Terms and Conditions

Effective from November 1, 2021, and until further notice.

1. Acceptance

The software is web-based and accessible wherever there is an internet connection. The user's IP address may need approval in the system to gain access (especially when the user is in, for example, China or Russia). These terms govern your use of the Service operated and provided by Svetsutvecklarna i Sverige AB, hereinafter referred to as Svetsutvecklarna. If you do not agree to these terms, you may not use the Service. If you enter into these terms on behalf of another legal entity, you are responsible for ensuring that you have the actual authority to bind such entity (you and/or such entity collectively referred to as "Customer") to these terms.

Svetsutvecklarna expressly reserves the right to modify the terms at any time and at its sole discretion, without prior notice to the Customer, by incorporating such modifications into the terms and notifying when they come into effect. If, at any time, the Customer does not agree to the modified terms, the Customer has the right to terminate the subscription according to these terms and can no longer use the Service.

2. The Service

Svetsutvecklarna may periodically update the Service with new features and services, improvements, user feedback reports, and/or in accordance with Svetsutvecklarna's development plans for the Service. The Service may not be available during maintenance interruptions and other occasions.

The Service is provided "as is." Svetsutvecklarna assumes no responsibility for the functionality of the Service or the software's fitness for purpose. The Customer is responsible for all use of the Service under the Customer's username and password.

Svetsutvecklarna does not guarantee that the service is error-free or that Svetsutvecklarna will correct errors or deficiencies. To the extent permitted by law, these limited warranties are exclusive to the provision of the Service. Svetsutvecklarna and its subcontractors provide no other warranties, either express or implied.

The Service is made available to the Customer through an Internet connection provided by the Customer, and via servers hosted by Svetsutvecklarna. The Service may not be available in certain countries depending on the customer's internet access capabilities. The Customer is aware and acknowledges that the Customer's access to the Internet cannot be guaranteed, and Svetsutvecklarna shall not be held responsible for errors and deficiencies in the Customer's Internet connections and/or networks.

3. Fees

All prices (including free services) are reviewed annually and may be subject to change. In such cases, Svetsutvecklarna will provide advance notice to the Customer thirty (30) days before any price changes take effect on the website. If the Customer does not agree to the price changes, the Customer must terminate its use of the Service no later than the day they take effect.

4. Intellectual Property Rights

All intellectual property rights to the Service and documentation or other copyrighted works or materials created, developed, or provided by Svetsutvecklarna under these terms are and remain the exclusive property of Svetsutvecklarna. The Customer has no right to 1) reproduce IP-protected material from Svetskoordinatorn, 2) copy or modify Svetskoordinatorn, 3) create works derived from Svetskoordinatorn, 4) license, sublicense, sell, resell, rent, transfer, assign distribution, or otherwise make Svetskoordinatorn available to third parties other than the Customer's approved users (and if applicable, its subsidiaries' approved users), 5) reverse engineer, decompile, or disassemble any part of Svetskoordinatorn, except as permitted by law, 6) grant access to Svetskoordinatorn to build a commercially available product or service, or 7) copy features, functions, interfaces, or graphics of Svetskoordinatorn.

All information and data received from Svetsutvecklarna's databases are the exclusive property of Svetsutvecklarna. Svetsutvecklarna shall grant the Customer a free, worldwide, revocable limited right and license to use the portion of the data related to the Customer's owned device and the Device Data provided by the Service.

For the avoidance of doubt, the Customer's intellectual property rights existing at the effective date of these terms shall remain vested and constitute the exclusive property of the Customer.

5. Confidentiality and Data Protection

If the Customer and/or its subsidiaries collect and process personal data, identification data, or similar data (collectively referred to as "Customer Group's Personal Data") and introduce such initially collected personal data into the Service, the Customer and its subsidiaries shall confirm that they have collected and processed such data in accordance with applicable laws and the provisions of these terms. The parties agree that Svetsutvecklarna shall only process Customer Group's Personal Data to the extent necessary to provide the Service to the Customer. Svetsutvecklarna shall not be held liable if an individual lodges a complaint about Svetsutvecklarna's actions, provided such actions result from instructions received from the Customer and/or its subsidiaries. Additionally, Svetsutvecklarna has the right to use processed Customer Group's Personal Data for statistics, business, and product development. This usage is carried out in a way that does not disclose the Customer's identity or detailed information to third parties.

