

Terms and conditions for the delivery and use of WeConnect

1 Scope

These terms and conditions shall apply on delivery of the industrial remote solution WeConnect and constitute an enclosure to the Contract concluded between the Seller and the Buyer.

2 Definitions

- 2.1 Buyer** means the party entering into a contract of use of WeConnect in accordance with Conclusion of Contract as per clause 4.
- 2.2 Buyer Account** means the account established for the Buyer when concluding a contract as per clause 4.
- 2.3 Contract** means the contract between the parties concerning the supply of WeConnect and all appendices, including these terms and conditions.
- 2.4 Contract price** means the payment to be made for the Service.
- 2.5 Seller/-s** means Westermo's affiliated companies, distributors or resellers.
- 2.6 Service** means access to the WeConnect solution as described under clause 3 below and on the Westermo website www.westermo.com
- 2.7 Service Period** means the duration of the Buyer Account unless earlier terminated as per clause 8 and 9.
- 2.8 Sub-supplier** means Westermo Teleindustri AB a corporation duly organized and existing under the laws of Sweden with its place of business at SE-640 40 Stora Sundby, Sweden.
- 2.9 Resources** means nodes, clients and secure networks as described at the Westermo website www.westermo.com.

3 The WeConnect Solution

The industrial remote solution WeConnect (WeConnect) is produced by Sub-supplier and marketed and sold by their Sellers.

WeConnect creates a secure network between remote assets using strong encryption techniques. WeConnect makes the user device (e.g. PC, smartphone) part of the remote network as if the user were actually at that location. WeConnect works with any type of internet connection. WeConnect is estimated to have an accessibility of 99,9 % during a 12-months period. Sub-supplier reserves the right to immediately apply critical and severe security, and other patches, if deemed needed. This may affect the availability of WeConnect for a short period of time.

Further information on WeConnect is available on the Westermo website www.westermo.com.

4 Conclusion of contract

The contract shall be deemed concluded upon signing a written agreement with the Seller, or if earlier, when the Seller has confirmed in writing, or in email message the Buyer's order, or initiated the provision of the Service.

The Contract for the use of WeConnect shall include specification of initial Resources ordered. During the term of the Contract additional Resources or prolongation of initial Resources to be agreed upon between the parties. Resources are valued in terms of Tokens and in accordance with pricelist attached to the Contract.

These terms and conditions shall be considered accepted after conclusion of contract in accordance with above.

5 Time for delivery, delay

The Service Period shall commence on the date agreed between the parties or if no such date has been agreed within a reasonable time after Buyer's order confirmed by Seller.

If Seller anticipates that he will not be able to deliver the Service at the time of delivery, he shall notify the Buyer thereof in writing, stating the reason and, if possible, the time when delivery can be expected.

If delay in delivery is caused by any of the circumstances mentioned in clause 14, by an act or omission on the part of the Buyer, including suspension under clause 8 or any other circumstances attributable to the Buyer,

the Seller shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

Termination of the Contract shall be the only remedy available to the Buyer in case of delay on the part of the Seller. All other claims against the Seller based on such delay shall be excluded, except where the Seller has been guilty to gross negligence.

6 Pricing

All prices are stated in the Contract exclusive of applicable taxes or other charges such as duties, customs, fees, tariffs or other government imposed surcharges based upon sale or use of WeConnect.

Costs for the Service including Resources ordered are unless otherwise agreed in writing payable regardless of whether such Service or Resources are used or not. Neither are such costs cancelable or refundable.

Seller reserves the right to change the prices related to the Service. If such changes are to the disadvantage to the Buyer the Seller shall inform the Buyer in writing at least 60 days in advance.

7 Payment

Unless otherwise agreed, payment for the Service including Resources ordered and including (where applicable) any VAT and/or other additional costs or duties therefore shall be made in advance for each Service Period ordered and debited to the Buyer's Account.

8 Consequences of non-payment

- a) Should a negative balance occur on the Buyer's Account a grace period of 30 days will apply. During such grace period continued use of the Service will be available but no new Resources can be created.
- b) Should negative balance still occur on the Buyer's Account after such grace period the Service will be suspended for a period of up to three months.
- c) Should Buyer's Account not be balanced within three months Seller shall be entitled to terminate the Contract by notice in writing and claim interest at 8 percentage points above the rate of the main refinancing facility of the European Central Bank from due date until payment is made.

9 Term and Termination

The Contract will be effective from date of Conclusion of Contract and will continue for the agreed Service Period unless terminated earlier in accordance with this clause 9.

