

Terms of Service

for the use of

KLAXON FLEET MANAGEMENT SYSTEM

1 PARTIES

- 1.1 These Terms of Service ("**Terms**") form a legally binding agreement between Etac AB, corporate identity number 556324-9746, of Kista Science Tower, SE-164 51 Kista, Sweden ("**Etac**", "Provider", "we", "us" or "our"), and the distributor or dealer identified in the invitation, organisation record or acceptance process as the entity to which access to the FMS is provided ("**Customer**").
- 1.2 The Parties agree as set out below.

2 INTERPRETATION

- 2.1 In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 2.1.1 "**Account Data**" means information used to invite, register, authenticate, administer or support an Authorised User, including business contact details, email address, telephone number, authentication information, assigned organisations and roles;
- 2.1.2 "**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party;
- 2.1.3 "**Applicable Data Protection Law**" means data-protection, privacy and electronic-communications laws applicable to processing under these Terms, including the Regulation (EU) 2016/679 ("**GDPR**") and, where applicable, UK and United States privacy laws;
- 2.1.4 "**Authorised User**" means an individual employee, officer, approved contractor or another member of the Customer's personnel whom the Customer has authorised, and Etac or Klaxon has approved, to access the FMS for the Customer;
- 2.1.5 "**Customer Administrator**" means an Authorised User assigned administrative permissions for the Customer or an organisation that the Customer is authorised to manage;
- 2.1.6 "**Customer Content**" means information entered into the FMS by or for the Customer, including organisation details, fleet assignments, device assignments and support communications. It excludes Product Data, Service Data and Provider technology;
- 2.1.7 "**Documentation**" means the user guides, manuals, instructions and other documentation made available for the FMS or a Supported Device, as updated from time to time;

- 2.1.8 **"FMS"** means the Klaxon Fleet Management System web platform, including its dashboards, interfaces, information and Documentation;
- 2.1.9 **"Klaxon"** means KLAXON Mobility GmbH, registered in Austria under company register number FN 442221a, with its registered office at Industriestraße 1, 9601 Arnoldstein, Austria;
- 2.1.10 **"Personal Data"** means information relating to an identified or identifiable natural person and any equivalent concept under Applicable Data Protection Law;
- 2.1.11 **"Product Data"** means data generated by or relating to a Supported Device and made available through the FMS, including identifiers, model and production information, firmware information, odometer readings, energy consumption, powered-on time, battery-cycle and range estimates, activation events, device identifier, last cloud connection, fault information, component information and detected usage anomalies.
- 2.1.12 **"Service Data"** means technical, performance and usage data generated or derived from the operation or use of the FMS. Service Data may relate to or identify a Supported Device but excludes Account Data and Customer Content.
- 2.1.13 **"Supported Device"** means a Klaxon-branded product designated as supported by the FMS.
- 2.2 In these Terms—
- 2.2.1 clause headings and the heading of the Terms are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes —
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*;
- 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and
- 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.
- 2.3 Any reference in these Terms to –
- 2.3.1 **"Business hours"** shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon Central European Time, or Central European Summer Time, as applicable;

- 2.3.2 **"Laws"** means any law or legally binding requirement applicable to a Party, the FMS, a Supported Device or the performance of these Terms, including any applicable treaty, constitution, statute, legislation, regulation, rule, ordinance or by-law, whether national, federal, state, regional or local; any applicable law of the European Union, including any regulation, decision, delegated act or implementing act, and any directive to the extent implemented in national law or otherwise legally applicable; and any legally binding judgment, order, ruling, decision, notice or requirement of a competent court or governmental, judicial, administrative, supervisory or regulatory authority, in each case as amended, consolidated, re-enacted or replaced from time to time, and **"Law"** will be construed accordingly; and
- 2.3.3 **"person"** means any person, company, trust, partnership or other entity whether having separate legal personality.
- 2.4 The words **"include"** and **"including"** mean "include without limitation" and "including without limitation". The use of the words **"include"** and **"including"** followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in these Terms, shall be given effect to as if it were a substantive provision in the body of the Terms.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Terms.
- 2.7 Unless otherwise provided, defined terms appearing in these Terms in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

3 INVITATIONS, ACCOUNTS AND ACCESS

- 3.1 Access to the FMS is invitation-only. Before the Customer first accesses the FMS, a representative authorised to bind the Customer must accept these Terms on the Customer's behalf. Each Authorised User will receive an email invitation containing a unique account-activation link, which expires 72 hours after it is sent, and must acknowledge these Terms and agree to comply with them before accessing the FMS.