The Customer shall ensure that the Customer and its subsidiaries have the right to transfer relevant Customer Group's Personal Data, initially collected by the Customer and/or its subsidiaries and stored in the Customer's system, so that Svetsutvecklarna and its subcontractors can lawfully use, process, and transfer Customer Group's Personal Data in accordance with these terms on behalf of

the Customer and/or its subsidiaries. Svetsutvecklarna may, on its own behalf, use subcontractors to provide certain services within the Service. The processing of Customer Group's Personal Data shall continue as long as these terms are in effect.

6. Customer's Obligations

The Customer agrees not to use the Service in any way other than permitted by these terms. The Customer further agrees not to introduce viruses, worms, trojan horses, or other harmful codes, programs, scripts, files (collectively referred to as "Viruses") into the Service or anything unrelated to the program's intended purpose, either accidentally or intentionally. The Customer is responsible for all devices and telecommunication connections linked to its networks (especially the Customer's Wi-Fi network) and for the necessary technical protection of said devices, telecommunication connections, and networks to ensure data security.

7. Limitation of Liability

Svetsutvecklarna shall only be liable for direct damage that is proven to be the result of Svetsutvecklarna's intentional or grossly negligent actions. All direct damages must be reported to Svetsutvecklarna within one (1) month from the date the intentional or grossly negligent action, on which the claim is based, was discovered or should have been discovered. Svetsutvecklarna's total liability to the Customer and its subsidiaries, arising from Svetsutvecklarna's breach of its obligations under these terms, shall be limited to the lesser of two payment options, namely SEK 10,000 or twenty (20%) percent of the total value of the fees for the Service that the Customer paid under these terms during the immediately preceding twelve (12) months for the Cloud Service from which the claim originated.

Svetsutvecklarna shall not be liable for loss of use, production, profit, or contract, or for any indirect, special, punitive, or consequential damages (collectively referred to as "Indirect Damages"), nor for the destruction, loss, or alteration of the Customer's data or data files, nor for damages and expenses, including expenses related to data file recovery (collectively referred to as "Data Loss"). Svetsutvecklarna shall not be liable for intrusion, unauthorized use, attempted unauthorized use, or a parallel or similar issue affecting the Customer or an information system, including hardware and its installed software, whether originating from an information network or another source.

8. Force Majeure

Svetsutvecklarna shall not be liable to perform any obligation or be accountable to the Customer for any performance failure hereunder if Svetsutvecklarna is prevented from doing so due to reasons beyond Svetsutvecklarna's reasonable control and occurring without Svetsutvecklarna's fault or negligence, including but not limited to natural disasters, government interventions, floods, fires, internal disturbances, acts of terrorism, strikes, or other industrial actions, computer attacks, or malicious actions, such as attacks on or through the Internet (a "Force Majeure event"). A Force Majeure event also includes 1) a Force Majeure event for Svetsutvecklarna's subcontractors or licensees, 2) faulty implementation of

obligations by subcontractors appointed by the Customer to Svetsutvecklarna, as well as 3) inaccuracies in items, materials, or software requested by the Customer for Svetsutvecklarna to use.

9. Validity and Termination

These terms shall come into effect upon the activation of the Service and shall remain in force until terminated.

The Customer may terminate these terms and cease using the Service by contacting Svetsutvecklarna in writing. Svetsutvecklarna may terminate the Customer's account(s) or restrict the Customer's access to the Service if there are indications that the Customer has violated these terms. After the termination of these terms, Svetsutvecklarna has no obligation to maintain, provide, or delete data.

All disclaimers, facts, and obligations that, by their nature, are intended to survive termination, shall remain in force after the termination of these terms.

Svetsutvecklarna has the right to assign and transfer these terms and all its rights and obligations under said terms to subsidiaries or branch offices or to a third party in connection with business transactions, including but not limited to mergers, divisions, acquisitions, corporate reorganizations, joint ventures, or asset sales.