, applicability, availability, fitness for purpose, or pricing of Third Party Services.
- 20.2.** If the Customer purchases, accesses or uses any Third Party Service directly, the Customer has entered into a contract solely between itself and such third party. The Supplier is not a party to any such agreement.
- 20.3.** If the Customer installs or enables a Third Party Service, the Customer grants the Supplier permission and license to allow the applicable Third Party Service provider access to the Customer's data and material to the extent necessary.
- 20.4.** The Customer agrees to indemnify the Supplier from claims or demands, including reasonable attorneys' fees, arising out of the Customer's use of a Third Party Service.

## 21. Limitation of Liability and Indemnification

- 21.1.** The Customer shall indemnify and keep the Supplier indemnified against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Supplier and arising directly or indirectly as a result of any breach by the Customer of these Terms.

- 21.2.** The Supplier shall indemnify and keep the Customer indemnified against direct damages, losses, costs and expenses arising from (a) any third-party claim that the Services violate any third-party intellectual property rights, subject to Section 10; or (b) the Supplier's failure to obtain any necessary permit, license or consent in connection with these Terms.
- 21.3. General liability cap.** Subject to Section 21.5, each Party's (including its Affiliates') total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort or otherwise, is limited to the lower of: (a) one hundred percent (100%) of the Fees paid by the Customer to the Supplier in the twelve (12) month period preceding the event giving rise to the liability; and (b) five hundred thousand Swedish Kronor (SEK 500,000). The Engagement Document may set a higher cap for specific engagements.
- 21.4. Data breach and privacy cap.** For claims arising from a Personal Data Breach or other violation of data protection law, the Supplier's aggregate liability is subject to the same cap as in Section 21.3, namely the lower of (a) 100% of Fees paid in the preceding twelve (12) months and (b) SEK 500,000, unless a higher cap is agreed in the Engagement Document. This cap does not limit any statutory right of a data subject to compensation under Article 82 GDPR or equivalent law, which the Parties acknowledge cannot be limited by contract.
- 21.5. Excluded from caps.** The limitations of liability in Sections 21.3 and 21.4 do not apply to liability arising from: (a) personal injury; (b) intellectual property infringement claims subject to Section 10; (c) breach of confidentiality under Section 17; (d) the Customer's payment obligations; or (e) damage caused by a Party acting with gross negligence or wilful misconduct.
- 21.6. Excluded damages.** In no event shall either Party be liable for indirect, incidental, special, consequential or punitive damages, including loss of profits, loss of business opportunity, loss of revenue, loss of reputation, or loss of data that could have been recovered from a backup the Customer was obliged to maintain under Section 7.5, even if advised of the possibility of such damages.
- 21.7. Force Majeure.** Neither Party is responsible for events beyond its control, as further described in Section 30. The Supplier disclaims all liability with respect to any Third Party Services and AI Providers.
- 21.8.** Claims must be submitted in writing within six (6) months from the occurrence of the damaging event, otherwise the Party loses the opportunity to make a claim.

## 22. Data Protection and Security

- 22.1.** The Supplier shall perform the Services in accordance with any reasonable security directives notified by the Customer.
- 22.2.** Each Party shall comply with its obligations under applicable data protection legislation and legislation pertaining to artificial intelligence, including the EU General Data Protection Regulation (GDPR) and the EU AI Act, as applicable. Where Personal Data is submitted to the Supplier for the Supplier to provide the Services, the Parties shall, upon the Customer's request, negotiate and sign a Data Processing Agreement which, when executed, forms part of the Agreement.
- 22.3.** The Supplier will provide the Services subject to security measures in line with good industry practice.
- 22.4.** The Supplier shall, where commercially reasonable, configure AI Providers so that Customer Data is not used to train general-purpose AI models, and shall use enterprise tiers or no-

training options where available. Where this is not possible for a specific AI Provider or feature, the Supplier shall disclose that fact to the Customer in advance.

