

Rev. 5 - 20210414

1. INTRODUCTION AND OBJECTIVE

- 1.1 Optiqo Swedens AB's Terms and Conditions Agreement shall apply when the parties have agreed so in writing. The Terms and Conditions stipulates the service, the cooperation and the business relationship between the Customer and Optiqo Sweden AB (the Supplier).

2. SCOPE

- 2.1 The Supplier hereby grants the Customer a non-exclusive license to use the products (the Products) from the Supplier for the Customer's enterprise.
- 2.2 In the case the Hardware is rented by the Customer from the Supplier. The Hardware is owned by the Supplier and shall at all times be marked as the property of the Supplier. The Customer is obligated to handle the Hardware with care.
- 2.3 The Supplier reserve the right to, at any time and without prior information, change the layout of the Optiqo software systems like Mobile Applications, Webb based system and/or Dashboards, it's functions, technical specifications and other functions etc.
- 2.4 The Software from the Supplier is normally available at all times (24/7/365). The Supplier has the right to take measures which effect the abovementioned availability, if the Supplier deems it necessary due to technical, service, operational or security reasons. The Customer is also aware of and acknowledge that the Customer's connection to the Internet and the Mobile connectivity cannot be guaranteed by the Supplier and the Supplier is in no way responsible for shortcomings in the Customer's own Internet connection or Mobile connectivity or equipment or any malfunctions or disruptions outside of the Suppliers control.
- 2.5 The Supplier has the right to appoint sub-suppliers to provide the service in this Agreement. The Supplier is responsible for sub-suppliers work as if the work and services were provided by the Supplier.
- 2.6 The Products functions are specified at www.optiqo.com. Upon delivery, the functions shall be tested by the Customer and any shortcomings shall be reported within 5 business days from delivery. Approved test result or failure to produce a report within the abovementioned time shall be considered as confirmation of delivery.
- 2.7 Batteries needed to operate some of the Products are not included in the scope.
- 2.8 Upon delivery of the Hardware or addition to the Hardware a receipt shall be signed by the Customer.

3. REMUNERATION AND PAYMENT

- 3.1 The Customer shall pay the license and/or rent fees according to the *Quote and Order Form* to the Supplier.
- 3.2 Payment of the license and the rent shall be submitted in advance and 30 days after the date of invoice.
- 3.3 Invoices must be sent via e-mail and will be regarded as having reached the Customer on the first working day after it was sent.

- 3.4 In the event of late payment, penalty interest shall be paid per annum at an interest rate under the Interest Act (1975:635).
- 3.5 If the Customer has not paid license costs on the fixed date, then the Supplier has the right to shut down the current customer account until payment has been received.

4. TRAINING AND ONBOARDING

- 4.1 The Supplier shall supply training of the Customer's personnel according to the *Quote and Order Form*.
- 4.2 The Customer shall have the right to order training in excess of the abovementioned and against remuneration according to the *Quote Order Form*.

5. SUPPORT

- 5.1 The Supplier shall provide support online regarding the productions during normal business hours at the Supplier.
- 5.2 The Customer sends Support requests to the Supplier by filling in the form at www.optiqo.com

6. THE CUSTOMER'S OBLIGATIONS

- 6.1 The Customer is aware and acknowledge that it is not allowed to use the Products in any way against the law, court rulings or convention of the business.
- 6.2 The Customer agree that only personnel who accepted the end user agreement shall be entitled to use the Products.
- 6.3 It is the responsibility of the Customer to inform the Supplier of any suspicion that the terms of the Agreement have been breached.

7. RESPONSIBILITY FOR ERRORS

- 7.1 Errors in the Suppliers products after acceptance shall be subject to the Supplier's remedy without delay after support claim from the Customer. Remedy shall be subject to the conditions in the operation undertaking for the Supplier according to this Agreement.
- 7.2 The Supplier is not responsible for errors due to:
- a) Usage contrary to the product documentation or this Agreement;
 - b) Usage of the Products for other than its intended purposes; or
 - c) Changes made by the Customer without the Suppliers previous written consent.
- 7.3 Apart from the remedy of errors, the Supplier offers no other warranties or promises, either expressed or implied, through law or otherwise, regarding the Products including quality, faultless, performance, usefulness or suitability.

8. RESPONSIBILITY FOR HARDWARE

- 8.1 Repairs as a result of natural wear and tear shall be held by the Supplier. Any repairs not caused by natural wear and tear shall be held by the Customer.