- 3.2 A person who accepts these Terms on the Customer's behalf represents and warrants that they have authority to bind the Customer. The Customer must ensure that its Authorised Users comply with these Terms and remains responsible for their acts and omissions in connection with the FMS.
- 3.3 Each Authorised User must use an individual account and complete the required authentication steps, including multi-factor authentication. Accounts, passwords, verification codes and authentication devices must not be shared. The Customer must keep Account Data accurate and promptly notify Etac of a compromised account.
- 3.4 The Customer is responsible for selecting appropriate Customer Administrators, assigning least-privilege access, periodically reviewing access and promptly removing access that is no longer required. The Customer must immediately report an incorrect role, organisation or device assignment and must not access, copy or use apparently misdirected data beyond what is strictly necessary to report the issue.

4 FMS SERVICE AND DATA FLOW

- 4.1 The FMS is a cloud-based B2B platform that collects, stores, organises and displays information uploaded from Supported Devices. It is intended to assist authorised distributors and dealers with fleet visibility, remote troubleshooting support, traceability and service decisions.
- 4.2 Depending on access permissions and current functionality, the FMS may provide dashboards, device lists and search functionality, organisation filters, device summaries, usage and production information, activation history, fault information, information relating to components and paired control or command modules, organisation administration, manuals and tutorials. In relation to the operation of Supported Devices, the FMS is display-only and cannot transmit commands to, configure, change the settings of or remotely control any Supported Device. Any information relating to a paired control or command module is displayed for informational purposes only and does not enable command functionality through the FMS.
- 4.3 The Supported Device records information locally. Product Data is not transmitted to the FMS automatically or continuously. Product Data is uploaded when a device user opens the separate Klaxon App and connects a compatible device using Bluetooth. The Klaxon App acts as the synchronisation gateway. The FMS therefore reflects the information received at the most recent successful synchronisation, not the device's current state.
- 4.4 The FMS currently supports the Klaxon Twist and provides limited visibility of Klaxon Klick devices, including information concerning the organisation to which a Klick device is assigned. Klaxon Klick does not currently transmit Product Data to the FMS because it does not have the required connected module. Any future connected functionality or

Product Data support for Klaxon Klick, and support for other Klaxon products, will apply when identified in the current Documentation. Etac may add, remove or change fields, functions, products and technical requirements in accordance with clause 23.

5 INTENDED USE AND SAFETY LIMITATIONS

- 5.1 The FMS is intended solely to provide informational fleet-monitoring and device-troubleshooting support to trained Authorised Users acting in a business or professional capacity. It does not make or replace any clinical or therapeutic decision and is not intended to diagnose, prevent, monitor, predict, prognose, treat or alleviate any disease or injury. The Customer and Authorised Users must not use or rely on the FMS for any such medical purpose. Any use contrary to this clause constitutes unauthorised use. Subject to clauses 21 and 22, and to the maximum extent permitted by applicable law, Etac and its Affiliates shall not be liable for any loss arising from such unauthorised use.
- 5.2 The FMS is not a real-time, continuous, safety-critical or emergency-monitoring service. It does not start, stop, steer, brake, configure or update a Supported Device. Firmware updates are delivered through a separate process and cannot be initiated through the FMS. The FMS cannot transmit commands to configure or remotely control a Supported Device. It is the responsibility of the Authorised User to inform the relevant stakeholders of this limitation.
- 5.3 Product Data, estimates, anomalies, status indicators and fault information must not be used as the sole basis for a safety, clinical, therapeutic, insurance, reimbursement, tender, warranty or device-access decision. Before acting, the Customer must use appropriately trained personnel to verify the physical device, current conditions, source data, applicable instructions for use, service procedures and other relevant information.
- 5.4 Applicable instructions for use, safety notices, recalls, field safety corrective actions and authorised service instructions prevail over inconsistent FMS information. The Customer must promptly report suspected serious incidents, malfunctions and materially incorrect device information through the product-safety channel specified by Etac or Klaxon. An ordinary support message does not replace a mandatory regulatory report.