- 22.5.** A list of material subprocessors that process Personal Data is maintained at [hdlagency.se/subprocessors](https://hdlagency.se/subprocessors). The Supplier shall give the Customer at least thirty (30) days' prior notice of the addition or replacement of a material subprocessor, during which the Customer may object on reasonable grounds. Where the Parties cannot agree on an alternative arrangement, either Party may terminate the affected Subscription Service with effect from the date the change takes effect, with refund of any prepaid fees for the unused period.
- 22.6.** To the extent the provisioning of the Services entails processing of personal data, these Terms incorporate the Supplier's Data Processing Addendum ("DPA") available on request.

## 23. Acceptable Use Policy and High-Risk Use Exclusions

- 23.1. Acceptable Use Policy.** The Customer shall not use the Services, and shall not instruct the Supplier to use the Services, to:
- a) violate any applicable law or regulation, including export control, sanctions, anti-corruption, intellectual property and privacy laws;
  - b) infringe the intellectual property, privacy, publicity or other rights of any third party;
  - c) produce, distribute or facilitate child sexual abuse material, content sexualising minors, terrorist content, content that incites violence or discrimination, or content that constitutes harassment, defamation or threats;
  - d) produce or distribute non-consensual intimate imagery, deepfake content depicting real, identifiable persons without verifiable consent, or content intended to impersonate or deceive in connection with elections or critical public events;
  - e) generate or distribute spam, malware, phishing content or other malicious content;
  - f) circumvent or attempt to circumvent technical limitations, rate limits, authentication systems or access controls of the Services, the Supplier's systems or any AI Provider;
  - g) scrape, harvest or collect data in violation of the terms of service of any third party;
  - h) violate the acceptable use, usage or content policies of any AI Provider or other Third Party Service used in delivering the Services; or
  - i) engage in any activity that could subject the Supplier or an AI Provider to legal, regulatory or reputational risk.
- 23.2. High-Risk Uses.** Unless expressly agreed in writing in the Engagement Document and supported by appropriate additional safeguards, the Customer shall not use the Services, and shall not instruct the Supplier to develop or operate Services intended for, the following High-Risk Uses:
- a) life-safety-critical medical devices, diagnostic tools or clinical decision support;
  - b) autonomous or semi-autonomous vehicles, drones or robotics where human safety depends on output reliability;
  - c) nuclear facilities, power-plant operations or other critical infrastructure where failure could cause loss of life or environmental harm;
  - d) weapons systems, military targeting, or surveillance systems used to violate human rights;

- e) regulated financial trading where AI outputs trigger orders without human review;
- f) law enforcement profiling, predictive policing or social scoring systems;
- g) uses prohibited under Article 5 of the EU AI Act; and
- h) any other use that the Supplier reasonably considers to present a disproportionate risk to human safety, fundamental rights or environmental integrity.

**23.3. Enforcement.** The Supplier may suspend or terminate the Services with immediate effect if the Customer breaches Section 23.1 or 23.2. The Supplier may also refuse to perform specific work that, in its reasonable judgment, would breach this Section. Such suspension, termination or refusal is not a breach of the Agreement by the Supplier and does not entitle the Customer to a refund.

## 24. Support

- 24.1.** The Supplier provides general customer support as set out from time to time on [hdlagency.se/support](https://hdlagency.se/support).
- 24.2.** The Supplier offers Service Level Agreements and premium support services subject to separate terms upon agreement, typically as part of HDL Operate.
- 24.3.** Reports of Errors shall be made using the communications channels agreed between the Parties, including information about the environment and a description of the Error. The Customer shall cooperate and provide reasonable assistance to enable diagnosis.
- 24.4.** After an Error report, the Supplier shall initiate troubleshooting during Business Days as set out below.

Classification of Errors:

<b>Priority 1</b>	Errors that prevent functionality, making it impossible to use the Services, or errors that involve significant risk from a security or privacy point of view.
<b>Priority 2</b>	Errors that significantly hinder functionality in the Services.
<b>Priority 3</b>	Errors that hinder functionality in elements of the Services, or that cannot be classified as Priority 1, 2 or 4.
<b>Priority 4</b>	Errors that hinder functionality to a lesser extent, or aesthetic errors.

