

TERMS OF USE – Cloud-based solution

These terms, including any specification or other detailed descriptions of functionalities made available to you, (jointly, the "**Terms**"), constitute the agreement between you, duly acting on behalf of a corporation or other legal entity, and Roxtec International AB ("**Roxtec**"). The Terms apply to your use of all current and future cloud-based software of Roxtec, including all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications (jointly, the "**Software**"). By using the Software, you accept to be legally bound by the Terms, so you are kindly instructed to read the Terms carefully before using the Software.

1. USER REGISTRATION AND RESPONSIBILITIES

All data, including passwords, account information and all other information which you provide voluntarily to us in connection with your use or intended use of the Software ("**User Data**"), is stored and processed on our servers or servers hosted by a third-party provider. You are solely responsible for all aspects of the User Data you submit and content created, including your password and account information, in the course of registering for and using the Software. You are responsible for monitoring all the activities that occur under your username/password and you are further responsible for notifying Roxtec immediately in the event of any unauthorized use of any password or account or any other known or suspected breach of security. You represent and warrant to Roxtec that you have the requisite rights to submit, post, reproduce, publish, distribute and otherwise transmit all content through the Software. By creating or otherwise making content available to Roxtec using the Software, you (a) acknowledge and agree that the provided information does not infringe or violate other parties' intellectual property, privacy or publicity rights; and (b) acknowledge and agree that the provided information is not confidential. You may not use any third parties' names, trademarks and/or other properties without their express authorization, and you may not do anything that would prevent other users to access or use the Software. By using the Software, you agree to indemnify, defend and hold Roxtec harmless from all damages, costs and expenses arising out of any claims for infringement of intellectual property rights or otherwise relating to any materials submitted by you.

In addition to individual accounts, the Software supports collaboration between accounts ("Groups"), which allow a company, corporation, or other legal entity ("Organization") to manage multiple individual accounts within a single, centralized group of accounts. A Group serves as a central management for multiple individual accounts ("sub-accounts") within the Organization, managed by an appointed Organization administrator (the "Administrator"). The designations for "Groups", "Organization", "Sub-accounts" and "Administrator" are subject to variation based on the Software.

The Administrator is responsible for managing, and overseeing individual user accounts under the organization. Organizational accounts have administrative rights, including permissions to add and remove sub-accounts from the Group, view relevant data within the Group, and set usage permissions. Roxtec holds the same rights as the Administrator, including the ability to access and modify data associated with sub-accounts as needed for support, compliance, and security purposes, in accordance with these Terms. Roxtec may also grant administrator's rights to a Sub-account within the Group in the event of an administration vacancy of a Group, provided that such account uses an email address with the same domain name as the previous Administrator of that Group. Each Organization is responsible for maintaining accurate records of active users and ensuring that all individual users comply with these Terms. The Organization is also responsible for monitoring all activities that occur under its Group and for notifying Roxtec immediately in the event of any unauthorized use of any password or account or any other known or suspected breach of security.

2. USER DATA

By creating or otherwise making User Data or other content available to Roxtec using the Software you grant (or warrant that the owner of the following rights has expressly granted) Roxtec an irrevocable right to store, display, view and download any such information for troubleshooting, support and statistical purposes as well as within the framework of Roxtec's product development activities. Any content available in the Software at the date of termination of your use hereof will be saved and, for as long as the Software is made generally available by Roxtec, accessible to you as read only data.

Groups accounts grant the Administrator access to view and manage certain data shared by users within the Group. This access is limited to data relevant for administrative functions, technical support, and compliance. Roxtec retains the right to limit certain user data visibility to protect individual privacy. The Administrator agrees to maintain secure handling of all user data and prevent unauthorized data sharing outside the organization.

Roxtec will not transmit any User Data to third parties without your express consent. Roxtec may, however, provide User Data to third parties that assist us with the operation of the Software or other business activities related to your use of the Software. Such third parties will be bound by confidentiality undertakings and will be authorized to use the User Data only as necessary to provide such services to us.

3. PROVISION AND USE OF THE SOFTWARE

Roxtec will, subject to your payment of the fees for the Software and use of the Software in accordance with the Terms, (i) provide the Software in accordance with the Terms and (ii) use commercially reasonable efforts to maintain the availability of the Software without interruptions.

