

**Terms of Service
for SPC Connect**

Effective Date: 01.06.2021

§ 1 Scope of application

1. The following Terms of Service are valid for the SPC Connect Software Service and accompanying services provided by Vanderbilt International (SWE) AB (hereinafter referred to as “Vanderbilt”) to End-Users and/or Service-Providers.
2. For the purposes of these Terms of Service
 - a) the “SPC Connect Software Service” shall mean the cloud-based solution designed for monitoring, managing and maintaining SPC Panels remotely; at present, the SPC Connect Software Service comprises a web-application (via internet-browser) as well as mobile apps for the android and the apple platforms;
 - b) an “SPC Panel” shall comprise of at least one piece of SPC panel hardware manufactured or distributed by the ACRE-Group of companies (see <https://acre-co.com/>);
 - c) “End-Users” shall mean individuals or entities, who use the SPC Connect Software Service to monitor, manage and maintain an SPC Panel on their own behalf;
 - d) “Service-Providers” shall mean individuals or entities, who use the SPC Connect Software Service to monitor, manage and maintain SPC Panels on behalf of third parties or to assist third parties in doing so; and
 - e) “Customers” shall mean either End-Users or Service-Providers respectively.
3. These Terms of Service shall overrule any offer, order, acknowledgement or other similar document or agreement which contain deviating terms and conditions or refers to other terms and conditions than these Terms of Service, including the Customer’s general terms and conditions.

§ 2 Scope of Services

1. Vanderbilt shall provide the SPC Connect Software Service according to Vanderbilt’s service specifications, unless otherwise agreed. Notwithstanding the foregoing, Vanderbilt may continuously develop the SPC Connect Software Service, without being obliged to do so. This shall be done, among other things, in order to take into account technical progress, to improve the security, functionality and operability of the SPC Connect Software Service or to ensure

compliance with applicable law ("Continuous Innovation"). Such changes shall be permissible without the consent of the Customer if the subject and performance of the SPC Connect Software Service are at least maintained and the interests of the Customer are not unreasonably impaired. Vanderbilt shall regularly inform about the Continuous Innovation, e.g. by e-mail, by release notes or within the SPC Connect Software Service itself.

2. According to applicable service specifications, the system availability of the SPC Connect Software Service includes regularly scheduled maintenance periods during which there is no obligation to perform.
3. The place of performance and transfer of risk for the SPC Connect Software Service is at the transfer point of the Internet connection of the respective server used by Vanderbilt to provide the SPC Connect Software Service.

§ 3 Right of use

1. The End-User and/or the End-User's employees, if any, shall be granted a non-exclusive right to use the SPC Connect Software Service to monitor, manage and maintain an SPC Panel on his own behalf, provided he and/or his employees as well as the respective SPC Panel are registered in the SPC Connect Software Service.
2. The Service-Provider and/or the Service-Provider's employees, if any, shall be granted a non-exclusive right to use the SPC Connect Software Service to monitor, manage and maintain SPC Panels on behalf of third parties or to assist third parties in doing so, provided he and/or his employees as well as the respective SPC Panels and third parties are registered in the SPC Connect Software Service. For the avoidance of doubt, the Service-Provider may or may not charge these third parties for his services.
3. With respect to the SPC Connect Software Service mobile apps the right to use shall include downloading, installing and running these apps for the purposes mentioned in paragraphs 1. and 2. above.
4. The right to use the SPC Connect Software Service is not transferable and does not entitle the End-User or Service-Provider to grant rights thereto to third parties.
5. Use of the SPC Connect Software Service for purposes other than the ones described above is prohibited. In particular the Customer must not copy, use, distribute or otherwise make available any and all content of the SPC Connect Software Service, including but not limited to software, pictures, graphs, texts and/or trademarks.

§ 4 Remuneration

1. For End-Users the SPC Connect Software Service shall be free of charge, unless otherwise agreed upon.
2. For Service-Providers the SPC Connect Software Service shall be charged according to the applicable subscription plan or other price agreed upon.
3. Recurring subscription fees shall be payable in advance during the first two weeks of each subscription period.

