

## GENERAL TERMS AND CONDITIONS FOR WEBSITE SERVICE

These general terms and conditions shall apply on Vanderbilt International SWE AB (“**Vanderbilt**”) provision of SPC Connect the “**Service**”).

[The Service is provided to installers of intruder alarm boxes who have entered into an agreement with Vanderbilt, hereinafter referred to as “the Customer”. By accepting this general terms and conditions the Customer certifies that the Customer has read, understood and accepted the terms set out herein and in the documents referred to in these terms and conditions.

These general terms and conditions govern Customer’s use of the Service.

### 1. DEFINITIONS

Unless the context or the circumstances obviously otherwise require, the following words and concepts shall be deemed to have the meanings stated below.

<b>Customer</b>	The installer of intruder alarm boxes who have entered into an agreement with Vanderbilt.
<b>End User</b>	The users within the Customer’s customer of alarm power boxes and who the Customer has registered to the Service.
<b>Group Company</b>	Customer and all entities within the Territory which as from time to time are members of the same group (Sw. ”koncern”) as customer according to the definition in the Swedish, Danish and Norwegian Companies Act respectively
<b>Price Matrix</b>	The service fee and payment terms for the Service applicable from time to time specified on the Vanderbilt website. Price Matrix may be changed in accordance ot clause 5.
<b>Service</b>	SPC Connect
<b>Specification</b>	The Specification of the content of the Service as specified on Vanderbilt website and subsequent amendments thereto in accordance to clause 5.
<b>User Content</b>	Material (including without limitation, text, images, audio material, video material and audio-visual material) that the Customer or the End User submits to the Service for whatever purpose.
<b>Vanderbilt website</b>	The website where Vanderbilt place information about the Service.

## **2. THE SERVICE**

- 2.1 Vanderbilt grants the Customer from the first date of use the right to access the Service through a domain address or otherwise as specified by Vanderbilt, at the Connection point. The Customer shall be responsible for communications between the Customer and the access point.
- 2.2 The contents of the Service are set out in the Specification.
- 2.3 Vanderbilt may engage sub-contractors for performance of the Service and other obligations under these general terms and conditions. Vanderbilt has the same responsibility for work performed by sub-contractors as for Vanderbilt's own work.
- 2.4 Vanderbilt may provide the Service, in whole all or in part, from another country provided that Vanderbilt otherwise fulfils the terms and conditions of these general terms and conditions.
- 2.5 Vanderbilt reserves the right to edit or remove any material submitted to the Services, or stored on Vanderbilt servers, or hosted or published upon this Service.

## **3. THE CUSTOMER'S USE OF THE SERVICE**

- 3.1 The Customer has a non-exclusive right to use the Service only within the Customer and other Group Companies and for the End Users use up to the maximum number of End Users that the Customer has purchased a right to. The Customer is responsible for its and other Group Companies' use of the Service including the users within the Customer and other Group Companies.
- 3.2 The End Users are customers or working for customers to the Customer. Vanderbilt has no obligations or liabilities against the End User. The Customer is the contractual party to its customers including its End User. The Customer is responsible for the End Users use of the Service.
- 3.3 The Customer may not duplicate or copy any images, name and branding of the Service or reuse any images, name and branding of the Service. the customer.
- 3.4 The Customer must not use the Service to transmit or send unsolicited commercial communications or for any purposes related to marketing without the express written consent of Vanderbilt.
- 3.5 The Customer must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.6 The User Content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against customer or Vanderbilt or a third party (in each case under applicable law).

- 3.7 The Customer is required to follow the any written instructions provided by Vanderbilt for use of the Service. Vanderbilt may change instructions provided in accordance with clause 5.
- 3.8 The Customer shall ensure that (i) the User Content is free of viruses, Trojans, worms or other harmful software or codes, (ii) the User Content is in the agreed format, and (iii) that the User Content cannot, in any other way, harm or adversely affect Vanderbilt's system or the Service. The Customer must not use the Service to copy, store, host, transmit, send, use, publish or distribute any material which consists of, or is linked to, any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software
- 3.9 The Customer shall ensure that log-in information, security procedures, and other information provided by Vanderbilt for access to the Service, is treated as confidential information in accordance with clause 12. The Customer shall immediately inform Vanderbilt in the event that any unauthorised person has obtained knowledge of information pursuant to this clause

#### **4. NO WARRANTIES**

- 4.1 The Service is provided "as is", without any representations or warranties, expressed or implied. Vanderbilt makes no representations or warranties in relation to the Service or the information and materials provided on the Service.
- 4.2 Vanderbilt does not warrant that:
- a) the Service will be constantly available, or available at all; or
  - b) the information on the Service is complete, true, accurate or non-misleading.
- 4.3 Nothing on the Service constitutes, or is meant to constitute, advice of any kind.
- 4.4 Customer agree that the limitations of warranties and liability set out in the Service disclaimer above will protect Vanderbilt's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Vanderbilt.