Initial Response Times on Business Days (HDL Operate Pro / Standard / Starter):

Priority	Pro	Standard	Starter
<b>Priority 1</b>	Within 30 minutes	Within 2 hours	Within 1 business day
<b>Priority 2</b>	Within 1 hour	Within 4 hours	Within 2 business days
<b>Priority 3</b>	Within 8 hours	Within 1 business day	Within 5 business days
<b>Priority 4</b>	After Supplier decision	After Supplier decision	After Supplier decision

- 24.5.** If the Customer reports an Error and it is found that the problem is not attributable to an Error in the Services, the Supplier may charge a fee for reasonable time spent on the report as per its current price list.

## 25. Beta and Preview Features

- 25.1. The Supplier may from time to time offer features, modules, integrations or AI capabilities on a beta, preview, alpha or experimental basis ("Beta Features"), which may be labelled as such or otherwise identified as not generally available.
- 25.2. Beta Features are provided "as is" without warranties of any kind. Service levels, response times, patching commitments, security commitments and limitations of liability under these Terms apply only as expressly stated for the relevant Beta Feature; otherwise they do not apply.
- 25.3. The Supplier may modify, suspend or discontinue any Beta Feature at any time without notice. The Customer's use of a Beta Feature is at its own risk.

## 26. Open Source Software

- 26.1. Deliverables and Services may include or depend on open-source software components, each of which is licensed under its applicable open-source license. The Customer's use of such open-source components is subject to those licenses, and the Supplier makes no warranties beyond those expressly stated in these Terms in respect of such components.
- 26.2. On the Customer's reasonable request, the Supplier shall provide a list of material open-source components included in a Deliverable.

## 27. Insurance

- 27.1. **Insurance maintained by the Supplier.** The Supplier maintains the following categories of insurance with reputable Swedish or European insurers, in amounts that the Supplier considers commercially appropriate to the nature, scale and risk profile of its business:
  - a) professional indemnity insurance (Datakonsultansvar) covering claims arising from the performance of professional consulting, software and AI services;
  - b) general liability insurance covering property damage and personal injury;
  - c) cyber insurance covering security and privacy liability, breach response costs, business interruption arising from cyber events, regulatory proceedings (including under the General Data Protection Regulation where insurable by law), and cyber extortion threats; and
  - d) director and officer liability insurance.
- 27.2. **Group coverage.** The Supplier's cyber insurance, where applicable, extends to its Affiliates and group companies, ensuring that the assignment and continuity provisions in Sections 31.8 and 33.5 do not interrupt insurance coverage.
- 27.3. **Confirmation of cover.** On the Customer's reasonable written request, the Supplier shall provide written confirmation of the existence and coverage limits of its insurance policies. Specific policy documents are confidential and provided only under a confidentiality undertaking. The Supplier is under no obligation to maintain coverage at any specific level beyond what it considers commercially appropriate, and is entitled to change insurers, coverage structures or limits in the ordinary course of its business.
- 27.4. **Geographic scope.** The Supplier's insurance coverage may be subject to geographic limitations. Where the Customer is established outside the geographic scope of the Supplier's professional indemnity insurance, the Engagement Document shall expressly identify this and

the Parties shall agree appropriate commercial terms, which may include a higher liability cap, additional risk-adjusted fees, or an obligation on the Customer to maintain its own corresponding insurance.

- 27.5. Customer insurance.** The Customer is responsible for maintaining its own insurance coverage appropriate to its business, including coverage for its own use of the Services, its own personnel, its own customers and end-users, and any business interruption affecting the Customer's operations regardless of cause.

## 28. Non-Solicitation

- 28.1. Non-solicitation of personnel.** During the term of the Agreement and for a period of twelve (12) months thereafter, the Customer shall not, directly or indirectly, solicit for employment, employ, or engage as an independent contractor any employee, contractor or named subcontractor of the Supplier (including any individual at the embedded development partner introduced to the Customer in the course of the Services) who has been materially involved in the delivery of the Services to the Customer, without the Supplier's prior written consent.
- 28.2. Exceptions.** The restriction in Section 28.1 does not apply to (a) responses to general public job advertisements not specifically directed at Supplier personnel, or (b) individuals who have not been employed or engaged by the Supplier or its partner for at least six (6) months prior to the solicitation.
- 28.3. Compensation in case of breach.** As liquidated damages for breach of this Section, the Customer shall pay the Supplier an amount equal to six (6) months of the relevant individual's gross annual compensation at the Supplier (or the equivalent fee charged by the Supplier for the individual's services), without prejudice to the Supplier's right to pursue additional remedies.

