

General Terms and Conditions, Software from Ancon AB

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This is an English translation of the Swedish original "Allmänna villkor Programvara från Ancon AB". In the event of any discrepancy between the Swedish and English versions, the Swedish version shall prevail.

1 Introduction

1.1 General

- 1.1.1 Ancon AB (Ancon), corporate identity number 556257-3039, address Frölandsvägen 2D, 451 76 Uddevalla, Sweden, telephone +46 10 405 09 00, email hello@ancon.io, has developed the Software (as defined in 1.2.1) and provides it to the Customer (as defined in 1.2.1).
- 1.1.2 These General Terms and Conditions (GTC) govern Ancon's rights and obligations towards the Customer and the Customer's rights and obligations as Customer and User.
- 1.1.3 By signing a separate contract document, approving an order confirmation, paying for a Service Agreement or otherwise ordering or making payment for Software or a service from Ancon, the Customer shall be deemed to have accepted these GTC. Once the Customer has accepted the GTC, they constitute a binding agreement between the Customer and Ancon.
- 1.1.4 The GTC apply unless otherwise agreed in writing between the Parties.
- 1.1.5 The GTC are available on Ancon's website www.ancon.io.
- 1.1.6 The GTC apply regardless of whether the Software has been provided free of charge or against payment.

1.2 Definitions etc.

- 1.2.1 Certain terms in the GTC are written with an initial capital letter. These terms are defined as follows:

Term	Definition
User	A natural person, employed by or engaged as a contractor of the Customer, who is granted the right by the Customer to use the relevant Software for the Customer's own internal business purposes
Card Turnover	Includes all cashless transactions.
Customer	The legal or natural person who a) is specified on an invoice from Ancon or any of Ancon's Partners, and/or b) enters into an agreement with Ancon based on the GTC
Parties	Collective term referring to both the Customer and Ancon
Partner	A reseller certified by Ancon
Payout	Disbursement of Card Turnover to the Customer
Software	Software provided by Ancon to the Customer, together with any associated hardware, documentation and/or service. Software may be wholly or partly developed by Ancon and/or licensed to Ancon by a third party. Software may refer both to software installed locally at the Customer and to an application available to the Customer via the internet or other electronic communication

1.3 Special terms

- 1.3.1 Special terms may apply to certain variants of the Software, certain functions of the Software and certain types of user licences. Such special terms can be found in, among other places, section 13.

1.4 Notices

- 1.4.1 Notices and information about the Software are primarily provided via the relevant web page at www.ancon.io. A notice shall be deemed delivered to the Customer when it has been published on the website. Examples of notices are information about new versions, other information about the Software, support or amendments to the terms.

- 1.4.2 Ancon may, at its discretion, also send information by email or post. In such case, the notice shall be deemed delivered two business days after it was sent by Ancon. The notice shall thereafter apply immediately, unless otherwise specifically stated in the notice.
- 1.4.3 Notices from the Customer to Ancon regarding the GTC shall primarily be sent by email to ekonomi@ancon.io or, secondarily, by telephone on +46 10 40 50 900 during office hours. If the Customer wishes to contact Ancon regarding other matters, a number of channels are available depending on the matter. Ancon's contact details can be found at www.ancon.io.

2 Licence

2.1 Right of use and restrictions

- 2.1.1 The Customer is granted a non-transferable and non-exclusive right of use (Licence) to the Software for the number of Users agreed between the Parties.
- 2.1.2 The Customer's Licence is conditional upon compliance with these GTC and upon the full Licence Fee having been paid at all times.

2.2 Copying and modification of the Software's code

- 2.2.1 Under no circumstances is the Customer entitled to make copies, in whole or in part, of the Software, the user documentation or other material accompanying the Software, whether in electronic form or as paper copies, beyond what is necessary to use the Software in accordance with the GTC.
- 2.2.2 Under no circumstances may the Customer make changes to the Software's code, for example by disassembling (breaking down the Software's code) or decompiling (taking apart the Software's code) the Software.
- 2.2.3 The above prohibition on copying and modifying the Software's code applies except to the extent permitted under Section 26 g of the Swedish Copyright Act (1960:729).

