

TERMS & CONDITIONS ACCESS_CTRL

1. Background

- 1.1. These general terms and conditions ("Terms") apply to customers using Åkerströms Björbo AB's ("Åkerströms") SaaS service Access_Ctrl.

2. General

- 2.1. If the Customer and Åkerströms have agreed on specific terms for the Service in a specially prepared document ("Agreement"), the provisions in the Agreement shall take precedence over the provisions in the Terms.
- 2.2. Åkerströms reserves the right to make reasonable changes to the Terms. The applicable Terms at any given time can be found on Åkerströms' website.

3. Definitions

- 3.1. *The Terms:* These general terms and conditions.
- 3.2. *The Agreement:* The main agreement between the Customer and Åkerströms with any appendices and/or written additions signed by both parties.
- 3.3. *The Service:* The Access_Ctrl service that Åkerströms shall perform as described and outlined in the Agreement between the Customer and Åkerströms.
- 3.4. *The Customer:* The contracting party with whom Åkerströms has agreed to provide the Service.
- 3.5. *Customer Data:* All data uploaded to the Service by the Customer and its users.

4. Description of the Service

- 4.1. The Service is provided "as is" and in its current condition.
- 4.2. The Service is delivered as a SaaS/cloud service, and the Agreement and Terms do not concern any hardware such as transmitters, receivers, and LCUs.
- 4.3. The Service is provided on a subscription basis, and the Customer receives, by entering into the Agreement and provided that the Customer has paid the agreed compensation, a non-exclusive, non-transferable, limited right to use the Service during the term of the Agreement for as many users as the Customer has purchased subscriptions for, solely within its own business in accordance with the Agreement and the Terms.

5. Term and Termination

- 5.1. Unless otherwise stated, the Agreement is valid from the date the Customer first gains access to the Service, regardless of whether the Customer has begun using the Service, and for 12 months thereafter. The Agreement is then renewed continuously for 12 months.

- 5.2. The parties may terminate the Agreement in writing before the next renewal period no later than 3 months before the end of the current contract period.

6. Billing and Compensation

- 6.1. Åkerströms will invoice the Customer according to the prices, currency, and payment terms specified in the Agreement. Unless otherwise stated, fees are charged semi-annually in advance with 30 days' payment terms from the invoice date (the Customer accepts that invoices sent to the email recipient/platform provided by the Customer shall be considered delivered when sent/uploaded by Åkerströms).
- 6.2. All amounts are exclusive of VAT, taxes, and fees.
- 6.3. In case of late payment, interest on arrears and other compensation shall be paid in accordance with the law.
- 6.4. Åkerströms reserves the right to block the Customer's access to the Service if overdue fees have not been paid within 30 days after the due date.
- 6.5. If Åkerströms does not receive payment within 2 months after the due date, Åkerströms has the right to terminate the Agreement immediately.
- 6.6. Åkerströms has the right to change the pricing of the Service once per year from the start of a new calendar year. Any price changes will be announced through any of Åkerströms' information channels such as the website, the service's webpage, or email. The new price will be invoiced from the next renewal date.

7. Availability, Support and Maintenance

- 7.1. The Service is normally available 24/7. Unless otherwise stated in the Agreement and/or agreed service levels, Åkerströms has the right to take planned actions affecting the availability of the Service if required for technical, maintenance, operational, or security reasons.
- 7.2. Åkerströms shall inform the Customer of planned interruptions within a reasonable time before such action. The information is published on the Customer's service portal.
- 7.3. Åkerströms has the right to shut down access to the Service without prior notice for urgent security maintenance required to protect the Service from unauthorized attacks or similar. Åkerströms shall, as far as possible, inform the Customer when such interruptions may occur.
- 7.4. Unless otherwise stated in the Agreement, Åkerströms provides technical support according to the appendix "Service Levels." The Customer accepts that Åkerströms





may perform remote support for troubleshooting or support issues.

8. Changes and Updates to the Service

- 8.1. The Customer can upgrade or downgrade the Service at any time by written notice to Åkerströms. A downgrade takes effect at the next renewal date from when the request is received, provided it is made 3 months before the next renewal date. An upgrade occurs without undue delay from when the request is received.
- 8.2. Åkerströms has the right to make changes to the Service that typically do not significantly complicate or deteriorate its use without notifying the Customer. Åkerströms may also make other changes 2 months after notifying the Customer. In such cases, the Customer may terminate the Service to end on the date the change takes effect or on the later date stated in the termination, but no later than 1 month from the change's effective date. Payments already made will not be refunded upon the Customer's termination according to this point.
- 8.3. Åkerströms shall implement updates or new versions of the Service to the extent Åkerströms deems appropriate. Åkerströms may, even if it causes inconvenience to the customer, implement updates to the Service for security reasons.