6 ACCESS RIGHT AND ACCEPTABLE USE

- 6.1 Subject to these Terms, Etac grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable right during the Term to permit its Authorised Users to access and use the FMS and Documentation solely for the Customer's authorised business activities relating to authorised Klaxon products and fleets, including activities undertaken through its dealer network.

7 RESTRICTIONS

- 7.1 The Customer must not, and must not permit any person to:
- 7.1.1 Share any login credentials or permit unauthorised access;
 - 7.1.2 access or attempt to access another organisation's account, fleet, device or data without authority;
 - 7.1.3 circumvent authentication, permissions, tenant separation, security controls or technical restrictions;
 - 7.1.4 probe or test vulnerabilities or conduct security research without prior written approval;
 - 7.1.5 reverse engineer, decompile, disassemble, modify or attempt to discover non-public source code or interfaces, except to the limited extent mandatory law permits;
 - 7.1.6 scrape, crawl, bulk extract or use automated access except through an interface expressly authorised by Etac or Klaxon;
 - 7.1.7 upload malicious code, disrupt the FMS or interfere with another user;
 - 7.1.8 resell, rent, time-share or provide the FMS as a service bureau;
 - 7.1.9 use the FMS or Product Data to train or improve a competing product without prior written consent; or
 - 7.1.10 use the FMS unlawfully or for a safety-critical, autonomous or prohibited decision.

8 ORGANISATIONS AND CUSTOMER RESPONSIBILITIES

- 8.1 At the Customer's request, Klaxon may create or link an organisation profile that the Customer is authorised to manage. Any organisational hierarchy represented through the FMS is an access and administration structure only and does not establish agency, ownership, corporate control or authority between separate legal entities. The Customer must have the necessary authority to request or administer any linked organisation profile.

9 DEVICE AND FLEET ASSIGNMENTS

- 9.1 The Customer must assign, transfer, remove and view devices only where authorised by the applicable commercial relationship and by the device owner, lessee, user or other rights holder where required. It must promptly correct or report an incorrect assignment. Etac, acting directly or through Klaxon as operator, may require evidence of authority or suspend an assignment while a dispute or security issue is investigated.

10 CUSTOMER RESPONSIBILITIES

- 10.1 The Customer must:

- 10.1.1 use the FMS and available data lawfully, fairly, proportionately and only for an authorised business purpose;
- 10.1.2 keep Customer Content and organisation information accurate and current;
- 10.1.3 ensure that Authorised Users are trained and have only the access required for their roles;
- 10.1.4 obtain every notice, lawful basis, permission and authority required for its collection, association, access, use or disclosure of Personal Data;
- 10.1.5 not input, upload or otherwise submit through the FMS any Personal Data relating to an individual user of a Supported Device, or associate any Supported Device or Product Data with an identified or identifiable natural person, including by reference to a name, patient or customer number, contact details or other identifying information;
- 10.1.6 maintain reasonable safeguards for systems and devices used to access the FMS; and
- 10.1.7 cooperate reasonably in investigating access errors, security incidents, privacy requests and product-safety matters.

11 DATA RIGHTS AND PERMITTED USE

- 11.1 As between Etac and the Customer, the Customer retains its rights in Customer Content. The Customer grants Klaxon and authorised service providers a non-exclusive right during the Term and any permitted retention period to host, reproduce, transmit, organise, display and otherwise process Customer Content as necessary to provide, administer, secure, support and maintain the FMS and comply with the Terms and applicable law.
- 11.2 The Customer may access and use Product Data made available to its organisation for its authorised fleet-management and service purposes, subject to third-party rights, confidentiality, the Terms and applicable law. These Terms do not treat Personal Data as property or determine rights against a device owner, lessee, user or other entitled person.
- 11.3 Klaxon may process Customer Content, Product Data and Service Data to provide, secure, support and maintain the FMS; prevent misuse; comply with law; and perform confirmed product-safety, quality, vigilance, warranty and regulatory functions. Any use of identifiable or pseudonymous data for analytics, product development or product improvement must be consistent with the applicable privacy notice, lawful basis and the data-processing roles described in clause 12.
- 11.4 Klaxon may use information that has been aggregated or effectively de-identified for lawful analytics, security, quality and improvement purposes, provided it does not attempt to re-identify it and does not disclose Customer Confidential Information.