2.3 Intellectual property rights

- 2.3.1 Ancon owns all intellectual property rights, including copyright, relating to the Software, or has agreements with other authors where the Software contains source code to which Ancon does not hold the copyright. Ancon also owns all copyright in the documentation, both electronic and printed, belonging to the Software.

2.4 System requirements and product specification

- 2.4.1 Ancon reserves the right to change the system requirements and product specification for future versions of the Software. Ancon does not guarantee the Software's future compatibility with operating systems that are no longer maintained by the operating system vendor.
- 2.4.2 Unless otherwise agreed in writing between the Parties, information specified in general product data sheets for Ancon's products and services shall not apply in any respect, since such product data sheets are regularly subject to ongoing revision and may therefore be out of date at a later time.

2.5 Licence period

- 2.5.1 Unless otherwise agreed in writing between the Parties, the Customer's right to use the Software takes effect when the Licence is entered into and applies for 12 months thereafter. The Licence is then automatically extended by 12 months at a time unless terminated in accordance with 2.6.1.
- 2.5.2 If the Parties have entered into a separate agreement with a third party on financing of the Licence (Licence Financing), the Customer shall, notwithstanding 2.5.1, be entitled to use the Software for the duration of the Licence Financing. The terms of the Licence Financing shall not be extended automatically unless the Parties agree otherwise in writing. Instead, when the Licence Financing expires, the Licence shall be extended automatically in accordance with 2.5.1, and the other provisions of these GTC shall continue to apply.

2.6 Termination of the Licence

- 2.6.1 Either Party may terminate the Licence at any time. Termination shall be made in writing and must be received by the other Party no later than 3 months before the expiry of the current licence period or Licence Financing, as applicable.

- 2.6.2 Following termination, the Licence remains in force until the current licence period or Licence Financing has expired. Any unused portion of the Licence Fee will not be refunded in such case.

2.7 Ancon's right to terminate the Licence in special cases

- 2.7.1 Ancon is entitled to terminate the Licence with immediate effect
- a) if the Customer is more than 30 days late in paying the Licence Fee,
 - b) if the Customer uses the Software in breach of these GTC or any other instruction from Ancon, or otherwise breaches the GTC or copyright law in respect of the Software,
 - c) if the Customer is declared bankrupt, enters into composition negotiations, initiates company reorganisation proceedings, suspends payments or can otherwise reasonably be considered insolvent, or
 - d) if the Customer is declared, or can be expected to be declared, by a Swedish or foreign authority to have violated that authority's export control rules, or not to be authorised to acquire, hold or dispose of a service or product (including technology) that is subject to export control rules.
- 2.7.2 Any unused portion of the Licence Fee will not be refunded in the event of termination under 2.7.1.
- 2.7.3 Upon termination of the Licence under 2.7.1, Ancon is entitled to terminate any other agreement between the Parties.

2.8 Consequences of the Licence ceasing

- 2.8.1 If the Licence ceases to apply, the Customer shall immediately return the Software, documentation and other material received from Ancon to Ancon. At the same time, the Customer shall send Ancon a written certificate, signed by an authorised representative of the Customer, confirming that the Customer no longer, directly or indirectly, in whole or in part, in any form, holds copies of or otherwise has control over the Software.

3 Service

3.1 The Customer's rights

- 3.1.1 The Licence entitles the Customer to the following:
- a) The right to use the current version of the Ancon Cloud and G2 software without restrictions in functionality during the term of the agreement.
 - b) Support, meaning extended assistance and the opportunity to ask more detailed questions about, or receive help with, the Software as needed for using the Software. To a certain limited extent, simpler questions concerning operating systems, printers, networks etc. needed for using the Software may also be answered. The right to support applies to the latest version of the relevant Software.
 - c) Updates of the Software, meaning that Ancon, during the term of the agreement, provides corrections and all new official versions of the Software free of charge. New versions are made available via an automated update service.
 - d) Access to the latest version of the Software.