#### **5. CHANGES TO THE SERVICE, THESE GENERAL TERMS AND CONDITIONS AND PRICE MATRIX**

- 5.1 Vanderbilt may, without prior notification to the Customer, make changes to the Service including but not limited to the Specification or the method of providing it, which naturally may not cause the Customer more than minor insignificance.
- 5.2 Vanderbilt may make other changes to the Service or the method of providing it than those set out in clause 5, 30 days after notifying the Customer to this effect. The Customer may, at the latest when the change enters into force, terminate the Service with effect from the date the change enters into force.

- 5.3 Vanderbilt may revise these general terms and conditions and the Price Matrix from time-to-time. Revised terms and conditions and the Price Matrix will apply to the use of the Service 30 days after Vanderbilt notifying the Customer to this effect. Customer may, at the latest when the change enters into force, terminate the Service with effect from the date the change enters into force.

## **6. LIMITATION OF ACCESS TO THE SERVICE**

- 6.1 In those cases, where the use of the Service entails harm or risk of harm to Vanderbilt, Vanderbilt is entitled to cut off or limit access to the Service. Vanderbilt may, in so doing, not take any other action than is justifiable in the circumstances. Vanderbilt shall on the Vanderbilt website notify about the limitation of access to the Service as soon as it is possible.
- 6.2 Unless otherwise follows from a service level agreement, Vanderbilt may take measures that affect the accessibility of the Service if this is required for technical, maintenance, operational or security reasons. Vanderbilt shall take such measure promptly, and in such a way as to limit disturbances. Vanderbilt undertakes to inform the customer on the Vanderbilt website within a reasonable period of time ahead of such measure.
- 6.3 Access to certain areas of the Service is restricted. Vanderbilt reserves the right to restrict access to other areas of the Service.

## **7. COMPENSATION, FEES, PRICE CHANGES AND PAYMENT CONDITIONS**

- 7.1 The Customer shall pay the compensation as of the day the Customer has access of the Service as set forth in the Price Matrix. Service fee shall be invoiced in advance in such intervals as set forth in the Price Matrix. Payments shall be made within 30 days from the date of invoice. The Customer shall compensate Vanderbilt for additional services ordered pursuant to Vanderbilt's current tariff. In the event that an agreement has been reached on an hourly rate, invoices are raised on an à conto basis using the agreed hourly rates.
- 7.2 The fees are exclusive of VAT, other taxes and duties, and charges.
- 7.3 Vanderbilt may revise the Price Matrix as set forth in clause 5.3 including to start to charge Customer for support outside the stated limits, for storage of volume of data or advanced or custom features, from the date of the publication of the revised price matrix on the Vanderbilt website. Customer has to check this page regularly to ensure Customer is familiar with the current Pprice Matrix.
- 7.4 Should Vanderbilt be caused additional work or additional costs owing to circumstances for which the Customer is responsible, the Customer is liable to compensate Vanderbilt for such additional work and such additional costs in accordance with Vanderbilt's current tariff.

## **8. DELAY WITH PAYMENT**

- 8.1 In event of a delay in payment, default interest and other compensation shall be paid in accordance with law.

- 8.2 If the Customer is late in making payment and Vanderbilt has requested in writing that the Customer shall pay the amount due, Vanderbilt may, five (5) days after a written request to the customer with reference to this clause, withhold further provision of the Service until the Customer has paid all amounts due and outstanding.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Vanderbilt and/or Vanderbilt's license provider are the owner of all rights including intellectual property rights to the Service and the programs it includes.
- 9.2 Vanderbilt is liable for ensuring that the Customer's or End Users use of the Service in North America and EU/EES area does not infringe another party's copyright, patent or other intellectual property rights. Vanderbilt undertakes to defend, at its own expense, the Customer against any claims or actions regarding infringement of a third party's rights due to the Customer's use of the Service. Vanderbilt shall also indemnify the Customer for any costs or damages that the Customer may become liable to pay as a result of a final judgment or settlement. The obligation by Vanderbilt only applies if the Customer has notified Vanderbilt in writing of a claim or action within a reasonable time and Vanderbilt has sole control over the defense against such action and the sole right to negotiate any agreement or settlement. If a third party claims that the use of the Service infringes a third party's rights, Vanderbilt is responsible for ensuring that the necessary rights are obtained or that another program is acquired without additional cost, with as little disturbance as possible to the Customer's operations. Over and above what is stated in this clause, Vanderbilt has no liability to the Customer as a result of infringement of a third party's intellectual property rights.