9. OWNERSHIP AND INFRINGEMENT IN THIRD PARTIES RIGHTS

- 9.1 The Supplier has the copyright and the ownership to all intangible rights and technical solutions regarding the Products. The Customer is granted a non-exclusive license to use the Products in accordance with this Agreement.
- 9.2 All material, downloaded, transferred, publicly posted or added to the service by the Customer and/or its personnel, shall remain the Customer's property or the rightful owners property. The Supplier has no responsibility regarding such material.
- 9.3 The Customer is responsible for the personal data and personal information stored by the Customer or its personnel's during use of the Products. In the event the Supplier assume any work with the personal data the Supplier acts as an assistant toward the Customer and shall treat the personal data in accordance with the instruction from the Customer.
- 9.4 Personal data stored within the Products shall be treated confidential and not submitted to any third party. The Customer shall if necessary, obtain approval for the Supplier's handling of personal data.

10. CONFIDENTIALITY

- 10.1 Each party agrees that during the term of the Agreement and for a time period of two years after the termination of the Agreement not to reveal confidential information to third parties, which the party obtains from the other party or which arises during the term of the Agreement.
- 10.2 Confidential information refers in this agreement to any item of information – technical, commercial or of any other nature – regardless of whether or not such information has been documented, with the exception of:

information, which is generally known or which becomes a matter of general knowledge in a manner other than through Party's breach of the provisions of the agreement;

information, which the Party can prove that he had possessed before he received it from the other Party;

information, which the Party received or will receive from a third party when the Party does not have a duty of secrecy to such party; or

information, which the Party is obliged by law, court order, stock exchange rules or similar to disclose.

In cases referred to above, a party is not however entitled to reveal to third parties that the same information has been received from the other party pursuant to this agreement.

- 10.3 Each party agrees to ensure that his employees, consultants and board members do not disclose confidential information to third parties. Each party is thus under a duty to ensure that employees who can be expected to come into contact with information of a confidential nature are required to keep such information secret to the same extent that this agreement requires the party himself to do so.
- 10.4 Each party undertakes to adhere to the other party's instructions regarding data security.

11. INSURANCE

- 11.1 If nothing else is agreed in the *Quote and Order Form*, the Customer is obligated to keep the Hardware fully insured against damage, destruction or theft. The Customer shall, at the request of the Supplier, show evidence of such insurance. The Customer hereby accept full responsibility for damages, destruction or theft of the Hardware if such loss is not covered by the Customer's insurance and shall in such case indemnify the Supplier.

12. DELIVERY TERMS

- 12.1 The delivery time and place must be stated by the Supplier on the order confirmation.

13. DELAYS

- 13.1 If the Supplier becomes aware that he will not be able to deliver the products at the time that is stated in point 12.1, then he must immediately inform the Customer and state in writing, if possible, the new time for delivery.
- 13.2 If the Supplier fails to provide such notice, then the Customer has the right to compensation for any additional costs that he incurs and that he could have avoided had he received such notice.

14. PRODUCT LIABILITY

- 14.1 The Supplier guarantees that the products are free from defects in design, material or manufacturing defects during a period of three (3) months from the purchase date.
- 14.2 The supplier is only liable if the defect is shown during normal use of the product.
- 14.3 The Supplier's liability does not cover normal wear.
- 14.4 The Customer must, without undue delay, inform the Supplier in writing for each defect that arises. Under no circumstances may notice be given later than a week after the end of the period that is stated in paragraph 14.1. If the Customer fails to inform the Supplier in writing for a defect within the above time frame, then he loses his right in clause 14.5.
- 14.5 The supplier will replace or repair the defective product.

15. DAMAGE THAT IS CAUSED BY THE PRODUCTS

- 15.1 The supplier may not be held liable for any damage to property that is caused by the products after they have been delivered and even if they are in the possession of the Customer. If the Supplier takes responsibility upon himself toward a third party for such damage to property that is described in the previous paragraph, then the Customer is responsible for any compensation and must hold the Supplier free from liability.

16. RETURN OF PRODUCTS

- 16.1 The Supplier will only approve return/exchange of products if the products are still in the Supplier's product range and that products are not specifically for the territory or the Customer.
- 16.2 The Customer is liable for all freight costs in association with the return.
- 16.3 All products must be sent to Optiqo Sweden AB, Roxviksgatan 8A, 582 73 Linköping, Sweden.

- 16.4 If returned products do not fulfil the requirements that are stated above, then the products will be sent back to the Customer cash on delivery (C.O.D.).