3.2 The Customer's obligations

- 3.2.1 In order for Ancon to be able to provide service, the Customer is obliged to:
- a) Follow the instructions in the Software's documentation and any instructions Ancon may have provided in other ways.
 - b) Check and prevent computers, operating systems, storage media, programs and data files from containing so-called viruses, Trojan horses, etc.
 - c) Read and, where applicable, act on notices from Ancon in accordance with 1.4.
 - d) Provide Ancon with up-to-date contact details for the Customer and all Users, such as name, postal address, telephone number, corporate identity number or personal identity number (for sole traders), contact persons and current email addresses.
 - e) Comply with these GTC.
 - f) Ensure that the Licence Fee is paid on time on an ongoing basis.

- g) Ensure that connections to third-party applications, AI services or language models through the Model Context Protocol (MCP) or API are activated and used only by authorised Users and with appropriate access restrictions. The Customer is responsible for ensuring that such use, including the transfer of data and the performance of actions in the Software, takes place in accordance with applicable law, the Customer's internal instructions and the agreement with the relevant third-party provider.

3.3 Ancon's obligations

3.3.1 Ancon is obliged to:

- a) Provide service during separately specified hours, as governed by the selected Software and Service Agreement. Service is provided, at Ancon's choice, via the internet, email or telephone.
- b) Be able to receive fault reports and provide service during separately specified hours. Fault reports can be submitted by telephone during the applicable service hours or by email/internet around the clock.
- c) Assist in restoring data registers from the latest backup with reasonable efforts and at the applicable hourly rate.
- d) Remedy reported faults that seriously affect the functioning of the Software as soon as possible. Ancon reserves the right to decide when and how a fault is to be corrected and when and how an action is to be carried out, since Ancon has the overview of the consequences of a correction/change/action. Faults may also be remedied by a temporary change that makes it possible to avoid the fault for the time being.
- e) Remedy faults that do not seriously affect the Customer's use of the Software and/or the functioning of the Software, however no earlier than in the next official version of the Software. Ancon reserves the right to decide when and how a fault is to be corrected and when and how an action is to be carried out, since Ancon has the overview of the consequences of a correction/change/action.

3.4 Limitations of Ancon's obligations

3.4.1 All efforts regarding service, support and updates on Ancon's part shall be reasonably proportionate to the fees paid by Customers for the use of the Software. If a service visit to the Customer becomes necessary, and the Parties agree on this, the Customer will be charged for working time, travel time, travel expenses, subsistence allowances etc. in accordance with the rates applicable at the time.

3.4.2 Ancon's obligations do not include:

- a) Giving instructions or training to the User if the necessary information is available in the Software's documentation, help texts, on the internet or in other media.
- b) Making customer-specific adaptations to the Software.
- c) Remedying faults caused by other software or applications connected to the Software via Ancon's approved integration interface (API) or otherwise.
- d) Remedying faults caused by other software or applications that have retrieved data from or submitted data to the Software's database in a manner not approved by Ancon.
- e) Remedying faults arising from causes beyond Ancon's control, such as power failures, interruptions to the internet or telecommunications, faults in operating systems, faults in hardware not acquired from Ancon, faults caused by viruses if the Customer does not subscribe to anti-virus via Ancon, or faults in peripheral devices acquired from a supplier other than Ancon.
- f) Providing free support if data is retrieved from or submitted to the Software's database in a manner not approved by Ancon. Support may in such cases be provided at the applicable hourly rate. Free support also ceases when the Software is used on other computers, other operating systems or with other components than those delivered by Ancon or its Partner together with the Software.
- g) Bearing costs arising from service/support performed by a third party, unless this has been expressly agreed in advance between the Customer and Ancon.
- h) Financially compensating the Customer for time spent in the event of operational disruptions or loss of functionality.
- i) Remedying faults in, or being responsible for the availability, functioning, security, results or processing of personal data in, a third-party application, AI service or language model that the Customer or an authorised User has chosen and connected to the Software through MCP or API. When Ancon, at the Customer's

request, makes data available through such a connection, this is done in accordance with the Customer's instructions. Ancon nevertheless remains responsible for its own processing of personal data and for the security of the Software and Ancon's MCP server until the data has been transferred in accordance with the Customer's instructions.