- 11.5 Nothing in these Terms limits a non-waivable right under the EU Data Act or other applicable law to access, use or share data generated by a connected product or related service. The parties will cooperate reasonably with a valid statutory access request, subject to authentication, security, confidentiality, Personal Data protection and trade-secret safeguards.

12 PRIVACY AND DATA PROTECTION

- 12.1 Each party must comply with Applicable Data Protection Law for processing for which it determines the purposes and means. Klaxon independently determines the purposes and means of the Personal Data that it processes in connection with the FMS and acts as a controller in respect of that processing, as further described in the applicable privacy notice.
- 12.2 Klaxon's FMS Privacy Notice available through https://fleetmanagement.klaxon-twist.com/assets/docs/Fleet_management_privacy_policy_rev01_280526.pdf describes controller processing connected with the FMS. The separate Klaxon App Privacy Notice located in the Klaxon App applies to the Klaxon App. Privacy notices describe processing and do not override the Terms or mandatory law.

13 SECURITY AND CONFIDENTIALITY

- 13.1 Etac will ensure that appropriate technical and organisational measures are maintained for the FMS, taking account of the nature of the processing, available technology, implementation cost and risk. The Customer must protect credentials and authentication channels, use supported and reasonably secure devices and browsers, apply least privilege and maintain appropriate onboarding and offboarding procedures.
- 13.2 Each party must notify the other without undue delay after becoming aware of a security incident materially affecting the other party's data or use of the FMS. The parties will cooperate reasonably in containment, investigation, remediation and legally required notifications. Notice does not constitute an admission of fault.
- 13.3 **Confidential Information.** "Confidential Information" means any non-public information disclosed or made available, directly or indirectly, by or on behalf of one party or any of its Affiliates (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with these Terms, whether orally, visually, electronically, in writing or in any other form, that:
- 13.3.1 is marked or identified as confidential; or
- 13.3.2 by its nature, content or the circumstances of its disclosure ought reasonably to be understood as confidential.
- 13.3.3 Customer Content and non-public Product Data made available to the Customer's organisation constitute Customer Confidential Information. Non-public information

concerning the FMS, Documentation, software, functionality, architecture, interfaces, security measures, vulnerabilities, technical specifications, products, product plans and roadmaps constitutes Etac Confidential Information. For purposes of this clause, Confidential Information belonging to Klaxon or another Affiliate of Etac will be treated as Etac Confidential Information.

13.3.4 **Use and disclosure.** The Receiving Party may use Confidential Information only to perform its obligations or exercise its rights under these Terms. It may disclose Confidential Information only to its Affiliates, personnel, Authorised Users, professional advisers, auditors, contractors and service providers who:

13.3.4.1 require access to it for a purpose permitted by these Terms; and

13.3.4.2 are bound by written confidentiality obligations, professional duties or other legally enforceable obligations that are at least as protective as this clause.

13.3.5 The Receiving Party must ensure that Confidential Information is disclosed only to the extent reasonably necessary and remains responsible for any breach of this clause by a person to whom it discloses the information.

13.3.6 **Protection of Confidential Information.** The Receiving Party must:

13.3.6.1 protect Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature and, in all circumstances, no less than reasonable care;

13.3.6.2 maintain reasonable technical and organisational safeguards against its unauthorised access, use, disclosure, alteration, loss or destruction; and

13.3.6.3 notify the Disclosing Party without undue delay after becoming aware of any actual or reasonably suspected unauthorised access to, use or disclosure of Confidential Information and reasonably cooperate in limiting and remedying its effects.