## **10. RIGHTS TO USER CONTENT, USE OF GOOGLE ANALYTICS**

- 10.1 As part of the customer-Vanderbilt relationship, the Customer has all rights to the User Content.
- 10.2 Customer grant to Vanderbilt a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute the User Content in any existing or future media.
- 10.3 Customer also grants to Vanderbilt the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 10.4 The Service also uses Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google Analytics uses "cookies", small text files stored on Customer computer to analyse how the user use the website. The information generated by this cookie regarding the user's use of this website is usually transferred to a Google server in the USA and stored there. Where IP anonymization has been activated on this website, your IP address will be truncated to only indicate that the address came from somewhere within the European Union, or for other countries party to this agreement, within the European Economic Area. Google will use this information on our behalf to evaluate the use of Vanderbilt's website, to generate reports on website activity and other

website and internet related services. The IP address transmitted to Google Analytics from your browser will not be merged with other Google data. Customer may block the use of cookies by altering your browser settings; but Vanderbilt would like to point out that this may prevent Customer or the End User from accessing all the features of our website. The User may also block the transmission of data regarding the End User's use of Vanderbilt's website (including your IP address) to Google as well as the processing of that data by Google by downloading and installing the browser plug-in available at: <https://tools.google.com/dlpage/gaoptout?hl=de>.

## **11. PERSONAL DATA**

- 11.1 When processing personal data within the scope of the Service, the Customer is the data controller and Vanderbilt is the data processor. As data controller it is the customer's responsibility that personal data is processed in accordance with applicable legislation. Vanderbilt undertakes that it will only process personal data in accordance with these general terms and conditions and the Customer's written instructions. Where the requested action does not follow from these general terms and conditions, Vanderbilt shall be remunerated for following the Customer's written instructions. Vanderbilt shall implement the agreed technical and organisational measures to protect the personal data. Vanderbilt shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's personal data. Where Vanderbilt incurs extra costs for complying with amended security requirements, the Customer shall compensate Vanderbilt for any such costs. Vanderbilt shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data.
- 11.2 Vanderbilt shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. Vanderbilt may charge the Customer for any costs in connection with the implementation of such inspection.
- 11.3 When using a subcontractor who processes personal data (a "sub processor"), Vanderbilt, as the Customer's representative, shall sign an agreement with the sub processor, according to which the sub processor, as data processor, undertakes towards the customer to comply with the provisions of this clause 11. Where personal data will be transferred to a country outside of the EU/EEA, Vanderbilt shall ensure that the sub processor signs the EU's standard agreement clauses for transferring personal data to a third country. Vanderbilt shall be entitled to sign the agreement as a representative of the Customer. Prior to using a sub processor for the processing of personal data, Vanderbilt shall notify the Customer of the sub processors it intends to use and which country personal data will be processed in. On the Customer's request, Vanderbilt shall send the Customer a copy of any agreements signed by Vanderbilt

under this sub-clause 11.3. For the use of Google Analytics, see clause 10.4.

- 11.4 Upon the expiry of term of the Services, the provisions of clause 20 shall apply in regard to personal data.

## **12. CONFIDENTIALITY**

- 12.1 During the term of the Services and for a period of three years thereafter, each party undertakes not to disclose information to any third party regarding the other party's activities which may be deemed business or professional secrets without the other party's consent. Information which the party states to be confidential shall always be deemed to be a business or professional secret. The confidentiality obligation does not include such information which a party can prove has come to its knowledge in any other way than via the Service, or which is in the public domain. Nor does the confidentiality obligation apply when a party is statutorily required to disclose the information.
- 12.2 A party shall ensure that confidentiality as set forth above is observed by obtaining confidentiality understandings from personnel, or other appropriate measures. Each party is responsible for ensuring that engaged sub-contractors and their employees who are affected by the Service also sign confidentiality undertakings having equivalent content in favour of the other party.

## **13. SECURITY**

Vanderbilt shall comply with its internal security regulations. Vanderbilt's security regulations shall be available on the Vanderbilt website or other accessible place specified by Vanderbilt. The security regulations may be changed in accordance with clause 5.

## **14. CUSTOMER'S BREACH**

- 14.1 Customer hereby indemnify Vanderbilt and undertake to keep Vanderbilt indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Vanderbilt to a third party in settlement of a claim or dispute on the advice of Vanderbilt's legal advisers) incurred or suffered by Vanderbilt arising out of any breach by Customer or End User of any provision of these terms and conditions, or arising out of any claim that Customer or End User have breached any provision of these terms and conditions.
- 14.2 Without prejudice to Vanderbilt's other rights under these terms and conditions, if Customer or End User breach these terms and conditions in any way, Vanderbilt may take such action as Vanderbilt deems appropriate to deal with the breach, including suspending your access to the Service website, prohibiting the Customer from accessing the software\website, blocking computers using your IP address from accessing the Service, contacting your internet service provider to request that they block the Customer's access to the Services and/or bringing court proceedings against the Customer.