4 Fees and payment terms

4.1 Fees for Licences etc.

- 4.1.1 For the use of the Licence, the Customer shall pay to Ancon, or to whomever Ancon designates, a Licence Fee in accordance with the price list applicable at any given time.
- 4.1.2 Where applicable, the Customer shall reimburse Ancon for any transaction fees of various kinds, other products and services, as well as services not covered by the Licence.

4.2 Changes to fees

- 4.2.1 Ancon is entitled, but not obliged, to adjust the Licence Fee as of 1 January each calendar year in line with changes in the Swedish consumer price index.
- 4.2.2 In addition to 4.2.1, Ancon is entitled to adjust the Licence Fee in view of general price changes and/or changes in the general cost level during the current licence period. Ancon shall inform the Customer of any such other adjustment no later than 30 days before it takes effect. If the Customer, within 14 days of such information being provided, notifies Ancon in writing that the adjustment is not accepted, such notification shall be deemed to constitute termination of the Licence in accordance with 2.6.1. The previous Licence Fee shall apply for the remainder of the licence period. If the Customer does not notify Ancon within the stated time that the adjustment is not accepted, the Customer shall be deemed to have accepted the new fee, and the Licence shall thereafter be extended automatically in accordance with 2.5.1 at the new Licence Fee.
- 4.2.3 However, 4.2.1 and 4.2.2 do not apply if the Parties have entered into a separate agreement with a third party on Licence Financing. In such case, what has been agreed regarding the licence shall apply until the relevant financing expires.

4.3 VAT, other costs and late payment interest

- 4.3.1 VAT is added to stated prices. Additional costs, such as invoice fees and shipping costs, are charged in accordance with the price list applicable at any given time.
- 4.3.2 Unless otherwise agreed, the Licence Fee and other remuneration to Ancon shall be paid against invoice, which shall be paid no later than 30 days after the invoice date unless otherwise stated on the invoice. In the event of late payment, late payment interest shall accrue at an annual rate of 12 percent.
- 4.3.3 Where the Customer has unpaid invoices that are 30 days or more overdue, Ancon reserves the right to deduct the total unpaid debt directly from the accrued revenue from Card Turnover before a Payout is made.

4.4 Disputing an invoice

- 4.4.1 Any complaint about or objection to an invoice must be received by Ancon no later than 14 days after the invoice date. Complaints are made by telephone on +46 10 40 50 900 during office hours or by email to ekonomi@ancon.io.

5 Personal data and privacy

5.1 Ancon as data controller

- 5.1.1 In connection with providing the relevant Software, Ancon collects and processes personal data about the Customer's contact persons and end users of Ancon's online services (such as Ancon Order) on its own behalf as an independent data controller.
- 5.1.2 For more information on how and why Ancon processes personal data under section 5.1.1 above, see Ancon's information on the processing of personal data, as applicable from time to time, here: <https://ancon.io/privacy-policy>

5.2 Ancon as data processor

- 5.2.1 In connection with providing the relevant Software, Ancon will, in addition to what is stated in section 5.1 above, process personal data as a data processor on behalf of and in accordance with the Customer's instructions.
- 5.2.2 The Parties' obligations and rights regarding the processing of personal data referred to in section 5.2.1 above are governed by Appendix A, Data Processing Agreement, which forms an integral part of these GTC.

