

**END USER LICENSE AGREEMENT FOR X2/X3 WEB**

Please read the terms and conditions of this end user license agreement ("**Terms**") carefully. Any usage of the X2/X3 web software provided to you (hereinafter referred to as "**Software User**") by Beijer Electronics AB ("**Beijer Electronics**") as embedded in and accessed through a Beijer Electronics device ("**Beijer Device**") is governed by these Terms.

**1. APPLICABLE TERMS AND CONDITIONS**

These Terms sets forth the legally binding terms and conditions for the Software Users' use of Beijer Electronics' X2/X3 web software, including all related services, information, data, text, photographs, videos, scripts, graphics, features or any other content generated, provided, or otherwise made accessible in connection with the use thereof ("**Web Client**"). By using the Web Client, in any manner, the Software User agrees to be bound by these Terms. If the Software User does not agree to all of the terms and conditions of these Terms, the Software User shall not access nor use the Web Client in any manner.

The Web Client is solely intended for commercial use, to the exclusion of any private use. These Terms shall therefore only apply in relation to legal entities. If the Software User is using the Web Client or otherwise accepting to be bound by these Terms on behalf of its employer or any other entity, the Software User represents and warrants that it has full legal authority to bind its employer or such other entity to these Terms. If the Software User does not have the requisite authority, the Software User may not accept these Terms or use the Web Client.

**2. THE SOFTWARE USERS RIGHT TO USE THE WEB CLIENT****2.1 Rights to use the Web Client**

- 2.1.1 Subject to the terms and conditions set forth herein, Beijer Electronics hereby grants the Software User a limited, worldwide, fully paid-up, non-assignable, non-transferrable, non-sublicensable and non-exclusive license to use the Web Client, solely as embedded in and accessed through the Beijer Device, for the Software User's internal business purposes.
- 2.1.2 The Software User undertakes to (i) be solely responsible for all its use and activities taken while using the Web Client; (ii) use all reasonable efforts to prevent unauthorised access to, or use of, the Web Client and notify Beijer Electronic promptly of any known or anticipated unauthorised access or use thereof; (iii) not use the Web Client in any manner contrary to these Terms and be solely responsible for any such unauthorised use; and (iv) strictly adhere to any instructions provided by Beijer Electronic connected to the use of the Web Client, and any applicable law and/or regulations or generally accepted practices or guidelines in any relevant jurisdiction.

## 2.2 Limitations on the right to use the Web Client

### 2.2.1 The Software User undertakes not to:

- (i) edit, disrupt, decompile, modify, reverse engineer or in any other way change the Web Client or any accompanying documentation, except when expressly permitted in these Terms; or
- (ii) commercialise, sub-license, distribute, assign, duplicate, lend, lease or otherwise distribute or provide access to the Web Client or any accompanying documentation, or otherwise permit any third party, directly or indirectly, to make use of or otherwise dispose of the Web Client or any accompanying documentation.

### 2.2.2 For the avoidance of doubt, the Software User undertakes not to engage in any activity involving the Web Client that interferes with, disrupts, damages or accesses in an unauthorised manner any server, network, or other property or service of Beijer Electronics or any third party.

## **3. UPGRADES AND UPDATES**

Beijer Electronics reserves the right to upgrade, update or alter the design and content of the Web Client at any time without prior notice. Such upgraded, updated or altered versions of the Web Client will be made available to the Software User for downloading in accordance with Beijer Electronics' instructions from time to time. The Software User acknowledges and agrees that Beijer Electronics' liabilities and obligations under these Terms relating to any previous versions of the Web Client will terminate without prior notice upon the release of any upgraded, updated or altered versions of the Web Client and that any continued use of a previous version shall be at the Software User's sole risk.

Nothing in this Section 3 shall be interpreted or construed as obliging Beijer Electronics to update, upgrade or alter the Web Client in any way. These Terms shall continue to apply to any upgraded, updated and/or altered version of the Web Client.

## **4. DISCLAIMER OF WARRANTIES**

The Web Client is made available to the Software User strictly on an "as-is" and "as-available" basis. Beijer Electronics does not give, and hereby explicitly excludes, any and all warranties, whether expressed or implied, with respect to the Web Client, including, without limitation, warranties regarding the Web Client's quality, functionality, applicability and availability, absence of errors, defects and/or interruptions, fitness for the Software User's individual requirements or purpose, interaction with the Beijer Device (including any future updates or upgrades thereto), other hardware and software applications and non-infringement of any third party rights.

Furthermore, Beijer Electronics does not give any warranty as to the security of the Web Client, nor warrants that the Web Client will be free from bugs, errors, viruses or any other defects or harmful elements. Any data provided or accessed through or by the Web Client shall be used at the sole risk of the Software User.

## **5. SUPPORT SERVICES**

Any support services to be offered from Beijer Electronics to the Software User, including any provisions on payment for such support services, shall be subject to a separate agreement between Beijer Electronics and the Software User. Nothing in these Terms shall be construed to imply any support undertaking upon Beijer Electronics in relation to the Software User or any third party.