Apart from clause 8 c) above the Contract may be immediately terminated by either party giving written notice if the other party (i) violates any provision of the Contract and fails to make good such violation within thirty (30) days after having received such written notice, (ii) is declared bankrupt or a petition in bankruptcy is filed by or against him or becomes involved in composition proceedings or fails to pay a non-disputable debt or for any other reason is considered insolvent.

10 Buyer's responsibility

The Buyer shall be solely liable for all setup and configuration of WeConnect.

It is the Buyer's sole responsibility that the Buyer's equipment is adequate enabled for remote access and at all times is well maintained.

11 Installation and configuration

Any installation of WeConnect is conditional upon the Buyer providing the following at Buyer's own cost and responsibility: (i) adequate Internet access, (ii) adequate user rights on personal computer, (iii) adequate personal computer, tablet or smartphone with internet access, (iv) adequate authority to apply WeConnect to the Buyer's equipment.

The Buyer shall prior to installing WeConnect ensure that the Buyer equipment in question is remote access enabled and is capable of communicating with WeConnect.

WeConnect shall be installed and configured by the Buyer and in accordance with instructions available on Westermo website www.westermo.com.

The Buyer, however acknowledges that neither Seller nor Sub-supplier is liable for data transmission to and from Buyer equipment, as neither Seller nor Sub-supplier has control over the internet or the Buyer's internet IT installations. Nor is Seller or Sub-supplier liable for the correctness of data received.

The Buyer must notify Seller without delay upon disturbance or loss of connection to WeConnect.

12 Liability

Neither Seller nor Sub-supplier shall be liable for any inability to access WeConnect caused by either (i) problems with the Buyer's internet access/ability to connect to WeConnect or internal it-systems regardless of reason, (ii) problems with the Buyer's equipment regardless of reason, (iii) general telecommunication problems, i.e. cable break-down heavy traffic etc, (iv) updates and other required maintenance of WeConnect, (v) attacks on or hacks of Buyer's data, (vi) physical attacks or cyber-attacks upon WeConnect or its network or the networks or facilities of third-party suppliers, (vii) extraordinary circumstances which are beyond the control of Seller or Sub-supplier or other sub-suppliers and which could not or should not reasonably have been foreseen and should not have been avoided or overcome when entering into this agreement.

Notice of defects, i.e. the service not working to specification, shall be made in writing and transmitted to the Seller without undue delay after the defect has been detected and shall contain a description of how the defect manifests itself.

Buyer's right to invoke a claim on account of a factual defect ceases 12 months after the date of occurrence. The right to raise a claim based on a legal defect or a defect limiting the use of WeConnect for which Seller or Sub-supplier is liable ceases 2 years after the date of occurrence.

If Buyer fails to provide notice in the manner and within the time stated, Buyer shall lose his right to invoke any claim based on the defect.

Sellers and Sub-supplier's liability for damages shall under any and all circumstances be limited to 15 % of the cost paid by the Buyer during the recent 12 months period before the notice of claim, however with a maximum of SEK 15 000.

Seller and Sub-supplier will not be responsible, or held liable, for any indirect, special, incidental, punitive or consequential damages of any kind, including but not limited to loss of profits, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

13 Copyright, Patents, Trade Marks and other Intellectual Property Rights

The Buyer acknowledges that any and all of the copyright, trademark, trade names, patents and other intellectual property rights (whether registered or not) created, subsisting or used in connection with the use of WeConnect including documentation relating thereto (Intellectual Property Rights) are legally and exclusively owned by Sub-supplier or Seller.

The Seller is not responsible for infringement of third party's right and which are due to the Buyer's use of the Service contrary to the Contract or the Buyer's modifying of the Service or infringement caused by the Buyer's use of the Service in combination with the Buyer's equipment or use of the Service that violates the law or in a manner for which it was not intended. The Buyer shall hold the Seller harmless for all costs, fees, damages or other claims caused to the Seller due to such modification or use.

14 Force Majeure

Either party shall be relieved from liability for a failure to perform any of their obligations due to any circumstance which impedes, delays, or aggravates any obligation to be fulfilled under this Agreement, such as acts or omissions of authorities, new or changed legislation, conflict on the labor market, industrial disputes,

blockade, fire, flood, restrictions in the use of power, acts of authorities, goods or energy or major accidents and currency restrictions as well as defects or delay related to deliveries from sub-contractors caused by such circumstance. A party who claims relief according to the provisions above must notify the other party thereof without delay. As soon as the impediment has ceased the obligation shall be performed in accordance with the provisions of the Contract. Should a party's performance under the Contract be delayed beyond thirty (30) days, the parties may either (i) agree on extension of time of performance, or (ii) either party may terminate the Contract upon notice to the other party.

15 Law and jurisdiction

All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The Contract shall be governed by the substantive law of the Seller's country.