## 29. Sanctions, Export Control and Anti-Corruption

- 29.1.** Each Party represents and warrants that it is not, and is not owned or controlled by any person who is, the subject of economic or financial sanctions or trade embargoes imposed by the European Union, the United States Office of Foreign Assets Control (OFAC), the United Nations Security Council, or any other applicable sanctions authority, nor located in any jurisdiction subject to comprehensive sanctions.
- 29.2.** The Customer shall not use the Services, and shall not export, re-export or transfer Deliverables or Services, in violation of applicable export control or sanctions laws.
- 29.3.** Each Party shall comply with applicable anti-bribery and anti-corruption laws and shall not, directly or indirectly, offer, give, request or accept any improper financial or other advantage in connection with the Agreement.
- 29.4.** A breach of this Section by either Party entitles the other to terminate the Agreement with immediate effect under Section 31.6.

## 30. Force Majeure

- 30.1.** Neither Party shall have liability or responsibility to the other Party for any delay, failure to perform, service interruption, outage, damage, malfunction or any consequence thereof, due to any circumstance beyond the Party's reasonable control, including but not limited to inclement weather, climate events, resource shortages, acts of nature, strikes, civil

disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties (including third-party hardware, software, data centres, colocation, cloud service providers and AI Providers), interruption or outage of telecommunications including the public Internet, transportation or delivery delays, power outages, electrical or utility failures, failure of third-party hardware, software or services, or any acts or omissions of third parties.

- 30.2.** If either Party fails to perform or is delayed in performing its obligations due to a Force Majeure event for a period greater than ninety (90) days, or notifies the other in writing that it reasonably anticipates such a delay, the unaffected Party is entitled to terminate the Agreement forthwith upon written notice.

## 31. Term and Termination

- 31.1. Productized Engagements.** A Productized Engagement has the term set out in the Engagement Document and ends on completion of the agreed deliverables, unless terminated earlier in accordance with these Terms.
- 31.2. Subscription Services.** Unless otherwise agreed in the Engagement Document, the initial term of a Subscription Service is twelve (12) months (the "Initial Term") and shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term").
- 31.3. Notice periods for Subscription Services.** To prevent renewal of a Subscription Service, the Customer must provide written notice of non-renewal in accordance with the notice period applicable to the relevant tier, calculated from the remaining days of the current calendar month plus full calendar months:
- a) HDL Operate Starter and other entry-level Subscription Services: the remainder of the then-current calendar month plus one (1) full calendar month;
  - b) HDL Operate Standard, HDL Commerce Standard and equivalent mid-tier Subscription Services: the remainder of the then-current calendar month plus three (3) full calendar months; and
  - c) HDL Operate Pro, HDL Commerce Pro and equivalent senior-tier Subscription Services: the remainder of the then-current calendar month plus six (6) full calendar months.
- 31.4.** Unless otherwise agreed, the Supplier does not provide early termination rights or refunds for Subscription Services within an active term. If written notice is given in accordance with Section 31.3, the Subscription Term ends on its expiration date and the subscription cannot be cancelled early. The Supplier may, at its discretion, send a reminder of upcoming auto-renewal but is not obliged to do so.
- 31.5. Termination for convenience by the Customer.** If the Customer terminates a Productized Engagement, Embedded Product Engagement or Outcome-Based Engagement for its own convenience prior to completion, the Customer shall pay: (a) all Fees due for work completed up to the effective date of termination; (b) all Fees due for work-in-progress that cannot be reasonably reallocated by the Supplier; and (c) a cancellation fee equal to fifty percent (50%) of the remaining unbilled contract value of the engagement. Subscription Services may not be terminated for convenience prior to the end of the then-current Subscription Term.
- 31.6. Termination for cause.** If either Party commits a breach of the Agreement and does not take corrective measures within twenty (20) days after written request by the other Party, the latter is entitled to terminate the Agreement with immediate effect. If either Party commits a material breach, the other Party is entitled to terminate the Agreement with immediate effect, preceded by joint clarification of the significance of the breach.