13.3.7 The obligations in this clause do not apply to information that the Receiving Party can demonstrate:

13.3.7.1 is or becomes publicly available other than through a breach of these Terms or another duty of confidentiality;

13.3.7.2 was lawfully known to the Receiving Party without restriction before its disclosure by or on behalf of the Disclosing Party;

13.3.7.3 was lawfully received from a third party that was not, to the Receiving Party's knowledge, subject to any obligation restricting its disclosure;

- 13.3.7.4 was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or
- 13.3.7.5 has been approved in writing by the Disclosing Party for unrestricted disclosure or use.
- 13.3.8 **Legally required disclosure:** The Receiving Party may disclose Confidential Information to the extent required by applicable law, a competent regulatory authority or a binding court order. Before making the disclosure, the Receiving Party must, to the extent legally permitted and reasonably practicable:
 - 13.3.8.1 give the Disclosing Party prior written notice;
 - 13.3.8.2 disclose only the minimum amount of Confidential Information legally required;
 - 13.3.8.3 give the Disclosing Party a reasonable opportunity to seek confidential treatment, a protective order or another appropriate remedy; and
 - 13.3.8.4 reasonably cooperate with the Disclosing Party concerning the timing, content and manner of the disclosure.
- 13.3.9 **Rights in Confidential Information.** All rights in Confidential Information remain with its lawful owner. Disclosure of Confidential Information does not transfer ownership or grant the Receiving Party any licence or other right in that information, except for the limited rights expressly granted under these Terms. The classification of information as Confidential Information does not itself determine ownership of that information.

14 INTELLECTUAL PROPERTY

- 14.1 Etac, Klaxon and their licensors retain all right, title and interest in the FMS, Documentation, software, designs, interfaces, databases, know-how, improvements and related intellectual-property rights. The Customer receives only the limited access right in clause 6.1. Customer Content remains subject to clause 11.

15 AVAILABILITY, SUPPORT AND SERVICE LEVELS

- 15.1 **No Service Level:** No minimum availability, uptime, response time, resolution time, recovery objective or service credit applies. The FMS may be unavailable for maintenance, updates, security work, telecommunications or cloud failures, force majeure or other causes.
- 15.2 **Changes to the FMS:** Etac may update, modify, suspend or discontinue features, interfaces, data fields, supported products or technical requirements. Where reasonably practicable, Etac will give advance notice of a change that materially reduces core

functionality. It may act without advance notice where necessary for security, law, product safety, third-party service changes or urgent maintenance.

- 15.3 **BETA Features:** A feature identified as beta, preview, pilot or evaluation may be incomplete, changed or withdrawn at any time and must not be used for production, safety-critical or regulated decisions unless Etac expressly approves that use in writing.

16 TERM, SUSPENSION AND TERMINATION

- 16.1 These Terms begin when the Customer accepts these Terms and continues until terminated under clause 18 ("**Term**").

17 SUSPENSION

- 17.1 Etac, acting directly or through Klaxon as operator, may immediately suspend an account, user, organisation, device assignment or access to the FMS to the extent reasonably necessary to address suspected unauthorised access, a security or safety risk, unlawful activity, a material breach, an incorrect assignment, a competent-authority request, expiry of the relevant commercial relationship or a threat to the FMS or another user. Where appropriate and in terms of clause 18, Etac will give notice and a reasonable opportunity to remedy the issue.

18 TERMINATION

- 18.1 The Customer may terminate at any time by written notice and stopping use of the FMS. Either party may terminate if the other materially breaches these Terms and fails to remedy a remediable breach within 14 days after written notice. Etac may terminate immediately where a breach cannot be remedied, continued service would be unlawful or create a material security or safety risk, or the Customer's authorising commercial relationship ends.
- 18.2 On termination, access rights end. Accrued rights and provisions intended by nature to survive remain effective, including data retention, confidentiality, intellectual property, liability, disputes and general provisions.
- 18.3 Etac may terminate these Terms without being required to establish cause, by giving the Customer at least thirty (30) days' prior written notice.
- 18.4 During the notice period, Etac will continue to provide access to the FMS in accordance with these Terms, unless Etac is otherwise entitled to suspend or terminate access under the Terms.
- 18.5 Termination under this clause does not terminate or otherwise affect any separate distribution, dealership, supply, service or other commercial agreement between the Customer and Etac or any of its Affiliates.