Roxtec reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Software (or any part thereof), provided that such modification, update and/or upgrade does not diminish the overall functionality of the Software.

In order to use the Software, you must, apart from meeting basic functional requirements for access to and use of cloud-services, have or obtain access to the World Wide Web, either directly or through devices that can access web-based content such as the Software. Your use of the Software through mobile applications (such as through a Roxtec iOS or Android app) might require you to accept third party terms and conditions pertaining to your use of such third party's services (such as an app store). Roxtec is not part of any separate agreement between you and any such third party and hereby disclaims any responsibility in relation to such third party services, including the availability thereof.

You agree that Roxtec may, with, if reasonably practical, prior notice to you, suspend your access to the Software if Roxtec reasonably concludes that your use of the Software is causing immediate and/or ongoing harm to Roxtec or others. Roxtec shall use commercially reasonable efforts to resolve the issues causing the suspension of access to the Software. Consequently, you agree that Roxtec will not be liable to you or any third parties for any suspension of access to the Software under such circumstances as described in the foregoing.

By creating and managing a Group, the Organization accepts responsibility for the actions of individual users operating under its Group. Roxtec reserves the right to hold the organization liable for breaches of the Terms by individual users operating under its Group. The Organization agrees to educate its users on the requirements of these Terms and ensure compliance. In the event of a Terms violation, Roxtec may terminate the Organization's access, including the Group and all linked sub-accounts.

If you encounter issues with the Software or otherwise require support, please contact [your Roxtec Account Manager](#).

4. FEES AND PAYMENT

Applicable fees, if any, and payment terms for access to and use of the Software, are available in the price list for the relevant Software.

You are responsible for providing Roxtec with complete, accurate and up to date billing and contact information. Termination of your use of paid Software must be made no later than ten (10) days prior to next due date for payment. You acknowledge and agree that any payment obligations are non-cancellable and fees paid are non-refundable. Any fees owed by you at the time of termination of your use of the Software, howsoever occasioned, will be due and payable immediately upon first demand from Roxtec.

Roxtec may change the fees for the Software from time to time and will communicate any price changes to you in advance and, if applicable, how to accept such changes. Subject to applicable law, you are deemed to have accepted the price change by continuing to use the Software after the price change takes effect.

If any invoiced fees are not received from you on the due date, then, without limiting Roxtec's other rights and remedies, Roxtec shall be entitled to late payment interest which shall accrue at the maximum rate permitted by applicable law, from the date such payment was due until the date paid.

In the event fees for the Software are not received from you on the due date, Roxtec may, at its own discretion and without limiting Roxtec's other rights and remedies, discontinue your access to the Software until such amounts are paid.

The fees are exclusive of all taxes, duties, levies or similar governmental assessments of any kind. You are solely responsible for paying all taxes and such other assessments associated with your purchases under the Terms.

5. WARRANTIES AND LIABILITIES

The Software has been reviewed by professionals with the expertise required to provide you with complete, accurate and reliable information. However, Roxtec makes no representations or warranties, expressed or implied, regarding the use of the Software or the use or interpretation of any information stored on, generated by or received through the Software. Neither the system operators or developers of the Software nor anyone else connected to the Software assumes any responsibility for the results or consequences of any attempt to use or adopt any of the information or disinformation presented on the Software. You acknowledge that you must evaluate yourself, and bear all risks associated with, the use of any content or information, including any reliance on the accuracy, completeness, or usefulness of such content or information. Roxtec does not assume any responsibility in relation to any servers making the Software available that such servers will be error, virus or bug free and you accept that it is your responsibility to make adequate provision for protection against such threats. You are hereby recommended to scan any files before downloading. Roxtec does not assume any liability for any direct or indirect loss, destruction, deletion or failure to store any User Data or otherwise arising out of your failure to comply with your obligations. THE SOFTWARE IS PROVIDED "AS IS"

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RELATIONSHIPS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, RESULTING FROM ANY USE OF THE SOFTWARE, ANY RESULTS OBTAINED THEREFROM OR THE SOFTWARE BEING UNAVAILABLE DUE TO TECHNICAL ISSUES. ROXTEC SHALL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT FOR WHERE CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF THE UNAUTHORIZED ACCESS TO OR USE OF ROXTEC'S SECURE SERVERS AND/ OR THE INFORMATION STORED THEREIN. By using the Software, including downloading any content deriving from the Software, you agree to the exclusions and limitations of liability stated above and accept them as reasonable. You should not use this Software if you do not agree hereto.