- 31.7. Immediate termination by Supplier.** The Supplier is entitled to terminate the Agreement with immediate effect, without refund, if the Customer: (a) breaches the Acceptable Use Policy or High-Risk Use restrictions in Section 23; (b) breaches Sections 14.2, 28 or 29; (c) uses the Services to infringe the rights of any third party in a manner exposing the Supplier to legal, regulatory or reputational risk; (d) becomes subject to sanctions or export control measures preventing lawful delivery of the Services; or (e) publicly disparages the Supplier in a manner that materially damages the Supplier's reputation.
- 31.8. Insolvency and Continuity of Service.** The following provisions govern the consequences of an insolvency event affecting either Party and the continuity of the Services notwithstanding such an event.
- 31.8.1. Insolvency does not in itself terminate the Agreement.** The occurrence of an insolvency event affecting the Supplier — including the initiation of company reorganisation under the Swedish Company Reorganisation Act (lag om företagsrekonstruktion), voluntary composition, suspension of payments, restructuring, change of ownership, or any equivalent proceeding in any jurisdiction — shall not, in itself, give the Customer any right to terminate the Agreement, withhold payment, suspend its own performance, or treat the Agreement as discharged. The Customer's payment obligations, license obligations and confidentiality obligations remain in full force regardless of any such event.
- 31.8.2. Continuity through Affiliates or successor entities.** The Supplier operates as part of the HDL Group of companies, which as at the date of these Terms includes HDL Group AB, Helsingborg Development Lab AB, Kepler Technologies AB, Sunread Sweden AB and such other entities under common ultimate beneficial ownership as may be formed or acquired from time to time. The Supplier may, at its discretion and without the Customer's consent, transfer, assign or novate the Agreement and any Engagement Document, in whole or in part, to any of its Affiliates (whether existing at the date of these Terms or formed thereafter), to any entity newly formed by or under common control with HDL Group AB or its ultimate beneficial owners, or to any successor entity (whether by merger, acquisition, restructuring, intra-group reorganisation, asset transfer or otherwise). The receiving entity shall assume all obligations of the Supplier under the Agreement. HDL Group AB (or the originally contracting entity) shall provide a parent or originating-entity guarantee of performance for a period of six (6) months from the date of such transfer.
- 31.8.3. Actual termination requires demonstrated failure to perform.** Notwithstanding Section 31.8.1, if the Supplier (or any Affiliate or successor entity to which the Agreement has been transferred under Section 31.8.2) actually ceases to perform the Services and fails to remedy that cessation within twenty (20) business days of written notice from the Customer specifying the alleged non-performance, the Customer may terminate the affected Service for cause under Section 31.6. Termination under this Section 31.8.3 is the Customer's sole remedy in respect of cessation of performance arising in connection with an insolvency event.
- 31.8.4. Bankruptcy of the Supplier.** In the event of formal bankruptcy proceedings (konkurs) affecting the Supplier, the Customer's rights are limited to those expressly provided by mandatory Swedish law. Such mandatory rights are acknowledged but apply only to the minimum extent required, and shall not extend to any matter that may lawfully be regulated by contract.
- 31.8.5. Survival of payment and license obligations.** Notwithstanding any insolvency event, restructuring or reorganisation affecting either Party, all Fees owed for Services rendered, all licensed software and platform fees, all subscription periods commenced, and all

confidentiality and intellectual property obligations remain enforceable and payable in accordance with the Agreement.