6 Warranty

6.1 Definition

- 6.1.1 Ancon warrants that the Software conforms to the stated specifications for a period of 12 months from the time of the Customer's first purchase of the Licence (Warranty).
- 6.1.2 Ancon's liability for defects in the Software is limited to what is stated in this section 6, unless gross negligence is present. The Customer can therefore not make any other claims against Ancon on account of defects in the Software.

6.2 Deviation

- 6.2.1 If there is a deviation from the Warranty, Ancon shall, after receiving a complaint in accordance with section 6.3, remedy the deviation as promptly as the circumstances require. Remedy may be made by correcting the fault or by measures to work around the fault. Ancon may, at its own choice, replace the Customer's copy of the Software with a new one. Ancon is not responsible for installation in such case.
- 6.2.2 If Ancon does not remedy the deviation as promptly as the circumstances require, the Customer is entitled to set a final and reasonable deadline for remedy. If Ancon has not remedied the deviation by the end of that deadline, the Customer is entitled to terminate the Licence with immediate effect. The Customer shall then return the Software, documentation and other material received from Ancon to Ancon. At the same time, the Customer shall send Ancon a written certificate, signed by an authorised representative of the Customer, confirming that the Customer no longer, directly or indirectly, in whole or in part, in any form, holds copies of or otherwise has control over the Software. Once this material has been received, Ancon shall refund the Licence Fee received for the current licence period to the Customer, without interest.

6.3 Complaint terms

- 6.3.1 If, during the warranty period, the Customer finds that the Software does not meet the stated Warranty, the Customer shall without undue delay, and no later than 10 days after the deviation was discovered, notify Ancon of this in writing. The complaint shall describe the nature and extent of the deviation and include the documentation required for Ancon to be able to reproduce the deviation. If necessary, the Customer shall demonstrate how the fault manifests itself.
- 6.3.2 Complaints regarding Software or another service must be received by Ancon within 10 days of receipt of delivery, and no later than 14 days after the invoice date. All returns must be agreed and, in the case of physical returns, marked with a return number in order to be accepted by Ancon. Where applicable, returns and deliveries to Ancon shall be sent as a PostNord business parcel at the sender's expense and risk. Products specially made for the Customer cannot be returned. Software purchased from any of Ancon's Partners cannot be returned to, or the subject of a complaint to, Ancon. In such a situation, the Customer shall always contact the place of purchase directly.
- 6.3.3 Complaints are made by telephone on +46 10 40 50 900 during office hours or by email to ekonomi@ancon.io.

6.4 Limitations of the Warranty

- 6.4.1 The Warranty applies only if the Customer makes a complaint in accordance with section 6.3.
- 6.4.2 The Warranty applies only to the latest official version of the Software. Any future changes in laws or regulations affecting the functioning of the Software do not entitle the Customer to invoke the Warranty.
- 6.4.3 The Software is intended to be used only on computers with the operating systems and the components supplied with it as specified in the system requirements for the relevant version. The Warranty presupposes that the Customer complies with these GTC and uses the Software in the prescribed operating environment and in accordance with the manual and other instructions from Ancon. The Warranty does not apply if the Software is installed and/or used contrary to this.

- 6.4.4 The Warranty does not cover faults that are of no significance to the Software's functions according to the stated specifications.
- 6.4.5 Ancon delivers software of a general type, so-called standard software, and Ancon therefore cannot guarantee that the Software is necessarily suited to the Customer's particular purpose. Furthermore, Ancon cannot guarantee that fully or partly integrated third-party products and services will work as intended where changes have been made to either of the interacting software programs.
- 6.4.6 A prerequisite for the Customer to obtain full functionality in the Software is that Ancon is given the opportunity to provide service and support in accordance with these GTC. The Warranty applies only if Ancon is continuously given such opportunity during the term of the agreement.
- 6.4.7 The Warranty does not mean that Ancon guarantees that the Software is completely free from minor program errors, so-called bugs. The Customer understands and accepts that such freedom from program errors can very rarely be achieved in the software industry.

