

## PIIGAB TERMS OF SERVICE

### 1. PARTIES AND CONCLUSION OF THE AGREEMENT

- 1.1. These terms of service (**Terms of Service** or **the Agreement**) define the legally binding terms of use for the service and any software required to deliver the service.
- 1.2. Terms of Service are made between the entity named in the main account of the service (**Customer**) and PiiGAB, Processinformation i Göteborg AB (**PiiGAB**).
- 1.3. You consent to be legally bound by the Terms of Services is expressed at the time of registering your account or at the time of first access to your account, or activating Portal Client, by enabling the portal client, clicking “Register”, “Signup”, “Login” or any other equivalent button.
- 1.3. If you are entering into this Agreement on behalf of your employer or other legal entity, you represent that you have the legal authority to join the Agreement. Customer’s continued use of services and software provided by PiiGAB constitute assent to the Agreement. If Customer does not unconditionally agree to all of the terms of this Agreement, you must cancel your registration or login process and disable your portal client and you are not permitted to use the service or the software.

### 2. SERVICES

- 2.1. Subject to Customer’s full compliance with the terms and conditions of this Agreement, PiiGAB will provide the Customer with a subscription to access its cloud-based services:
  - 2.1.1. PiiGAB Portal (Web application for PiiGAB Services)
  - 2.1.2. PiiGAB Connect (Gateway Monitoring and Management System)
  - 2.1.3. Other IoT related management, connectivity services, data storage services, security services, gateway operating systems, and other related services, including any Platform APIs or SDKs, mobile apps, provided by PiiGAB through the Internet as described at [www.piigab.com](http://www.piigab.com) or as otherwise documented and made available to Customer upon request by PiiGAB(collectively referred to as the “**Service**”).
- 2.2. Except for Portal Client Application, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of PiiGAB or its third party providers.
- 2.3. The Service components, functionalities and parameters are described in the PiiGAB Portal service description. Any Service is subject to modification from time to time at PiiGAB’s sole discretion, for any purpose deemed appropriate by PiiGAB. PiiGAB will use reasonable efforts to give Customer prior written notice of any material modifications. PiiGAB may also decide to discontinue the Service or any component of the Service by giving reasonable prior notice to Customer.

### 3. FEES AND PAYMENT TERMS

- 3.1. Certain Service may be available for a trial period. After the trial period ends the Customer will be charged a periodical subscription fee.
- 3.2. At the end of each subscription period, the maximum number of devices during that month shall be identified and used to determine the payment for the next subscription period.
- 3.3. Any devices added during the subscription period will be counted monthly and included in the calculation for the subscription payment. These additional devices will be billed pro-rata for the remaining months of the subscription period in which they were added.
- 3.4. If PiiGAB does not receive payment within the agreed payment terms, the relevant Service may be automatically suspended. If suspension due to non-payment, the Service subscription may be terminated by the end of the month.
- 3.5. The pricing is subject to change upon prior notice of 30 days. If Customer does not agree with the changed pricing, they may cancel the subscription.

### 4. RESTRICTED USES

- 4.1. Customer will not, and will not permit any third party to:
  - 4.1.1. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law);
  - 4.1.2. modify, translate, or create derivative works based on the Service;
  - 4.1.3. use the Services in connection with any high risk or strict liability activity;
  - 4.1.4. use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation.
- 4.2. Customer will cooperate with PiiGAB in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as PiiGAB may reasonably request. Customer will also cooperate with PiiGAB in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.
- 4.3. Customer is responsible for all acts and omissions of its employees, subcontractors, and anyone to whom Customer provides access to the Service or that is using or accessing the Service on Customer's behalf (**Agents**) (including any breaches of this Agreement) as if Customer committed such act or omission itself. PiiGAB may exercise any rights and/or remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.
- 4.4. As a condition of Customer's use of the Services and with respect to third-party claims, Customer agrees to indemnify, defend, and hold harmless PiiGAB, its

affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, licensors, contractors, suppliers, successors, and assigns from and against any judgements, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from Customer's and/or its Agents use of the Service or related products, or from or attributable to any breach by Customer and/or its Agents of Customer's obligations established herein or any privacy, employee, or consumer protection right that is implicated herein and by the Service, or Customer's and/or its Agents infringement, or the infringement or use by any other user of Customer's account, of any intellectual property or other right of any person or entity. All indemnification duties shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Agreement or Customer's and/or its Agents use of the Services.