- 18.6 The Customer's rights in relation to the export or retrieval of Customer Content and Product Data are governed by clause 19.

19 EXPORT, RETENTION AND DELETION

- 19.1 During the Term, the Customer may access and use Customer Content and Product Data made available to its organisation through the FMS. The Customer may export such data only to the extent that export functionality is made available through the FMS or Etac agrees to provide an export. Any export will be provided in a format reasonably available to Etac and may be subject to authentication, third-party rights, confidentiality, technical feasibility and applicable law. Except where required by applicable law, Etac is not required to develop new functionality or provide an export of data that is not ordinarily exportable through the FMS.
- 19.2 Account Data and Customer Content will be retained and deleted in accordance with the applicable Privacy Notice, Klaxon's documented retention arrangements and applicable law, subject to routine backup cycles and any continued retention reasonably required for legal compliance, security, fraud prevention or disputes.
- 19.3 Klaxon may retain Product Data following the expiry or termination of these Terms or the deletion of the Customer's account for the purposes permitted under clause 11, including product safety, quality, vigilance, warranty, security, analytics, product development and product improvement. The expiry or termination of these Terms or deletion of the Customer's account does not, of itself, require Klaxon to delete Product Data. To the extent that Product Data constitutes Personal Data, Klaxon must retain and process it in accordance with Applicable Data Protection Law and the applicable privacy notice. Nothing in this clause limits any non-waivable right to access, receive, erase or otherwise exercise rights in relation to data under the EU Data Act, Applicable Data Protection Law or other applicable law.

20 GENERAL WARRANTIES

- 20.1 Each of the Parties hereby warrants to and in favour of the other that –
- 20.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to agree and bind itself to these Terms;
- 20.1.2 these Terms constitute an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 20.1.3 the execution of these Terms and the performance of its obligations hereunder do not and shall not –
- 20.1.3.1 contravene any law or regulation to which that Party is subject;

- 20.1.3.2 contravene any provision of that Party's constitutional documents; or
- 20.1.3.3 conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; and
- 20.1.4 to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of these Terms;
- 20.1.5 it is binding itself to these Terms as principal (and not as agent or in any other capacity);
- 20.1.6 no other party is acting as a fiduciary for it; and
- 20.1.7 it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in these Terms.
- 20.2 **As is Service:** To the fullest extent permitted by law, the FMS, Documentation, Product Data, estimates, anomalies, status indicators and support are provided "as is" and "as available". Etac excludes warranties and conditions not expressly stated, including fitness for a particular purpose, accuracy, completeness, uninterrupted availability and error-free operation.
- 20.3 **Data output and limitations:** Etac does not warrant that Product Data is current, complete or accurate; that every upload, activation, fault or anomaly will be captured; that an estimate predicts actual performance; that a status reflects the present physical condition of a device; or that the FMS will identify every fault, unsafe condition or required service action.

21 INDEMNITIES

- 21.1 Subject to the exclusions and limitations of liability contained in these Terms, the Customer will indemnify and hold harmless Etac and its Affiliates, including Klaxon, and their respective officers, directors and employees from and against any third-party claim, action or proceeding, and any resulting liability, damage, loss, cost, expense or reasonable legal fee, to the extent arising directly from:
 - 21.1.1 any breach of the Terms by the Customer or an Authorised User;
 - 21.1.2 any unlawful, prohibited, negligent or unauthorised use of the FMS by the Customer or an Authorised User;
 - 21.1.3 any Customer Content supplied or made available through the FMS by or on behalf of the Customer; or
 - 21.1.4 any decision, representation, maintenance activity, repair, service action or other measure undertaken by the Customer or an Authorised User in reliance on information displayed through the FMS.

22 LIMITATION OF LIABILITY

- 22.1 **Non-excludable liability:** Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, or liability that cannot lawfully be excluded or limited.
- 22.2 **Excluded Loss:** Subject to clause 22.1, neither Etac nor its Affiliates will be liable to the Customer for loss of profit, revenue, anticipated savings, business, opportunity, goodwill or reputation; business interruption; loss or corruption of data; or indirect, special, incidental, punitive or consequential loss, whether in contract, tort or otherwise, even if advised of the possibility.
- 22.3 **General cap:** Subject to clause 22.1, the aggregate liability of Etac and its Affiliates arising out of or in connection with these Terms or the FMS will not exceed EUR 10,000 (the "General Cap").