7 Limitation of liability

7.1 Force majeure

- 7.1.1 If a Party's performance is prevented or substantially impeded by a circumstance beyond its direct control which it could not reasonably have been expected to foresee and the consequences of which it could not reasonably have avoided or overcome, or by the performance of its subcontractor being prevented or impeded due to similar circumstances, this shall constitute grounds for exemption entailing postponement of the time for performance and exemption from sanctions. As soon as the impediment ceases, the obligation shall be performed in the agreed manner.
- 7.1.2 Circumstances giving grounds for exemption under 7.1.1 shall include, among others, war, acts of terrorism, riots, fire, natural disasters (such as severe flooding, hurricanes, earthquakes), explosions or other accidents of major scale, extensive vandalism, new laws or official regulations that prevent performance of the obligation, staff departures, labour market conflicts, serious restrictions in the supply of electricity, power or data and telecommunications, and comparable circumstances.
- 7.1.3 A Party wishing to claim exemption under 7.1.1 shall notify the other Party thereof without delay, failing which the claiming Party will not be exempted from sanctions.
- 7.1.4 Notwithstanding what is stated in this section 7.1 regarding exemption from sanctions, either Party is entitled to terminate the Licence with immediate effect if the performance of a particular obligation is delayed by more than three months.

7.2 Other limitations

- 7.2.1 In addition to what is stated in section 7.1, Ancon's liability is limited as follows.
- a) Ancon's liability for defects in the Software is limited to the Warranty provided under section 6, unless Ancon has acted with intent or gross negligence.
 - b) Ancon is not liable for damage arising from any security deficiencies on the part of the Customer and/or its subcontractor. Where it is unclear whether a security deficiency exists, ISO/IEC 27002 or a corresponding subsequent industry standard for information technology security shall serve as guidance.
 - c) Ancon disclaims liability for damage that may result directly or indirectly from operational disruptions due to planned maintenance of Ancon's and the Customer's computer systems.
 - d) Ancon is not liable for damage caused by or attributable to hardware, software or services provided free of charge to the Customer.
 - e) Ancon is not liable for damage caused by or attributable to hardware, software or services (e.g. card terminals) manufactured by a third party. Should the Customer suffer such damage, Ancon undertakes to assist the Customer in making claims against the third party. At the Customer's request, and provided that the Customer does not make a claim against Ancon, Ancon undertakes to assign to the Customer any claims Ancon may have against the third party on account of such damage.
 - f) Ancon is in no case liable for indirect damage, such as loss of profit, loss of production, costs of engaging consultants, costs of equipment and similar costs or losses.

- g) Ancon's liability for damages in the event of breach of contract is, unless Ancon has acted with intent or gross negligence, limited to an amount corresponding to any Licence Fee paid by the Customer during the last five calendar years, but not exceeding SEK 500,000.

8 Right of repossession and retention of title

- 8.1.1 Ancon reserves the right to repossess any hardware covered by the Software until the Customer has fulfilled all payment obligations under these GTC and associated agreements between the parties.

9 Loss of or damage to hardware

- 9.1.1 The Customer bears the risk for hardware provided by Ancon and is liable, regardless of fault, for loss of or damage to such hardware. If the hardware is damaged, lost or for any other reason becomes unusable, the Customer shall notify Ancon immediately. In such case, the Customer shall, at Ancon's request, provide the necessary security for the performance of its obligations under these GTC and associated agreements between the Parties. Loss of or damage to the hardware does not release the Customer from its obligations under these GTC or associated agreements. Ancon is not obliged to replace, repair or otherwise provide new hardware free of charge on account of such loss or damage.

10 Confidentiality

10.1 Confidential information

- 10.1.1 In these GTC, "Confidential Information" means any information, whether commercial, administrative, technical or of any other kind, which a Party has received from the other Party, whether or not the information has been documented, and the disclosure of which could typically cause the other Party substantial harm.
- 10.1.2 The Software contains information that constitutes Ancon's trade secrets. Such information shall be regarded as Confidential Information.

