

# GENERAL TERMS AND CONDITIONS

## PIIGAB OPC SERVER

This agreement (the "Agreement") is entered into between PiiGAB, Processinformation i Göteborg Aktiebolag (the "Provider") and the Customer, collectively referred to as the "Parties". The Provider grants the Customer the right to use the server software **PiiGAB OPC Server** (the "Service"), which the Customer hosts independently. The Customer receives access to the Service, including support and all upgrades and updates. The server software is downloadable from PiiGAB's website.

### 1. AGREEMENT PERIOD AND TERMINATION

The Agreement is effective from the date in the Order Acknowledgement following the Customer order and remains in force for one (1) year. The Agreement is automatically extended for an additional one (1) year unless terminated by either Party with at least one (1) month's written notice.

### 2. PAYMENT, BILLING, AND PRICE ADJUSTMENTS

The Customer shall pay an annual subscription fee according to the price list determined by the Provider. The Customer may choose to pay annually, quarterly, or monthly. Billing is made in advance. The Provider reserves the right to adjust the subscription fee on an annual basis.

### 3. AGREEMENT UPGRADE

The Customer may upgrade to a higher service level at any time during the Agreement period. Upon upgrading, the price difference between service levels for the current month will be charged. The original Agreement period remains unchanged.

### 4. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to the Service, including documentation, updates, and enhancements, remain the exclusive property of the Provider or its licensors. The Customer is granted a non-exclusive, non-transferable license to use the Service under this Agreement.

### 5. LIMITATION OF LIABILITY

The Provider shall not be held liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost revenue, loss of data, or business interruption arising from the use or unavailability of the Service.

The Provider's total liability under this Agreement shall be limited to the total amount paid by the Customer for the Service during the twelve (12) months preceding the claim. This limitation of liability shall apply to the fullest extent permitted by law.

The Provider does not guarantee uninterrupted operation of the Service and shall not be liable for service interruptions caused by factors beyond its control, including but not limited to force majeure events, system failures, or third-party service provider issues.

## **6. CUSTOMER'S DATA RESPONSIBILITY**

The Customer acknowledges that it is solely responsible for ensuring that all collected and processed data complies with relevant laws and regulations. The Provider assumes no responsibility for any data-related liabilities arising from the Customer's use of the Service.

## **7. AMENDMENTS TO TERMS**

The Provider reserves the right to amend this Agreement.

## **8. DISPUTES AND APPLICABLE LAW**

Disputes arising in connection with this Agreement shall primarily be resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiation, it shall be settled in accordance with Swedish law and by arbitration at the Arbitration Institute of the West Sweden Chamber of Commerce in Gothenburg.