- 31.8.6. Attempted exit at insolvency triggers cancellation fee.** If the Customer purports to terminate the Agreement on the basis of an insolvency event in circumstances where Section 31.8.1 prohibits such termination, and the Supplier (or its Affiliate or successor entity) is continuing to perform the Services, the Customer shall be liable for the cancellation fee specified in Section 31.5 as if the termination were for the Customer's convenience, in addition to any other amounts then due.
- 31.8.7. Customer insolvency.** The Supplier is entitled to terminate the Agreement with immediate effect, and to suspend performance pending such termination, if the Customer has (i) stopped payments, (ii) initiated composition negotiations or liquidation, (iii) entered into bankruptcy, (iv) been subject to business reorganisation, or (v) is otherwise insolvent. Section 31.8.1 to 31.8.6 do not apply to Customer insolvency events. The Supplier's rights under Section 31.6 (Termination for Cause) and any other section are unaffected by this Section.
- 31.9. Customer abandonment.** If the Customer fails to respond to material written communications from the Supplier (including communications requiring decisions, sign-off, payment or input) for a period of ninety (90) consecutive days, the Supplier may, on written notice, treat the engagement as abandoned. In such case, the Supplier may close the engagement, invoice the Customer for: (a) all Fees due for work completed; and (b) fifty percent (50%) of the remaining unbilled contract value of the engagement, as compensation for the wasted allocation of resources.
- 31.10. Effect of termination.** Upon termination or expiration, all rights and licenses granted hereunder terminate immediately (subject to Section 8 for Custom Deliverables for which full payment has been made), any Confidential Information shall be returned or destroyed, and the Customer shall remit in full any payments due. Wind-down assistance is provided in accordance with Section 12.4.
- 31.11. Third-party accounts.** On termination, the Customer is responsible for taking over any third-party accounts (including AI Providers, cloud providers, payment processors and analytics) that have been operated on the Customer's behalf by the Supplier. The Supplier shall provide reasonable handover assistance under Section 12.4.

## 32. Notices

- 32.1.** Routine operational communications under the Agreement (including support tickets, change requests, milestone deliveries and approvals) may be made by email or via the agreed project management or messaging tool.
- 32.2.** Formal legal notices under the Agreement (including notices of breach, termination, indemnification claims and force majeure) must be in writing and sent to the addresses for notices set out in the Engagement Document, or to the Supplier's registered address as set out in Section 37, by email with delivery confirmation, registered post, or courier with proof of delivery.
- 32.3.** Notices are deemed received: (a) on the business day of delivery, if delivered by email before 17:00 local time on a business day; (b) on the next business day, if delivered by email after 17:00 or on a non-business day; (c) on the date of delivery confirmed by the postal or courier service for registered post or courier.

### 33. General Rules

- 33.1. Status of the Parties.** Nothing contained in these Terms shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. It is the Customer's responsibility to keep its accounting documents in order and to pay all applicable taxes and charges.
- 33.2. Updates to the Terms.** The Supplier may make modifications to these Terms, including pricing. Updates will be published on the Supplier's website, sent by email, or published in the Customer portal, or otherwise as required by law. Updated Terms apply from the date of publication (see "Last Modified") and continued use of the Services constitutes acceptance. Where an update is materially adverse to the Customer's rights, the Customer may terminate the affected Subscription Service with effect from the date the change takes effect, with refund of any prepaid fees for the unused period.
- 33.3. Surviving Terms.** Provisions that, by their nature or to give effect to their meaning, should survive termination shall do so, including: Sections 7, 8, 10, 13, 14, 15, 17, 21, 22, 26, 27, 28, 29, 31.5, 31.8.5, 31.8.6, 31.10, 31.11, 32, 33, 34, 35 and 36.
- 33.4. Entire Agreement.** These Terms, together with the Engagement Document and any appendices, constitute the entire agreement between the Parties. No promise, undertaking, representation, warranty or statement by either Party prior to the date of these Terms shall affect these Terms.
- 33.5. Assignment.** The Supplier may, at its sole discretion and without the Customer's consent, assign, transfer or novate the Agreement and any Engagement Document, in whole or in part, to: (a) any Affiliate; (b) any entity newly formed by or under common control with HDL Group AB or its ultimate beneficial owners; (c) any successor entity by way of merger, acquisition, restructuring, asset sale or intra-group reorganisation; or (d) any entity acquiring all or substantially all of the Supplier's relevant business or assets. The receiving entity shall assume all obligations of the Supplier under the Agreement. This Section is to be read together with Section 31.8.2 (Continuity of Service). The Customer's consent shall not be required for any such intra-group assignment, reorganisation or restructuring.
- 33.5.1. Customer assignment.** The Customer may not assign, transfer or novate the Agreement or any rights or obligations under it without the Supplier's prior written consent, except that the Customer may assign the Agreement, on written notice to the Supplier, to a successor entity in the event of a merger or sale of substantially all of the Customer's relevant business or assets, provided the successor is not a competitor of the Supplier.
- 33.5.2. Binding effect.** The obligations under these Terms shall be binding on, and inure to the benefit of, both Customer and Supplier, their successors and permitted assigns.
- 33.6. Severability.** If any provision of these Terms is held invalid by a court of competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 33.7. Waiver.** The waiver or failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 33.8. Counterparts and electronic signature.** The Engagement Document may be executed in counterparts and by electronic signature, each of which is deemed an original.
- 33.9. Supersession of prior versions.** These Terms (in their current published version) supersede and replace in their entirety all previous versions of the General Terms of Consultancy Services, General Terms of Services or equivalent general terms previously issued by HDL