9. Service Restrictions

- 9.1. If the Service is subject to external attacks, or otherwise risks damaging Åkerströms or any of Åkerströms' customers of the Service, Åkerströms has the right to shut down or limit access to the Service. The Customer shall be informed of the incident as soon as possible with information on when the Service is expected to be available again.
- 9.2. If the Customer violates the Agreement or applicable laws, and this may cause damage to Åkerströms, Åkerströms has the right to shut down the Customer from the Service until the violation ceases and the damage is healed.

10. Customer Obligations

- 10.1. The Customer is responsible for connecting devices, either using mobile networks and SIM cards, Ethernet, or WIFI in the Customer's premises.
- 10.2. The Customer is responsible for maintaining and updating the equipment and software required to use the Service, and for ensuring that communication services function correctly.
- 10.3. The Customer shall provide Åkerströms with access to the Service for support, troubleshooting, and service issues and provide personnel to assist Åkerströms with this.

- 10.4. The Customer is responsible for ensuring that login credentials, such as usernames, passwords, and RFID tags, are of good and secure quality and that they are stored securely and not shared with unauthorized persons.

11. Use of the Service

- 11.1. The Customer is responsible for keeping the number of users and devices within the level purchased from Åkerströms according to the Agreement. The Customer is aware that Åkerströms may charge extra if the level is exceeded.
- 11.2. The Customer is responsible for ensuring that only authorized users have access to the Service and that these users comply with the applicable terms of use and guidelines for the Service. The Customer is responsible for all actions performed by its users within the framework of the Service.
- 11.3. Any violations of the Service by users shall be considered a violation by the Customer itself, regardless of whether such activities occur with or without the Customer's permission.
- 11.4. The Customer is responsible for ensuring that the Service is not used in a manner that violates laws or regulations.
- 11.5. The Customer may only use the Service for its internal business purposes and may not modify, copy, sell, rent, lease, or otherwise distribute the Service or software to third parties. If the Customer uses third parties to perform certain tasks in its business and the Customer's login credentials need to be shared with third parties, the Customer shall still have full responsibility for the third party's use of the Service.

12. Subcontractors and Third-Party Services

- 12.1. Åkerströms has the right to engage subcontractors to fulfill its obligations under the Agreement and the Terms and has the right to change subcontractors during the contract term. Information about subcontractors is provided upon request.
- 12.2. Åkerströms has the right to use third-party services to fulfill its obligations under the Agreement and the Terms and has the right to change third-party services during the contract term. Information about third-party services is provided upon request.

13. Security and Backup

- 13.1. Åkerströms shall take all reasonable measures to protect and back up data in accordance with the Agreement. However, Åkerströms cannot be held responsible for the loss of data arising from circumstances beyond Åkerströms' reasonable control, including but not limited to technical failures of subcontractors, natural disasters, or acts and attacks by third parties.



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13.2. In addition to the above, the Customer is responsible for regularly backing up data accessible to the Customer that is of significance to the Customer and stored or processed in connection with the use of the Service.

14. Service Defects

14.1. In the event of a defect in the Service, Åkerströms shall remedy the defect as soon as circumstances require if possible. If the Customer has not been able to use the Service to a significant extent due to the defect, the Customer also has the right to receive a reasonable reduction of the fee related to the Service for the period from the notification of the defect and during the time the defect exists. A defect in the Service means deviations from functions and other requirements specified in a) the specification in the main agreement, b) product descriptions used by Åkerströms for the current update, version, or release of the Service. In case of contradictions between a) and b), they shall apply in the specified order.

14.2. The Service shall maintain the service level stated in the appendix "Service Levels." Åkerströms is only liable for price reductions or penalties for non-compliance with the agreed service levels according to the appendix. Beyond this, the Customer has no right to compensation or other compensation due to non-compliance with the agreed service levels unless there is intent or gross negligence.

14.3. The Customer has the right to assert remedies under this section only if the Customer has given Åkerströms written notice of this no later than 30 days after the Customer noticed or should have noticed the basis for the claim and has indicated and, if necessary, shown how the defect/lack is manifested.