- 4.5. Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without PiiGAB's knowledge or consent.
- 4.6. the services are not designed, manufactured, or intended for use with data, content or information used for or requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapon systems, in which the failure of the services, internet or third party cloud service provider infrastructure could lead directly to death, personal injury, or severe physical or environmental damage ("high risk applications"). PiiGAB and its third-party licensors specifically disclaim any express or implied warranty of fitness for high-risk applications.

## 5. CONFIDENTIALITY

- 5.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by PiiGAB is PiiGAB Proprietary Information. Customer will obtain agreement from its Agents that it will treat PiiGAB Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.
- 5.2. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently

developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

- 5.3. Customer acknowledges that PiiGAB does not wish to receive any Proprietary Information from Customer that is not necessary for PiiGAB to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, PiiGAB may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.
- 5.4. Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers and such are bound by the terms of a similar confidentiality agreement with at least as restrictive covenants to protect such information.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Except as expressly set forth herein, PiiGAB alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to PiiGAB. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.
- 6.2. Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service (**Content**) and the intellectual property rights with respect to that Content. If PiiGAB receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation ("**Claim**"), PiiGAB may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify PiiGAB from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

## 7. USE OF DATA

- 7.1. By using or accessing the Service, Customer hereby grants to PiiGAB a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service.
- 7.2. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or

harvested by PiiGAB in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

- 7.3. Notwithstanding anything else in this Agreement or otherwise, PiiGAB may monitor Customer's use of the Service and Customer Information, and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service (**PiiGAB Data**), and may make such information publicly available, provided that such information does not identify Customer or Customer's Proprietary Information. PiiGAB shall own all right, title and interest in and to the PiiGAB Data. To the extent needed to perfect PiiGAB's ownership in the PiiGAB Data, Customer hereby irrevocably assigns all right, title and interest in such PiiGAB Data to PiiGAB.
- 7.4. The Service may make use of directly non-identifiable location data (including, but not limited to, coordinates or the MAC address) that is sent by devices using the Service. At all times, Customer's location information will be treated in accordance with such third party's privacy policy. By using location services, Customer consents to PiiGAB and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.
- 7.5. Customer represents and warrants to PiiGAB that it has a lawful basis to use location related Service and provided location data as well as other personal data to be processed by PiiGAB on behalf of Customer, and that Customer has complied with all applicable transparency obligations to notify the data subjects about, or obtained informed consents for, such transfer and processing of their personal data. The terms of PiiGAB's Data Processing Agreement shall apply to PiiGAB's processing operations carried out with the personal data provided by Customer during use of Service, which shall be hereby incorporated by reference to this Agreement and shall be binding on the Parties.
- 7.6. During the term of this Agreement, Customer will supply PiiGAB with contact details for Customer's employees, contractors and/or representatives (Contact Data) in order for PiiGAB to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer's employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). PiiGAB hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations.
- 7.7. **Location of data.** PiiGAB cannot guarantee that your data will be hosted on servers located within your jurisdiction. Therefore, the Customer is solely responsible for complying with any data localization requirements and should not use the Service in breach of those requirements.

## 8. SUSPENSION

- 8.1. Notwithstanding anything to the contrary, PiiGAB reserves the right to suspend or limit Customer's access to the Service if PiiGAB determines, in its sole discretion, that Customer's use of the Service does or is likely to:
  - 8.1.1. damage the Service or interfere with PiiGAB's ability to reliably provide the Service to other users;

- 8.1.2. place an unreasonable or unexpected load on the Service;
  - 8.1.3. there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services;
  - 8.1.4. Customer's use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm PiiGAB's systems or any other user of the Services, or may subject PiiGAB or any third party to liability;
  - 8.1.5. Customer is misusing the Services or using the Services for fraudulent or illegal activities;
  - 8.1.6. subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
  - 8.1.7. Customer is using the Services in breach of the Agreement;
  - 8.1.8. Customer is in default of Customer's payment obligations hereunder; or
  - 8.1.9. there is an unusual spike or increase in Customer's use of the Services (collectively, "**Service Suspensions**").
- 8.2. Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer's access to the Services being suspended as a result of the actions of other users.
  - 8.3. PiiGAB will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer's registered e-mail address) and to provide updates regarding resumption of Customer's access to the Services following any Service Suspension.
  - 8.4. PiiGAB will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support.