Group AB or its predecessor Helsingborg Development LAB AB (org. no. 556936-1263). Any reference in any Engagement Document, Order Form, proposal, statement of work or correspondence to such previous general terms shall, from the date the Customer is notified of or otherwise gains access to these Terms, be interpreted as a reference to the then-current published version of these Terms, subject to the following:

- a) where an Engagement Document that was signed under a previous version of HDL's general terms is in active performance at the date these Terms take effect, the previous general terms shall continue to apply to that Engagement Document for the remainder of its then-current Subscription Term or until completion of the Productized Engagement, except that Sections 13 (Patching), 14 (Security), 15 (Data Breach Notification), 22 (Data Protection), and 23 (Acceptable Use Policy and High-Risk Use Exclusions) of these Terms shall apply with immediate effect to reflect current legal, regulatory and technical realities;
- b) on the renewal, extension, modification or replacement of any such Engagement Document, these Terms shall apply in their entirety; and
- c) no provision of any previous general terms that purports to limit, exclude or modify these Terms shall have effect after the date these Terms take effect.

**33.10. Order of precedence.** In the event of conflict between documents forming part of the Agreement, the following order of precedence applies (highest first): (i) the Engagement Document, including any expressly negotiated terms; (ii) any executed Data Processing Agreement; (iii) any executed Service Level Agreement; (iv) these Terms; and (v) the Supplier's applicable price list and published policies. A more recent document of the same type prevails over an older document of the same type.

## 34. Definitions

*Acceptance Period*, has the meaning given in Section 11.2.

*Acceptable Use Policy*, the policy set out in Section 23.1.

*Additional Service*, any service performed by the Supplier outside the scope of an Engagement Document, billable as a Time-Based Service.

*Affiliates*, as to a Party, any other person that directly or indirectly controls, is controlled by, or is under common control with such entity, with 'control' being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest. For the avoidance of doubt, in respect of the Supplier, 'Affiliates' includes any entity newly formed by or under common ultimate beneficial ownership with HDL Group AB, regardless of the date of formation.

*AI Providers*, third parties providing AI Tooling used by the Supplier in the delivery of the Services, including providers of foundation models, hosted inference services, embedding services and agent platforms.

*AI Tooling*, large language models, code generation systems, design generation systems, retrieval and search systems, agent frameworks and other AI-based systems used in the delivery of the Services.

*Beta Features*, as defined in Section 25.

*Business Days*, weekdays in Sweden that are not public holidays.

*Change Request*, a written request to alter the scope, schedule, deliverables or fees of a Productized Engagement, as described in Section 4.6.

*Confidential Information*, any and all information disclosed by one Party to the other or otherwise obtained by the receiving Party under or in connection with the Agreement that is marked as confidential, is by its nature confidential, or relates to the business, products or affairs of the disclosing Party, including technical information concerning the design and operation of any software, prompts, agents or models.

*Custom Deliverables*, as defined in Section 8.2.

*Customer Content*, any information or data that the Customer has uploaded to the Services, including machine images, text, audio, graphics, photo, video or audio materials, prompts, configurations, or combinations thereof.

*Customer Data*, Customer Content and any other data or information provided by, or originating from, the Customer in connection with the Services.