6. PARTIAL INVADILITY - WAIVER

If any of the provisions in the Terms are found to be unenforceable under applicable law, that shall have no bearing on the enforceability of the rest of the Terms. The failure of Roxtec to exercise or enforce any right of the Terms shall not constitute a waiver of such right.

7. INTELLECTUAL PROPERTY RIGHTS AND SECRECY

All intellectual property rights in relation to the Software, including any software and/or website content that is made available by Roxtec to download from the server hosting the Software, are reserved and owned by Roxtec and/or its third party licensors. Any designs, drawings or specifications, in whatever form, generated by the Software is confidential information and may only be used for the purpose of completing installation of and managing Roxtec's products. You agree not to disclose and ensure that your employees, consultants and board members do not disclose confidential information which arises during the use of the Software to third parties (including but not limited to companies that in any way can be seen as competitors to Roxtec or companies which are suppliers of alternative cable/pipe transit solutions). You are thus under a duty to ensure that parties 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 the Terms requires you to do so. USE OF INFORMATION GENERATED BY THE SOFTWARE FOR ANY UNAUTHORIZED PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF ROXTEC IS EXPRESSLY PROHIBITED.

8. THIRD PARTY RIGHTS

You acknowledge and agree that any app store providers are intended beneficiaries of these Terms and have the right to enforce relevant parts of the Terms directly against

you. However, the right to terminate these Terms or to agree to any variation hereof is not subject to the consent of any other party than Roxtec and you.

If you have downloaded a Roxtec iOS app from the Apple, Inc. (together with its affiliates, “**Apple**”) App Store or if you are using a Roxtec iOS app on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are entered into between you and Roxtec only, not with Apple, and Apple is not responsible for the Software and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software. In the event of any failure of the Software to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Roxtec iOS app, if any, to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Software. Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including: (1) product liability claims; (2) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Software and/or your possession and use of the Roxtec iOS app infringe that third party’s intellectual property rights. You agree to comply with any applicable third-party terms, when using the Software. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. TERM AND TERMINATION

The Terms will continue to apply to your use of the Software until terminated by either Roxtec or you. Roxtec may terminate or suspend your access to the Software in the event of your actual or suspected unauthorized use of the Software or otherwise due to a breach or a reasonably anticipated breach of the Terms. You may terminate your use of the Software by terminating your account, in accordance with the instructions in the Terms or the Software. You acknowledge and agree that Roxtec shall have no obligation to refund any amounts already paid by you in the event of termination of the Terms, howsoever such termination is occasioned.

10. LAWS AND JURISDICTION

The Terms and its contents shall be interpreted and governed by Swedish law (without regard to its conflicts of law provisions), and any disputes in relation hereto are subject to the exclusive jurisdiction of the courts in Sweden.

DATA PROTECTION AND GDPR

Roxtec processes personal data in compliance with the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the directive 95/46/EC (“General Data Protection Regulation”, GDPR) and relevant data protection laws. Roxtec collects, stores, and processes personal data as necessary to provide and support the Software and to meet legal obligations. Roxtec implements appropriate technical and organizational measures to ensure the security of personal data against unauthorized access, loss, or misuse. Roxtec will notify affected users and relevant authorities in the event of a personal data breach where required by GDPR.

Information regarding the processing of your personal data in connection with your use of the Software is provided in our Privacy Policy, available at <https://www.roxtec.com/en/about-us/about-roxtec/privacy-cookie-information/>

11. VARIATIONS

Roxtec reserves the right to revise and amend the Terms from time to time and any revised version will be deemed to be applicable from the first date of publication.

12. CONTACT

If you have any questions or concerns in relation to the Terms, please contact your Roxtec Account Manager .