23 CHANGES TO THESE TERMS

- 23.1 Etac may change these Terms by giving notice through the FMS, by email or another reasonable electronic method. A materially adverse change will ordinarily take effect at least 30 days after notice. A change may take effect sooner where reasonably necessary for law, security, product safety or an urgent service change. Etac may require renewed acceptance.
- 23.2 If the Customer objects to a materially adverse change, it may terminate before the change takes effect. Continued use after the effective date constitutes acceptance where permitted by law. No change retroactively alters a claim arising before its effective date.
- 23.3 Etac may, without prior notice, introduce or expand support for additional products or devices through the FMS, including additional functionality or Product Data support for Klaxon Klick, provided that the change does not materially adversely affect the Customer's rights or obligations under these Terms. Where such a change requires a material amendment to these Terms, Etac shall notify the Customer in accordance with this clause 23 before the amendment takes effect.

24 NOTICES

- 24.1 Etac may send operational notices through the FMS or to an Authorised User's account email. Formal legal notices to Etac must be sent by email to Etac's established support channel. Formal legal notices to the Customer must be sent to the legal-notice or Customer Administrator email recorded in the FMS. An email is treated as received on the next business day unless the sender receives a delivery-failure notice. A notice actually received is valid despite a technical defect in method.

25 BENEFIT OF THESE TERMS

- 25.1 Klaxon and any other Affiliate of Etac may rely upon and enforce any provision of these Terms that expressly confers a right, benefit, defence or protection upon it, subject to the same conditions, exclusions and limitations that apply to Etac. Etac may also recover, in its own name, any loss suffered by Klaxon or another Affiliate arising from a breach of these Terms, provided that the relevant loss would have been recoverable had it been suffered by Etac. No amount may be recovered more than once in respect of the same loss.
- 25.2 The Customer may not assign, transfer or delegate these Terms or any right or obligation under them without Etac's prior written consent. Etac may assign or transfer these Terms to an Affiliate or in connection with a merger, reorganisation or transfer of the business or assets to which these Terms relate, provided that the assignee assumes Etac's material obligations. Etac may perform its obligations through its Affiliates and service providers and remains responsible for their performance to the extent required by these Terms and applicable Law.

26 GOVERNING LAW AND JURISDICTION

- 26.1 These Terms will in all respects be governed by and construed under the laws of Sweden.
- 26.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of Sweden in respect of any dispute, claim or proceeding arising out of or in connection with these Terms, including its existence, validity, interpretation, performance, breach or termination.

27 GENERAL

27.1 Whole Agreement

- 27.1.1 These Terms constitute the entire agreement between the Parties solely in relation to the Customer's and its Authorised Users' access to and use of the FMS. They supersede all prior agreements, understandings, negotiations, representations and undertakings between the Parties concerning that subject matter.
- 27.1.2 Nothing in these Terms amends, supersedes, replaces or terminates any separate distribution, dealership, supply, sale, service, support or other commercial agreement between the Customer and Etac or any of its Affiliates. Each such agreement remains in full force and effect in accordance with its terms.
- 27.1.3 If there is any conflict between these Terms and a separate commercial agreement referred to in clause 27.1.2, these Terms will prevail only in relation to access to and use of the FMS, unless the separate commercial agreement expressly provides otherwise. The separate commercial agreement will prevail in relation to all other matters.

27.2 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from these Terms and no single or partial exercise of any right by either Party under these Terms, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from these Terms or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under these Terms will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

27.3 No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with these Terms shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

27.4 Provisions Severable

All provisions and the various clauses of these Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of these Terms, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of these Terms shall remain of full force and effect. The Parties agree that it is their intention that these Terms would be executed without such unenforceable provision if they were aware of such unenforceability at the time of commencement hereof.

27.5 Continuing Effectiveness of Certain Provisions

The expiration or termination of these Terms shall not affect such of the provisions of these Terms as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.