4. All prices are exclusive of VAT, other taxes and/or official duties, which shall be paid in addition to the prices, if applicable.
5. If the Customer is in default with payment of due remuneration, Vanderbilt shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment. In case of late payment Vanderbilt may, after having notified the Customer, suspend its performance of the contract until receipt of payment or terminate the contract and claim compensation for the loss Vanderbilt has incurred.
6. The Customer may not, based on a claim that it has against Vanderbilt, retain all or a portion of the amount due, nor offset any of that payment, without Vanderbilt's prior approval.

§ 5 Data protection and commissioned data processing

The Parties will execute a separate "Contract on the Processing of Data" regarding the processing of personal data of the Customer and of its clients, if any.

§ 6 Obligations of the Customer

1. The Customer undertakes to use the SPC Connect Software Service for legal purposes or services only. In doing so, he shall observe the laws of Sweden as well as the laws of those countries, in which the Customer is located, as well as the laws of those countries, in which the respective SPC Panel(s) and/or serviced third parties are located.
2. The Customer shall indemnify Vanderbilt, its affiliated companies as well as its suppliers from claims asserted by third parties due to the infringement of rights, in particular copyrights, industrial property rights or personal data rights, insofar as the infringement was caused by the Customer or its employees.

§ 7 Warranty

1. The Customer shall without undue delay notify Vanderbilt of any errors which appears in the SPC Connect Software Service. Such notice shall under no circumstance be given later than two (2) weeks after the occurrence of the error. If the Customer fails to notify Vanderbilt within the aforementioned time limit, the Customer loses its rights under the warranty.
2. Vanderbilt shall handle any errors within reasonable time. Error handling within the meaning of this Agreement includes the delimitation of the cause of the error, the error diagnosis as well as the elimination of the error or the avoidance of its effects impairing the functionality of the SPC Connect Software Service. Error handling may, in particular, be provided in the form of patches, updates or upgrades, instructions on how to circumvent the error or, after consultation with the Customer, also by providing a more recent major version of the SPC Connect Software Service. Vanderbilt shall decide at its own discretion, on the basis of a professional assessment, on the type and scope of the error handling to be provided, whereby Vanderbilt shall take into account the Customer's interest in the functionality of the SPC Connect Software Service.

3. The Customer shall immediately inform Vanderbilt of any claim asserting that Vanderbilt's SPC Connect Software Service infringe the copyrights or industrial and intellectual property rights of a third party. In such case and provided that Vanderbilt has had a reasonable opportunity to present its case, Vanderbilt shall in its sole discretion obtain for the customer the right to use the SPC Connect Software Service, modify the SPC Connect Software Service in such a way that the infringement is eliminated, replace the SPC Connect Software Service with another service of corresponding quality and efficiency or terminate the SPC Connect Software Service and refund its remuneration minus a reasonable deduction for the interim use.
4. Customer claims for errors and defects in general become time-barred one year after occurrence of the error or defect. The one-year period of limitation shall not apply to liability for damage caused culpably to injury to life, body or health, or to the liability for other damage in the event of intentional breach of obligation, or in as much as Vanderbilt has maliciously failed to disclose the error or defect or given a guarantee for the quality of the object, or within the scope of a liability under product liability law.