## 9. TERMINATION

- 9.1. This Agreement shall continue until terminated in accordance with this Section.
- 9.2. Customer may cancel their subscription to any Service anytime. After cancellation, the subscription for the relevant Service will terminate at the end of the current subscription period.
- 9.3. If your subscription to any Service is suspended for more than one month, your subscription will automatically terminate after end of the month of suspension.
- 9.4. If all subscriptions end upon cancellation or termination, the Agreement will automatically terminate upon end of the last subscription.
- 9.5. PiiGAB may terminate provision of any Service and terminate the Agreement by 30 days' notice to Customer.

- 9.6. Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement.
- 9.7. After termination, Customer will be provided 30 days term to download any Customer Data accumulated during the use of the Service via the download tools that are available as part of the Service. After end of such term, PiiGAB will automatically remove all Customer Data associated with Customer's subscriptions and use of the Service.
- 9.8. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.
- 9.9. Customer agrees that upon any termination or cancellation of this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by PiiGAB at Customer's request or any pre-paid Fees for subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation.

## 10. WARRANTY DISCLAIMER

- 10.1. PiiGAB will make commercially reasonable efforts to make Services function essentially in accordance with their description published at the relevant Service webpage and will take commercially reasonable efforts to implement security and resilience measures in relation to the Service.
- 10.2. PiiGAB does not warrant that the operation of the service or any function contained therein will meet customer's requirements, be uninterrupted or error-free, that defects will be corrected, or that the service or the servers that make this service available are free of viruses or other harmful components. The service, software and PiiGAB proprietary information and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. any use of the service is done at customer's sole risk and customer will be solely responsible for any damage, loss or expense incurred as a result of or arising out of customer's use of the service.
- 10.3. PiiGAB makes no other warranty, either expressed or implied, with respect to any of the service. PiiGAB specifically disclaims the implied warranties or conditions of merchantability, fitness for a particular purpose, title or non-infringement.

## 11. LIMITATION OF LIABILITY

- 11.1. PiiGAB will not be liable for any loss resulting from a cause over which it does not have direct control.
- 11.2. To the maximum extent permitted by applicable law and regardless of whether any remedy herein fails of its essential purpose, in no event shall PiiGAB or its third party licensors be liable to customer or any third party arising out of the use of or inability to use the services, under any contract, negligence, strict liability or other theory, for any special, incidental, indirect, punitive or consequential damages whatsoever, including, but not limited to, damages for: loss of profits or revenues, business interruption, cost of procurement of substitute goods or technology, loss of privacy, corruption or loss of data or its integrity, failures to transmit or receive data or any other pecuniary loss whatsoever arising out of or in any way related to the use of or inability to use the services or otherwise in connection with any provision of this

agreement, even if PiiGAB or its third party licensors have been advised of the possibility of such damages.

- 11.3. The total liability of PiiGAB and its licensors, whether based in contract, tort (including negligence or strict liability), or otherwise, will be limited only to direct damages demonstrated by sufficient evidence and will not exceed, in the aggregate of the fees paid to PiiGAB hereunder in the subscription period ending on the date that a claim or demand is first asserted. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.
- 11.4. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## 12. MISCELLANEOUS

- 12.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 12.2. This Agreement is not assignable, transferable, or sublicensable by Customer except with PiiGAB's prior written consent. PiiGAB may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.
- 12.3. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by PiiGAB, except as otherwise provided herein.
- 12.4. Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.
- 12.5. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind PiiGAB in any respect whatsoever.
- 12.6. Swedish law applies to and govern the Agreement. Any dispute, arising out of or relating to this Agreement, shall be finally settled by arbitration in the The West Sweden Chamber of Commerce. All procedural documents shall be served via e-mail. The number of arbitrators shall be one. The seat and place of arbitration shall be Gothenburg. The language of arbitration shall be Swedish. Swedish law shall be applicable to this arbitration clause and the dispute.
- 12.7. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 12.8. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail.
- 12.9. Amendments. PiiGAB reserve the right, at its sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any changes to this Agreement or otherwise notify Customer of such changes, Customer agrees to accept those changes, whether Customer has reviewed them. If

Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel Customer's Subscription.

12.10. No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

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