15. Warranties

15.1. Åkerströms guarantees that Åkerströms has all necessary rights required to provide the Service to the Customer according to the Agreement. In the event that the Customer receives claims from third parties alleging that the Service infringes such third party's intellectual property rights, Åkerströms will hold the Customer harmless, provided that (i) the Customer immediately notifies Åkerströms that a claim has been received, (ii) Åkerströms has full control and decision-making power regarding the defense or negotiation of the claim, (iii) the Customer has not made any concessions, reached any settlements, or otherwise affected Åkerströms' ability to defend or negotiate a settlement regarding the claim, and (iv) the Customer reasonably assists Åkerströms in the defense or negotiation regarding the claim. Åkerströms' obligation to hold the Customer harmless under this section also requires that the Customer has installed all updates made available by Åkerströms, provided that the use of such an updated version of the Service would have avoided the infringement.

15.2. The Customer shall defend Åkerströms against claims or lawsuits where a third party has made claims based on the fact of Customer Data, or the Customer's use of the Service, is contrary to or infringes on the third party's intellectual property rights or is contrary to applicable laws. Åkerströms shall immediately notify the Customer of all such claims. The Customer shall indemnify Åkerströms for all costs, fees, damages, expenses, or losses incurred by Åkerströms according to a court-approved settlement or judgment, including attorney's fees, provided that Åkerströms cooperates with the Customer at the Customer's expense and gives the Customer full control over the legal process and/or settlement and that the settlement releases Åkerströms from all liability.

16. Liability and Limitations of Liability

16.1. Åkerströms is not responsible for damages or losses resulting from the Customer's incorrect use of the Service, including unauthorized access, incorrect configuration, or non-compliance with Åkerströms' instructions. The Customer is solely responsible for ensuring that all use of Customer Data complies with applicable laws and regulations.

16.2. Except as provided in the Terms, Åkerströms does not guarantee any third-party services that may be provided or used in connection with the Service, and Åkerströms is not responsible for damages, liabilities, or losses resulting from or related to such third-party services.

16.3. Åkerströms is not responsible for providing support for problems arising from: (a) the Customer's misuse or incorrect use of the Service, (b) software or services from third parties, (c) modifications or changes to the Service by anyone other than Åkerströms, or (d) hardware or network infrastructure not provided by Åkerströms.

16.4. Åkerströms' liability for damages is limited per calendar year to an aggregate amount that the Customer has paid for the Service in the last 12 months, but not more than 100,000 SEK. Åkerströms is not liable for the Customer's lost profits or other indirect damages. Nor does the liability cover the Customer's compensation obligations to third parties except in cases referred to in section 15. The limitation of liability under this section does not apply in cases of Åkerströms' intent or gross negligence.

16.5. Åkerströms is not responsible for lack of access due to interruptions or communication problems on the internet or other private and public networks used to access the Service.

17. Intellectual Property Rights

17.1. The Customer has the right to market themselves or make statements in the media regarding Åkerströms



and/or the Service only after written consent from Åkerströms.

- 17.2. All intellectual property rights regarding the Service belong to Åkerströms, or where applicable, Åkerströms' suppliers or licensors (see section 18 below regarding Customer Data). Nothing in the Agreement or Terms shall constitute a transfer or assignment of any intellectual property rights regarding the Service.

18. Customer Data

- 18.1. In the relationship between the Customer and Åkerströms, except as provided in section 20 below, the Customer has all rights to Customer Data. Unless otherwise stated in the Agreement, work to transfer the Customer's Data to the Customer during the contract period is an additional service and charged separately.

- 18.2. The Customer shall ensure that Customer Data is free from harmful software and illegal content, does not infringe on third-party rights, and does not otherwise harm or negatively impact the Service or Åkerströms' reputation.

19. Personal Data

- 19.1. The Customer is the data controller for the personal data processed in the Service. Åkerströms is the data processor and shall process personal data in accordance with the Agreement and the Customer's written instructions. Åkerströms shall be entitled to compensation for following the Customer's written instructions if the requested action is not stated in the Agreement or the Terms otherwise.
- 19.2. The parties agree that Åkerströms: a) shall ensure that persons authorized to process personal data have committed to confidentiality or are subject to an appropriate statutory confidentiality obligation b) shall take the security measures required under Article 32 of GDPR c) shall respect the conditions set out below for engaging sub-processors d) considering the nature of the processing, shall assist the Customer by appropriate technical and organizational measures, insofar as possible, so that the Customer can fulfill its obligation to respond to requests for the exercise of the data subjects' rights under Chapter III of GDPR e) shall assist the Customer in ensuring that the obligations under Articles 32–36 of GDPR are fulfilled, taking into account the nature of the processing and the information available to Åkerströms f) depending on what the Customer chooses, shall delete or return all personal data to the Customer after the provision of the Service has ended and delete existing copies unless the storage of personal data is required by law (notification from the Customer requesting the return of data shall be made to Åkerströms no later than 30 days after the Agreement's termination, otherwise the data will be deleted) g) shall provide the Customer with access to relevant information required to demonstrate that the obligations set out in Article 28 of

GDPR have been fulfilled and (at the Customer's expense) enable and contribute to audits, including inspections, conducted by the Customer or another auditor authorized by the Customer.