## **6. THE SOFTWARE USER'S RESPONSIBILITY**

The Software User shall use the Web Client at its own risk, including the risk for any loss of data, and shall be solely responsible for any breach of its obligations under these Terms, any applicable third party contract or terms of service or any applicable law or regulation, and for the consequences (including any loss or damage which Beijer Electronics or any third party may suffer) of any such breach. For the avoidance of doubt, Beijer Electronics accepts no liability whatsoever for information and data provided in or by the Web Client, or defects, errors (including calculation errors), loss of data or imperfections in the Web Client or its use.

The Software User shall be solely responsible and liable for any damage caused to its or any third party's computer equipment, other programs or any other property when installing or otherwise using the Web Client.

It is the Software User's responsibility to handle information relating to the Web Client with care so that such is not made available to any unauthorised party or otherwise abused.

## **7. SOFTWARE USER INDEMNIFICATION**

To the maximum extent permitted by applicable law, the Software User agrees to indemnify and hold Beijer Electronics harmless from and against any loss or damage suffered or incurred by Beijer Electronics as a result of any claim, suit, action or demand, directly or indirectly, from any third party arising out of or in connection with (i) the Software User's use of the Web Client; and (ii) any breach of or non-compliance by the Software User with these Terms or applicable laws and regulations.

## **8. LIMITATION OF LIABILITY**

Beijer Electronics shall in no event, whether as a result of breach of contract or implied warranty or under any legal theory, be liable for any indirect, incidental, consequential, punitive, special damages or losses, including, but not limited to loss of profit or loss of data relating to the use of the Web Client. Beijer Electronics' responsibility for any loss or damage of whatever nature under these Terms shall never exceed the amount actually paid for the Beijer Device in which the Web Client is embedded.

## **9. INTELLECTUAL PROPERTY RIGHTS**

Any and all intellectual property rights in or relating to the Web Client, in whole or in part in any form, are and shall remain the property of Beijer Electronics and any third party rights holder. Nothing set forth in these Terms shall constitute or be construed as a transfer of any intellectual property rights from Beijer Electronics or any third party rights holder to the Software User. No intellectual property rights, including, but not limited to, trademarks and logos displayed on the Web Client, may therefore be used without the prior written consent of Beijer Electronics or their respective owners.

The Web Client may contain certain third party or open source technology and the Software User acknowledges that its use of such third party or open source technology may be subject to separate terms and conditions. If third party terms require Beijer Electronics to furnish the third party technology in source code form to the Software User, Beijer Electronics will upon written request provide such source code and the related license terms. The owners of such third party technology retain all ownership and intellectual property rights in their respective technology. In that case, these Terms does not affect the Software User's legal relationship with these third parties. The relationship between Beijer Electronics and such third parties is that of licensee/licensor.

## **10. CONFIDENTIALITY**

The parties to these Terms undertakes to keep confidential all Confidential Information (as defined below) disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or which the Receiving Party otherwise may gain access to within the framework of these Terms.

"**Confidential Information**" shall for the purpose of these Terms mean any and all information regarding the Disclosing Party and its business, whether commercial or technical, in whatever form or media, including but not limited to intellectual property rights, components, algorithms, methodologies, know-how, concepts, technologies, processes, commercial figures, techniques, financial information, contracts, business data, marketing, competitive analysis, investments, customers and sales, suppliers, designs, graphics, specifications, targets, test plans/reports, technical data, technical performance data and other information of a sensitive nature, that the Receiving Party learns from or about the Disclosing Party prior to or after entering into these Terms.

Confidential Information shall however not include information, which (i) has passed into the public domain other than by breach of these Terms by the Receiving Party; (ii) was received by the Receiving Party from a third party who had a lawful right to disclose such information; or (iii) was expressly described and/or detailed as non-confidential and/or without restrictions on disclosure and/or use by the Disclosing Party.

The Receiving Party shall keep in confidence and observe strict confidentiality with respect to all Confidential Information however obtained and shall not disclose, exploit, use or otherwise make available such Confidential Information, whether in whole or in part, to any third party without the prior written approval of the Disclosing Party. The Receiving Party further undertakes to use the Confidential Information only for purposes consistent with these Terms.

## **11. CHANGES TO THESE TERMS**

Beijer Electronics reserves the right to change these Terms at any time without prior written notice, whereby the most recent version of these Terms is always made available at [https://www.beijerelectronics.com/en/support/Help\\_online?docId=68770](https://www.beijerelectronics.com/en/support/Help_online?docId=68770). If the Software User does not accept such changes to the Terms, then the Software User must cancel and cease using the Web Client. If the Software User continues to use the Web Client, then the changed Terms will apply.

## **12. TERMINATION**

These Terms shall remain in force until terminated by Beijer Electronics or the Software User. Beijer Electronics may terminate these Terms with immediate effect, should the

Software User breach any of the terms and conditions of these Terms. The Software User may terminate these Terms at any time by ceasing to use the Web Client. Upon termination of these Terms for whatever reason, the Software User must immediately cease using the Web Client, in its entirety (including all components, media, printed material and any upgrades or updates). Upon any termination, all rights and licenses granted to the Software User in these Terms shall immediately terminate, but all provisions hereof which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability. Any fees paid under these Terms, if any, are non-refundable.

### **13. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

These Terms shall be governed by the substantive laws of Sweden, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute, controversy or claim arising out of or in connection with these Terms 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 (3) arbitrators and the seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.