

Rottne Connect Telematic Service Agreement Terms, Machine builder - Machine owner

_____ (Machine builder) and _____ (Machine owner) enter this agreement from the day of signature below according to the following terms. Machine builder refers to the developer and manufacturer of the machine/equipment, Machine owner refers to the owner of one or more machines /equipment from the Machine builder.

1. Rottne Connect

The Machine builder provides the Connect service through which the Machine owner via the Internet gets access to the machine's operating data in the manner evident from this agreement.

Machine data that is registered includes: machine hours, fuel consumption, position, error codes and production. If the function is enabled, logged in operators can also be traced, with their own or an anonymous name.

Machine data is registered to support a safe and correct handling of the machine in question and to facilitate fault localisation.

The agreement gives the Machine owner a non-exclusive right to use Connect according to the terms of the agreement.

2. Rights to data

The data registered on Connect is the property of the Machine owner. Generated historical data is available to the Machine owner via the Connect portal as long as a valid subscription to the service has been taken out.

The Machine owner approves, through this agreement, that the Machine builder has access to the machine data in order to further develop their products and services. The Machine builder undertakes to not use the data to limit warranties or other similar obligations to the Machine owner, or not distribute data outside of the Connect system. The right to study the data is given to the Machine builder, Service provider and the Developer of the Connect service.

The Machine builder is entitled to store data for an indefinite period, however, not the obligation, as well as to delete data. This provided that data is stored pursuant to applicable laws and provisions where the data is stored. The Machine owner is aware and accepts that data removed from the server cannot be recovered or retrieved.

3. Term and termination of the agreement

The agreement is valid from the date of entry and over a term of 60 months from the date of signature of this agreement. The parties are entitled to terminate the agreement in writing with a period of notice of 3 months. After the first 60 months have expired, this agreement ceases to be valid. The Machine owner is given the opportunity to extend the agreement according to paragraph 4 below.

4. Fees and payment

The first 60 months of this agreement are not subject to a monthly fee. However, the Machine builder is entitled to charge for the continued use of the service should the agreement be renewed. Renewed access to the Connect service occurs after 60 months in the form of a newly signed agreement.

If the new, extended agreement has not been terminated at the latest 3 months prior to the expiry of the agreement term, the agreement will be automatically extended for additional periods of 12 months at a time, as long as the agreement is not terminated at the latest 3 months before the next 12 month period. The agreement periods will be billed to the Machine owner according to the applicable price list.

Current fees and other terms are available on request from the Machine builder's dealers or download from the following link: rottne.com/rottneconnect
Billing of the coming month's fees will be made with payment terms of 30 days.

5. Function and scope

Connect assumes the Machine owner has an installed Connect terminal in the machine and an active service subscription. The Connect terminal includes a mobile telephone subscription and SIM card that is limited for the use of Connect. Only SIM cards provided by the Machine builder may be installed in the Connect terminal so that the right functionality is obtained.

SIM cards supplied by the Machine builder for use in the Connect terminal may not be removed and used in other units for mobile communications outside of Connect. Incorrect use of the SIM can violate any warranty and support.

The Machine builder continuously develops the service's function and adds this to Connect through version updates. The Machine owner is aware and accepts that Connect's function and operation may change in connection with this.

6. Administration and Integrity

The Machine builder gives the Machine owner access to an individual data structure in Connect. Unique customer data is saved in this data structure as well as the settings that apply to the Machine owner.

The Machine owner is the responsible administrator and can allocate administration privileges within his own organisation, but solely bears ultimate responsibility for administration.

Information and guidance regarding the management of personal details and integrity can be found among others via:

- <https://www.datainspektionen.se/dataskyddsreformen/dataskyddsforordningen/forordningstexten/>

The Machine owner/Employer is responsible to inform any interested parties that data is collected, the purpose of collection and to obtain the requisite consent.

7. Availability

The Machine builder is entitled to take actions that affect the availability of the service if required for technical or security reasons. Such measures are to be performed promptly and in such a way to limit disruptions. The Machine owner is to be notified well in advance of any planned downtime via the web portal or e-mail.

8. Fault reporting

Fault reporting must be carried out using the special procedure on the web portal or if this is not possible via e-mail. The Machine builder undertakes to correct any deviations in system functionality in relation to the function description. Correction occurs through rectification of the fault or instruction how to bypass the fault. The Machine builder's undertaking presupposes that the Machine owner makes fault reports according to the applicable instructions so that the fault can be recreated.

Actions are carried out with the urgency that the circumstances demand based on the priority of the fault.

9. Limitation of liability and force majeure

The Machine builder is not responsible in any instance for direct or indirect damage, technical or commercial, loss of data or the like that may occur as a consequence of using Connect. The Machine builder is not responsible for any costs that arise on account of incorrect use of the SIM card and associated subscription.

The Machine owner is responsible that all of the user's use of Connect occurs in accordance with applicable laws and provisions, the terms of the agreement and good network practice. User names and passwords must be managed in a secure manner, so that they do not come into unauthorised hands. Furthermore, the Machine owner may not take, encourage or support hacker attack against the Connect service.

The following circumstances constitute grounds of discharge from liability if they obstruct the Agreement's fulfilment or of it becoming



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unreasonably burdensome: labour conflicts and any other circumstance that the party cannot prevail over such as fire, war, mobilisation or military call-ups of an equivalent extent, requisition, seizure, currency restrictions, insurgency and riots, shortage of means of transport, general shortage of goods, restrictions on motivation and errors in or delays to deliveries from subcontractors, caused by such grounds of discharge from liability.

The aforementioned circumstances make up grounds of discharge from liability only if their effect on the fulfilment of the Agreement could not be expected when the Agreement was entered into.

A party wishing to invoke grounds of discharge from liability shall, within two weeks through Written notification, notify the other party of the occurrence thereof. If notification does not occur within the specified deadline the party may not invoke grounds of discharge from liability for the time until such notification has been given.

10. Transfer of the agreement

The Machine owner is not entitled to transfer this agreement or the rights in this agreement without the written consent of the Machine builder. If the Machine owner changes during the term of the agreement this must be notified immediately to the Machine builder.

11. Disputes

Disputes arising from this agreement shall finally be determined through arbitration pursuant to the Arbitration Institute of the Stockholm Chamber of Commerce's rules for simplified arbitration. The arbitration shall take place in Växjö.

Machine builder

Location & Date

Signature

Name in block letters

Machine owners

Location & Date

Signature

Name in block letters

Email

Phone

Machine number