*Customer Security Obligations*, the obligations of the Customer set out in Section 14.2.

*Deliverable*, the work product identified as such in the Engagement Document and delivered by the Supplier to the Customer.

*DPA*, the Supplier's Data Processing Addendum available on request, incorporated by reference into the Agreement where personal data is processed.

*Embedded Product Engagement*, an engagement under which the Supplier acts as prime contractor for the design, development, certification, manufacture or operation of a connected hardware product.

*End User*, an individual or entity that uses or interacts with a Deliverable or Service operated by, or on behalf of, the Customer.

*Engagement Document*, the Statement of Work, Order Form, signed proposal or equivalent document agreed between the Parties describing a specific Service engagement.

*Error*, a failure of the Services to substantially conform to the agreed specifications, classified by priority in Section 24.

*Framework Vulnerability*, as defined in Section 13.1.

*HDL Commerce*, the Supplier's ecommerce platform delivered as a Subscription Service.

*HDL Discovery Sprint*, a fixed-scope, fixed-price discovery engagement delivered as a Productized Engagement.

*HDL Flagship*, a fixed-scope, fixed-price digital flagship build engagement delivered as a Productized Engagement.

*HDL Intelligence*, a fixed-scope, fixed-price AI build and operations engagement delivered as a Productized Engagement, typically combined with an operations retainer.

*HDL Operate*, the Supplier's post-launch operations, hosting and support retainer, delivered as a Subscription Service in Starter, Standard and Pro tiers.

*High-Risk Uses*, the uses listed in Section 23.2.

*Initial Term*, as defined in Section 31.2 for Subscription Services.

*Intellectual Property Rights*, any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, Know-How, Look and Feel, domain names and all similar rights together with any and all goodwill and all extensions and renewals thereof.

*Kepler Cloud*, the Supplier's managed hosting and operations platform.

*Know-How*, any know-how, confidential information, trade secrets, experience, drawings, designs, production methods, code, notes, flow charts, discoveries, specifications, diagrams, technology, research, methods of formulation, results of tests and field trials, specifications of materials, prompts, evaluation suites, formulae and processes, and technical information.

*Look and Feel or Elements*, visual presentation, colour scheme, logic and structure, presentation, graphics, website navigation methods, HTML code, meta-tag structures and similar.

*Outcome-Based Engagement*, an engagement under which a portion of the Supplier's fees is determined by reference to a measurable business outcome agreed in the Engagement Document.

*Personal Data*, as defined in the EU General Data Protection Regulation (GDPR).

*Personal Data Breach*, as defined in the GDPR — a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

*Process Automations*, any Customer processes and procedures that are automated using software or AI Tooling provided by the Supplier.

*Productized Engagement*, a fixed-scope, fixed-price, fixed-timeline engagement delivered by the Supplier, including HDL Discovery Sprint, HDL Flagship and HDL Intelligence build engagements.

*Renewal Term*, as defined in Section 31.2 for Subscription Services.

*Services*, the consultancy, software, product and AI services described on the Supplier's website at [hdlagency.se](http://hdlagency.se) and in any Engagement Document, presentation, offer or service list.

*Subscription Services*, recurring platform, hosting, support and operations services, including HDL Commerce and HDL Operate.

*Subscription Term*, the Initial Term and any subsequent Renewal Term for a Subscription Service.

*Supplier IP*, as defined in Section 8.3.

*Third Party Services*, third-party software, applications, services, AI Providers or website links recommended, integrated or otherwise made available in connection with the Services.

*Time-Based Services*, Services charged by the hour in accordance with the Engagement Document or the Supplier's price list.

## **35. Governing Law and Dispute Resolution**

- 35.1.** These Terms shall be governed by Swedish law, without reference to the choice and conflict of law provisions thereof.
- 35.2.** Any dispute arising out of, or in connection with, these Terms shall, in the first instance, be addressed through good-faith negotiation between authorised representatives of the Parties for a period of thirty (30) days.
- 35.3.** If the dispute is not resolved through negotiation, it shall be finally settled in the Swedish public courts, with the district court of Helsingborg as the court of first instance.

## **36. Contact Information**

The Supplier's contact information:

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