10.2 Undertaking

- 10.2.1 The Parties undertake not, at any time before or after these GTC enter into force, to disclose or reveal to any third party information relating to or constituting Confidential Information originating from or belonging to the other Party. The duty of confidentiality thus also applies after the Customer has stopped using the Licence.
- 10.2.2 The Parties undertake to ensure that their Users, employees, consultants and board members do not pass on Confidential Information to outsiders.
- 10.2.3 A Party's confidentiality obligations do not apply to information which
 - a) is used to fulfil an agreed obligation under these GTC or another agreement between the Parties; or
 - b) is generally known or becomes generally known other than through the Party's breach of contract; or
 - c) the Party has received or later receives from a third party without being bound by a duty of confidentiality towards that third party; or
 - d) the Party has received prior written approval from the other Party to disclose to a third party; or
 - e) is disclosed in accordance with an order from an authority or court; or
 - f) is disclosed during mediation, arbitration or legal proceedings; or
 - g) is disclosed to the Party's financial and/or legal advisers, provided that such adviser is bound by confidentiality to the same extent as the Party is under these GTC.

The Party bears the burden of proof that an exception under a)-g) applies.

11 Assignment

11.1 Customer

- 11.1.1 The Customer may not, without Ancon's prior written approval, in whole or in part, assign, copy, rent out, lend, sell or otherwise dispose of or make the Software available to a third party. Nor may the Customer assign rights or obligations

under the Licence to a third party or export the Software without Ancon's prior written approval. The same applies if the Customer becomes subject to a merger or division or is declared bankrupt.

11.2 Ancon

- 11.2.1 Ancon is entitled, without the Customer's consent, to assign its rights and obligations under these GTC to another company within the group to which Ancon belongs.

12 Governing law and disputes

12.1 Governing law

- 12.1.1 All dealings between the Parties connected with these GTC, the use of the Software or the Licence, or related legal relationships, shall be determined in their entirety in accordance with Swedish law.

12.2 Disputes

- 12.2.1 Disputes under 12.1.1 shall be finally settled in accordance with the rules on mediation and arbitration of the Arbitration Board of the West Sweden Chamber of Commerce (Västsvenska Handelskammarens Förtroenderåd).
- 12.2.2 Notwithstanding 12.2.1, a Party may request that a dispute in which the value of the claim does not exceed two price base amounts under the Swedish Social Insurance Code (SFS 2010:110) shall instead be settled by the Uddevalla District Court, in which case the Parties agree that the court may consist of a single judge at the main hearing. The Parties agree that judgments and decisions of the District Court shall not be appealed.

13 Special terms

13.1 Ancon Guest

- 13.1.1 Ancon Guest is being phased out and is provided after 31 July 2019 with limited rights for the Customer. Extended support is provided to Customers who purchased a Licence for Ancon Guest after 31 July 2015 for a maximum of 48 months after the date of purchase, but no later than 15 June 2020. Since Ancon Guest is being phased out, the Customer cannot assert rights under section 3.1 or warranty undertakings under section 6 in respect of Ancon Guest.
- 13.1.2 It is the Customer's responsibility to ensure that well-functioning routines are in place for continuous backup of the Customer's data and that such backed-up data is stored securely on an ongoing basis. Ancon does not undertake to manage such backup routines and is not liable for damage resulting from the loss of or impact on the Customer's data.