17. FORCE MAJEURE

- 17.1 Each party shall have the right to cease fulfilment of his obligations in accordance with the agreement in the extent that such performance is hindered or made unreasonably burdensome due to any of the following circumstances: labor conflict and every other circumstance outside of the parties' control such as fire, war, comprehensive military mobilization, uprising, seizure, embargo, limitations in the use of power and defects or delays in deliveries from sub suppliers that are caused by such circumstances that are referred to in this point. A circumstance that is referred to in this point, whether it has taken place before or after formation of the contract, shall give the right to compensation only if its effect on performance of the contract could not be predicted at the point in time for formation of the contract.
- 17.2 The party that alleges he is affected by Force Majeure shall inform the other party in writing without undue delay. If Force Majeure prevents the Customer from fulfilling his obligations, then he must compensate the Supplier for expenses to secure and protect the Product.
- 17.3 Regardless of what is otherwise stated in these general conditions, each party has the right to terminate the agreement through written notice to the other party, if fulfilment of the agreement is delayed in accordance with point 17.1 for more than six months.

18. LIABILITY FOR LOSSES

- 18.1 If nothing else is stated in these general conditions there may not be any liability for either party toward the other party for loss of production, missing profit, loss of contract or for any other consequential damage or indirect loss that arises during the contract period.

19. THE SUPPLIERS BREACH OF THE AGREEMENT

- 19.1 If the Supplier materially violates a provision of this Agreement, and if the Supplier does not remedy such breach within 30 days from receipt of notice thereof, the Customer shall be entitled to compensation for damages caused by such violation.
- 19.2 Damages shall not be payable for indirect losses such as loss of production or lost profits nor for any claim from third party.
- 19.3 The Supplier's responsibility for damages is limited to an amount equal to the total remuneration paid by the Customer to the Supplier during the last twelve months.
- 19.4 The limitations concerning damages in this section shall not apply in the event the damage is caused by willful act or gross negligence by the Supplier or in case of a breach of infringement in third parties rights in section 9 or the confidentiality in section 10.
- 19.5 If remedy does not occur within the abovementioned time period and the breach is essential to the Customer, the Customer is entitled to rescind the Agreement.

20. THE CUSTOMER'S BREACH OF THE AGREEMENT

- 20.1 If the Customer materially violates a provision of this Agreement, and if the Customer does not remedy such breach within 30 days from receipt of notice thereof, the Supplier shall be entitled to compensation for damages caused by such violation.

- 20.2 Damages shall not be payable for indirect losses such as loss of production or lost profits nor for any claim from third party.
- 20.3 The Customer's responsibility for damages is limited to an amount equal to the total value of the Agreement calculated from the first day of the Agreement until the last no matter when the damage arose and without reduction for previously paid remunerations.
- 20.4 The limitations concerning damages in this section shall not apply in the event the damage is caused by willful act or gross negligence by the Customer or in case of a breach of infringement in third parties rights in section 9 or the confidentiality in section 10.
- 20.5 If remedy does not occur within the abovementioned time period and the breach is essential to the Supplier, the Supplier is entitled to rescind the Agreement.

21. INSOLVENCY OF A PARTY

- 21.1 Each party is entitled to rescind the Agreement in the event that the other party is declared bankrupt, enters into composition proceedings or liquidation or can otherwise be assumed to have become insolvent.

22. COMPLAINT AND LIMITATION

- 22.1 A Party shall file a written complaint regarding the other Party's breach of this Agreement without delay.
- 22.2 A Party's right to claim compensation for any damages is subject to a written complaint being made no later than three (3) months from the time the breach or damage was identified or should have been identified.

23. DATA PROCESSING AND PRIVACY POLICY

- 23.1 The Supplier's policy for Data Processing and Privacy can be found at <https://www.iubenda.com/privacy-policy/15741504/legal>

24. TERM

- 24.1 This Agreement enters into force on upon signing of the *Quote and Order Form* and remains in during the Term stipulated in the *Quote and Order Form*.

25. CONSEQUENCES OF TERMINATION

- 25.1 Upon termination or expiration of this Agreement, all rights granted to the Customer shall forthwith terminate, and the Customer shall cease the use of the Products and return or disintegrate all documentation and other material.
- 25.2 All Hardware shall be returned to the Supplier. The Hardware returned shall, taken into account normal wear and tear, be in good condition.

26. ARBITRATION AND GOVERNING LAW

- 26.1 Any dispute between the parties in connection with this Agreement which cannot be amicably resolved shall be finally settled by arbitration under the rules of Stockholm Chamber of Commerce. The governing law shall be Swedish law and the place of arbitration shall be Stockholm. The language to be used shall be English.
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