§ 8 Limitation of Liability, Statute of Limitations

1. Vanderbilt shall be liable without restriction for culpably caused damage caused by injury to life, body or health. Vanderbilt shall also be liable without restriction in the event of intentional breach of duty, and in as much as Vanderbilt maliciously failed to disclose the defect, and to the extent of the liability under the applicable product liability law. In as much as Vanderbilt has assumed a guarantee for the quality or durability of the SPC Connect Software Service, if any, Vanderbilt shall also be liable without restriction, but only to the extent covered by the guarantee.
2. The following shall apply for other damage: Vanderbilt shall not be liable for any indirect and consequential damage, loss of profit, loss of production, interruption of operations, contractual claims of third parties, loss of use or financing expenditure. Vanderbilt's overall liability for damage, liquidated damages/ penalties, claims for compensation and indemnities, regardless of the legal basis of the claims and with reference to all incidents of damage in the contract shall in no case exceed 25.000,- EUR (in words: twentyfivethousand euros) per occurrence and in the aggregate. In any event Vanderbilt's overall liability under the contract (as set out in this clause) shall expire at the end of the applicable statute of limitations for the SPC Connect Software Service.
3. The objection of contributory negligence (e.g. violation of the Customer's obligations) remains open.
4. With regard to the liability for errors and defects in general, the period of limitations as provided for by § 7 item 4 of these Terms of Service shall apply.

§ 9 Confidentiality

1. "Confidential Information" within the meaning of these Terms of Service shall be understood to mean all information which Vanderbilt or the Customer protect against unrestricted disclosure

to third parties by means of appropriate measures, which is marked as such or which is to be regarded as confidential according to the circumstances of the disclosure or its content.

2. The Parties undertake to protect all Confidential Information of the other party obtained prior to and in the course of the performance or execution of the contract for an unlimited period of time in the same way as they protect their own comparable Confidential Information by appropriate measures and to treat it confidentially. Disclosure by the receiving party to third parties shall only be permissible to the extent necessary for the exercise of the rights of the receiving party or for the performance of the contract, and such persons are subject to confidentiality obligations substantially comparable to those set forth herein. Duplicates of Confidential Information of the respective other party shall - as far as technically possible - contain all notices and annotations regarding its confidential or secret character which are contained in the original.
3. The obligation to maintain confidentiality shall not apply to information which (a) has been independently developed by the receiving party, (b) has been lawfully provided to the receiving party by a third party without breach of this Agreement or any other agreement, (c) was known to the receiving party without restriction at the time of disclosure, or (d) was publicly available at the time of disclosure or subsequently becomes publicly available without breach of duty by the receiving party.

§ 10 Term, termination

1. Unless otherwise agreed, the contract shall run for twelve months from its commencement (contractual year), unless agreed otherwise. The contract shall be automatically extended by a further year in each case if it is not terminated by one of the contracting Parties at least three months before the end of the respective contractual year.
2. Termination without notice for good cause shall remain unaffected.
3. The Customer shall ensure that within three months after the expiration of the contract all content and data (including personal data) stored by him or his clients on Vanderbilt's servers have been downloaded by him and otherwise secured by him. Three months after expiration of the contract, Vanderbilt's obligation to store such content and data shall end.

§ 11 Anti-bribery and anti-corruption

The Customer shall (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act and the US Foreign and Corrupt Practice Act ("Relevant Requirements"), (ii) have in place and maintain its own policies and procedures relating to anti-bribery and anti-corruption, (iii) promptly report to Vanderbilt any request or demand for any undue financial or other advantage of any kind received by Customer in connection with this contract, (iv) immediately notify Vanderbilt if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as officers, employees or direct or indirect owners) and (v) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements. The Customer

shall provide such supporting evidence of compliance as Vanderbilt may reasonably request. Breach of this clause shall be deemed a material breach which entitles Vanderbilt to immediately terminate the contract and claim compensation for any loss Vanderbilt has incurred.

§ 12 Force Majeure

Vanderbilt shall be entitled to forthwith suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of Vanderbilt such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

§ 13 Disputes and applicable law

1. The contract is governed by Swedish law, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. Any dispute, controversy or claim arising out of or in connection with the contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
3. The parties undertake, indefinitely, not to disclose the existence or contents of any judgment or decision related to or in connection with the contract or any information regarding negotiations, arbitral proceedings or mediation in connection therewith. This confidentiality undertaking shall not apply in relation to information which a party is required to disclose by law, pursuant to an order of a governmental authority, pursuant to applicable stock exchange rules, or which may be required for the enforcement of a judgment or an award. Notwithstanding the above, Vanderbilt shall be entitled to turn to the district court of Stockholm as first instance as regards claims for due payment.

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