13.2 Ancon G2

- 13.2.1 Ancon G2 is being phased out and will be shut down after 31 December 2026. After this date, the system is provided to a limited extent and with limited rights for the Customer. Limited extent and limited rights shall mean that customers who purchased Ancon G2/Sharp Dining after 31 December 2023 and up to 30 June 2024 have an extended right to use the licence, for a maximum of 36 months after the date of purchase and no later than 30 June 2027. Since Ancon G2/Sharp Dining is being phased out, the Customer cannot assert rights under section 3.1 or warranty undertakings under section 6 in respect of Ancon G2/Sharp Dining.
- 13.2.2 Unless otherwise agreed in writing, the Licence for Ancon G2 applies from the purchase of the Licence and runs for 12 months at a time. The Licence is then automatically extended by 12 months at a time unless terminated in accordance with section 2.6.
- 13.2.3 The Licence for Ancon G2 includes
- a) 24/7 support in the event of critical operational disruptions via telephone and the internet
 - b) user support via telephone and the internet on weekdays, excluding public holidays, between 08:00 and 17:00.
- 13.2.4 Ancon reserves the right to charge the Customer, in accordance with the price list applicable at the time, for support relating to Ancon G2 outside the scope stated in 13.2.3, e.g. for user questions outside weekdays (excluding public holidays) between 08:00 and 17:00.

- 13.2.5 It is the Customer's responsibility to ensure that well-functioning routines are in place for continuous backup of the Customer's data and that such backed-up data is stored securely on an ongoing basis. Ancon does not undertake to manage such backup routines and is not liable for damage resulting from the loss of or impact on the Customer's data.

13.3 Ancon Cloud

- 13.3.1 Unless otherwise agreed in writing, the Licence for Ancon Cloud applies from the purchase of the Licence and runs for 12 months at a time. The Licence is then automatically extended by 12 months at a time unless terminated in accordance with section 2.6.
- 13.3.2 The Licence for Ancon Cloud includes
- a) 24/7 support in the event of critical operational disruptions via telephone and the internet
 - b) user support via telephone and the internet on weekdays, excluding public holidays, between 08:00 and 17:00.
- 13.3.3 Ancon reserves the right to charge the Customer, in accordance with the price list applicable at the time, for support relating to Ancon Cloud outside the scope stated in 13.3.2, e.g. for user questions outside weekdays (excluding public holidays) between 08:00 and 17:00.
- 13.3.4 Ancon Cloud is not to be regarded as an update to Ancon G2; these are two different software products. Ancon Cloud is covered by the rights under section 3.1 and Ancon's warranty undertakings under section 6.

13.4 Ancon MCP

- 13.4.1 Ancon MCP is a function that enables the Customer, through a third-party application, AI service or language model, to access information in and, to the extent the function permits, perform actions in the Software via MCP or API. The function may only be activated and used by the Customer or an authorised User.
- 13.4.2 Every request or action made through a connection activated by the Customer and with the authentication credentials of the Customer or an authorised User shall be deemed to constitute an instruction from the Customer to Ancon. The Customer is responsible for administering permissions, authentication credentials and access levels, and for promptly revoking access that should no longer apply.
- 13.4.3 The Customer selects and is responsible for the third-party application, AI service or language model that is connected. The Customer is responsible for ensuring that there is a legal basis for the transfer and further processing of personal data, that the data subjects concerned have received the necessary information, that the necessary data processing agreements and safeguards for transfers to third countries are in place, and that appropriate settings for the storage of data and the use of data for model training are applied.
- 13.4.4 The Customer understands that answers, analyses, recommendations and other results from an AI service or language model may be incorrect, incomplete or misleading. The Customer is responsible for ensuring that such results are checked before they are used for decisions or actions. The Customer is also responsible for the consequences of commands and changes initiated through a connected third-party service, including changes to menus, prices and other information in the Software.
- 13.4.5 Ancon is not responsible for the availability, functioning, security, data processing or results of the third-party service. Ancon remains responsible for the part of the processing and security that takes place within the Software and Ancon's MCP server until the data has been transferred in accordance with the Customer's instructions.
- 13.4.6 Ancon is entitled to restrict, temporarily suspend or terminate an MCP or API connection if Ancon reasonably considers that the connection poses a security risk, is used in breach of these GTC or applicable law, jeopardises the functioning of the Software or may cause harm to Ancon, the Customer or a third party.