## **15. VANDERBILT'S LIABILITY FOR SERVICES**

- 15.1 In the event of a major fault occurring in the Service for which Vanderbilt is responsible, Vanderbilt shall rectify the fault with such promptness as the circumstances require, if such is possible. A major fault is any fault which lasts for more than 24 hours and is of major influence for the Customer's use of the Service.
- 15.2 In addition, where the Customer is unable to use the Service to a significant extent as a result of a major fault in the Service which has been caused by Vanderbilt, the Customer is entitled, for the period from when the fault was reported and while it has not been rectified, to receive a reasonable reduction of the fee for the Service.
- 15.3 If a major fault Vanderbilt is responsible for under clause 15.1 has not been rectified with such promptness as the circumstances require and Vanderbilt has been negligent Vanderbilt is liable in damages subject to the limitations set forth in these general terms and conditions . Except as stated in clause 15 the Customer is not entitled to any other compensation than correction of a fault, if possible.

## **16. LIMITATION OF LIABILITY**

- 16.1 Should a liability to pay damages arise, a party's liability to pay damages per calendar year is limited to a total sum equal to 15% of the annual fee for the Service in question that is paid to Vanderbilt by the Customer. A party is not liable in any event for loss of profit or other indirect damage or loss, including any liability of the other party to compensate a third party. Vanderbilt is not liable for any loss of data. The limitation of liability in this clause 16.1 does not apply in the event of personal injury, liability in accordance with clause 9 or in the event of intent or gross negligence.

AS LONG AS NO COMPENSATION IS PAID FOR THE SERVICE CUSTOMER EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

- 16.2 Any claims for damages under these general terms and conditions shall be submitted not later than 3 months after the Customer becomes aware of the basis for the claim, however never later than 6 months from the expiration or termination of the Service.

## **17. 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.



## **18. TERM OF THE SERVICE**

- 18.1 The Service shall be provided from the Commencement Day and shall be in force until terminated with 30 days' notice to the other party. No refund of paid shall be made and due charges shall be paid.
- 18.2 The secrecy provisions of these general terms and conditions in clause 12 shall continue in effect between the parties regardless the Service is terminated.

## **19. TERMINATION IN ADVANCE**

- 19.1 Each party is entitled to terminate the Services:
- a) if the other party materially breaches its obligations under these general terms and conditions and such party has not rectified the breach within 30 days after written request has been sent to the other party with reference to this clause, or
  - b) if the counterparty is placed in bankruptcy, enters into negotiations regarding a settlement, or is subject to a financial reconstruction, or is otherwise insolvent.
- 19.2 Notice shall be given in writing for it to be valid.

## **20. WINDING UP THE SERVICE**

Upon termination of the Service the User Content shall immediately be returned, when so applicable, to the customer or to a party nominated by the customer, and those parts which exist in electronic form shall, at the customer's request that shall be made at the latest 60 days from the termination of the Service, and to a reasonable extent be returned in electronic form in accordance with the customer's instructions. To a reasonable extent, Vanderbilt shall, in the form of an additional service, also assist the customer if the customer himself is to implement the transfer of the operations to or from another company nominated by the customer in order to obtain a service corresponding to the Service with the minimum of disturbance to the customer. After the transfer of the User Content or if the Customer has not requested such transfer, Vanderbilt shall, after the expiry of the 60-day period referred to above Vanderbilt shall delete or render anonymous the User Content. Vanderbilt shall be entitled to reasonable compensation for such work in accordance with Vanderbilt's current tariff. The customer's liability to replace investments only comes into effect if the customer has requested such an investment.

## **21. UNENFORCEABLE PROVISIONS**

If any provision of the Service disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Service disclaimer.

## **22. COMMUNICATION**

- 22.1 Notice of termination or other communications shall be sent via courier, registered letter, telefax or e-mail to the parties' contact person at the numbers/addresses provided by the parties.
- 22.2 Notices are deemed to have been received by the other party:
- a) at the time of delivery, if sent by a courier;
  - b) 5 days after dispatch if sent by registered letter;
  - c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

## **23. TRANSFER OF THE SERVICE**

- 23.1 Customer's rights and obligations under these general terms and conditions may not be transferred without the consent from Vanderbilt.
- 23.2 Vanderbilt may transfer, sub-contract or otherwise deal with Vanderbilt's rights and obligations under these terms and conditions without notifying customer or obtaining customer's consent.

## **24. SEVERABILITY**

- 24.1 If a provision of these general terms and conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **25. NO WAIVER**

- 25.1 A failure of a Party to insist upon the performance of any or more of these general terms and conditions will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations.

## **26. APPLICABLE LAW, DISPUTES**

- 26.1 These general terms and conditions are 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.
- 26.2 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.
- 26.3 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.

- 26.4 Notwithstanding the above, Vanderbilt shall be entitled to turn to the district court of Stockholm as first instance as regards claims for due payment.