- 19.3. The Customer has given Åkerströms a general written prior authorization regarding the engagement of sub-processors. Information about engaged sub-processors is provided upon request. Åkerströms shall inform the Customer of any plans to engage new sub-processors or if an existing sub-processor is to be replaced by another so that the Customer has the opportunity to make reasonable objections to such a change.

- 19.4. Åkerströms shall ensure that sub-processors enter into a written data processing agreement before the sub-processor starts work related to the Customer. Such a data processing agreement shall contain at least the commitments and obligations regarding data processing as set out in this section.

20. Statistics and Anonymized Data

- 20.1. Åkerströms has the right to freely use data (including anonymized Customer Data) created in the Service for statistical purposes and to troubleshoot, optimize, and improve Åkerströms' services and products. All ownership rights to such data belong to Åkerströms, which has the right to use and store data without time limitations.

21. Service Termination

- 21.1. Notification from the Customer requesting the transfer of Customer Data upon service termination shall be made to Åkerströms no later than 30 days after the termination of the Agreement, otherwise, Customer Data will be deleted. Åkerströms has the right to charge the Customer according to the current price list for data conversion and transfer. The charge is made according to a running account for the time spent.

22. Confidentiality

- 22.1. The parties undertake not to disclose to third parties without the other party's consent such information about the counterparty's operations that may be considered a business or professional secret or information that is legally confidential. Confidentiality does not apply to information that a party can show became known to them in another way than through the assignment or that is publicly known. Confidentiality also does not apply when a party is obliged by law or court/authority decision to disclose information. If a party is thus obliged to disclose information, the counterparty shall be informed of this before such disclosure.
- 22.2. The party shall ensure through confidentiality agreements with personnel or other appropriate measures that confidentiality as above is observed.



The party is responsible for ensuring that any subcontractor and their employees participating in the assignment sign a confidentiality agreement of equivalent content

23. Force Majeure

23.1. A party is exempt from penalties for failure to fulfill certain obligations if the failure is due to circumstances ("Force Majeure") beyond the party's control that prevent fulfillment thereof. As soon as the obstacle ceases, the obligation shall be fulfilled as agreed. Force majeure includes war, acts of war, terrorist attacks, pandemics or epidemics (not known/ongoing at the time of the Agreement signing), governmental actions, new or amended legislation, labor market conflicts, or other circumstances beyond the party's control.

23.2. To obtain exemption under the above, the party shall immediately notify the other party in writing. Despite what is stated above about exemption from penalties, a party has the right under the stated circumstances to terminate the Agreement immediately if the counterparty's fulfillment of a significant obligation is delayed by more than 3 months.

24. Premature Termination

24.1. Each party has the right to terminate the Agreement immediately if a) the counterparty materially breaches its obligations under the Agreement and does not remedy within 30 days after written notice, addressed to the counterparty with reference to this point, or b) the counterparty has been declared bankrupt, initiated composition negotiations, is subject to corporate restructuring, or otherwise is insolvent.

24.2. Termination must be in writing to be valid.

25. Notices

25.1. All kommunikation mellan Parterna ska ske skriftligen och skickas till de adresser och via de kommunikationskanaler som anges i Avtalet.

25.2. Parterna åtar sig att omedelbart underrätta motparten i det fall denne byter kontaktuppgifter. Fram till dess att ett meddelande om byte av kontaktuppgifter har kommunicerats med motparten gäller kontaktuppgifterna i avsnitt 1 i detta avtal.

26. Överlåtelse

26.1. Part får varken överlåta eller upplåta sina rättigheter eller skyldigheter enligt Avtalet utan den andra partens skriftliga medgivande. Åkerströms får dock utan Kundens medgivande överlåta rätten att ta emot betalning enligt Avtalet.

27. Tillämplig lag och tvist

27.1. Avtalet och Villkoren ska tolkas och tillämpas i enlighet med svensk rätt.

27.2. Tvist med anledning av Avtalet och Villkoren ska i första hand lösas genom förhandlingar mellan Parterna. Om en lösning inte har nåtts inom skälig tid ska tvisten slutligt avgöras genom skiljedom enligt Stockholms Handelskammarens skiljedomsinstituts regler om förenklat skiljeförfarande. Skiljeförfarandet ska äga rum i Stockholm. Språket för förfarandet ska vara svenska.

