



Standard Software Subscription Terms

Public, product-neutral terms for the licensing and use of the Inorigo software platform

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Provider	Inorigo AB
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Purpose. These standard terms set out the high-level conditions applicable to subscriptions for the Inorigo software platform. Commercial terms, subscribed scope, deployment configuration, service levels and customer-specific requirements are stated in the applicable order form and exhibits.

This document intentionally excludes prices, specific modules, technical sizing and individual customer configurations.

How these terms apply

These Standard Software Subscription Terms (the Terms) apply when an order form, marketplace order, quotation or other written ordering document incorporates them by reference. The ordering document, these Terms and any referenced exhibits together form the agreement between the customer identified in the ordering document (the Subscriber) and Inorigo AB (Inorigo).

If documents conflict, the ordering document takes precedence for expressly agreed commercial or customer-specific matters, followed by these Terms and then the applicable exhibits, unless the relevant documents explicitly state another order of precedence.

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1. Subscription rights and permitted use

1.1 Grant of rights

Subject to the agreement, Inorigo grants the Subscriber a non-exclusive, non-sublicensable and non-transferable right to use the subscribed Inorigo software products for the Subscriber's internal business purposes during the subscription term.

1.2 Subscribed scope

The subscribed products, permitted use, deployment scope and any applicable usage limitations are specified in the ordering document or software specification. No right is granted beyond that expressly stated scope.

1.3 Restrictions

The Subscriber may not sell, sublicense, transfer or otherwise make the software available to another party except where expressly agreed in writing. The Subscriber must not use or permit use of the software outside the subscribed scope.

2. Deployment, installation and integration

2.1 Deployment models

The software may be installed in the Subscriber's environment, in an appointed hosting environment or provided as a hosted service, as stated in the ordering document.

2.2 Installation and integration

Where agreed, Inorigo will install or assist with installation of the software. Integrations, migrations, configuration and other implementation services are included only where expressly stated in the ordering document, service agreement or a separate statement of work.

2.3 Third-party work

Inorigo is not responsible for acts or omissions of unauthorized third parties carrying out installation, integration, modification or other work relating to the software.

3. Ownership and intellectual property

3.1 Inorigo property

The Inorigo platform is proprietary software. Inorigo and its licensors retain all ownership and intellectual property rights in the software, documentation, methodologies, updates and related materials. The subscription grants a right of use only and does not transfer title or ownership.

3.2 Customer materials

The Subscriber retains ownership of data and materials supplied by or on behalf of the Subscriber. No ownership of Subscriber data transfers to Inorigo under these Terms.

4. Subscription term and commercial framework

4.1 Commencement and duration

The subscription begins on the start date stated in the ordering document. Unless a fixed term is stated, the subscription continues until terminated in accordance with the agreement.

4.2 Fees and taxes

Subscription fees and any other charges are stated in the applicable ordering document and are exclusive of value added tax and other applicable taxes or charges unless expressly stated otherwise.

4.3 Payment

Invoices are payable in accordance with the payment terms stated in the ordering document. Overdue amounts may be subject to interest as permitted by the agreement and applicable law.

4.4 Changes to scope

Additional installations, expanded use, additional services or other changes to the subscribed scope require written agreement and may result in additional charges.

5. Support, maintenance and related services

5.1 Separate service terms

Support, maintenance, hosting and service management are provided only where included in the ordering document or governed by an applicable Service Level Agreement, hosting agreement or other exhibit.

5.2 Updates and upgrade work

Product updates may be made available in accordance with the subscribed service. Installation, migration, configuration or other work required to implement an upgrade may require a separate statement of work.

5.3 Professional services

Consulting, implementation, customization and other professional services are outside the subscription unless expressly included in writing.

6. Customer responsibilities

6.1 Environment and access

The Subscriber is responsible for providing the infrastructure, database, supported software, connectivity, access and customer-side resources required for the agreed deployment, unless the ordering document states otherwise.

6.2 Authorized use

The Subscriber is responsible for its users, credentials and compliance with the agreement. The Subscriber must take reasonable measures to prevent unauthorized access to or use of the software.

6.3 Cooperation

The Subscriber will provide timely information, decisions, access and cooperation reasonably required for delivery, support and operation of the subscribed solution.

7. Intellectual property claims

7.1 Defense of claims

If a third party alleges that authorized use of the software infringes a patent or copyright, the Subscriber must promptly notify Inorigo in writing and allow Inorigo to control the defense and settlement. Subject to those conditions, Inorigo will defend the claim and pay costs and damages finally awarded against the Subscriber.

7.2 Remedies

Inorigo may obtain the right for continued use, replace or modify the affected software, or, if those options are unreasonable, require the Subscriber to stop using the affected software.

7.3 Exclusions

Inorigo is not responsible for claims caused by Subscriber-initiated modifications, combinations with items not supplied by Inorigo, or failure to use an updated version where the claim would have been avoided by doing so.

8. Termination and consequences

8.1 Termination by the Subscriber

Unless a fixed term or different notice period is stated in the ordering document, the Subscriber may terminate the subscription by giving three months' written notice.

8.2 Termination for cause

Inorigo may terminate for material payment default, material breach not cured following written notice, insolvency, bankruptcy or dissolution, in accordance with the cure periods and procedures stated in the agreement.

8.3 Consequences

On termination, the Subscriber's rights to use the software cease. The Subscriber must stop using the software and, where applicable, return or destroy copies of the software and documentation. Provisions intended by their nature to survive termination remain effective.

9. Customer data

9.1 Ownership and control

Subscriber data remains the property and under the control of the Subscriber. The Subscriber is responsible for obtaining and retaining its data in connection with termination and transition.

9.2 Data protection

Where Inorigo processes personal data on behalf of the Subscriber, the parties will enter into an applicable data processing agreement or otherwise document the required data protection terms.

9.3 Post-termination

After the software has been returned or access has ended, Inorigo has no continuing obligation to maintain Subscriber data except as expressly stated in a hosting agreement, data processing agreement or transition arrangement.

10. General legal terms

10.1 Force majeure

Neither party is responsible for delay caused by circumstances beyond its reasonable control. The affected party must notify the other party and performance will be deferred for the duration of the relevant delay, to the extent permitted by applicable law.

10.2 Notices

Formal notices must be made in writing and delivered to the contact details stated in the ordering document or subsequently notified in writing.

10.3 Severability

If any provision is held invalid or unenforceable, the remaining provisions remain effective.

10.4 Governing law

The agreement is governed by the substantive laws of Sweden.

10.5 Dispute resolution

Disputes arising out of or in connection with the agreement will be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration is Malmö, Sweden. Unless otherwise agreed, the language of the proceedings is Swedish.

10.6 Entire agreement

The ordering document, these Terms and the referenced exhibits constitute the agreement concerning the subscription and supersede prior statements concerning the same subject matter. Amendments must be agreed in writing by authorized representatives of the parties.

Document status. These are Inorigo's public standard software subscription terms. Customer-specific commercial terms, subscribed functionality, deployment details and service commitments are documented separately. In case of doubt, the signed ordering document and expressly incorporated exhibits govern the relevant transaction.