

## 1. INTRODUCTION

DEKRA Industrial AB ("DEKRA") performs inspections, surveys and tests for its customers. In order to easily share the results of DEKRA's services with the customer and enable the customer to administer its inspection objects, DEKRA provides a customer portal (the "Customer Portal"). These general terms and conditions apply to DEKRA's delivery of the Customer Portal.

These general terms and conditions for use of the Customer Portal (the "Customer Portal Agreement"), together with the agreement regarding delivery of service between the customer and DEKRA (the "Service Agreement"), constitute the parties' agreement. The Service Agreement constitutes a fundamental condition for the customer's use of the Customer Portal and the customer is not entitled to use the Customer Portal if the Service Agreement ceases to apply between the parties.

Customer means the legal entity with which DEKRA has entered into an agreement. User means a natural person who, on behalf of the customer, is authorised to administer the customer's objects in the Customer Portal. The customer is always responsible for the actions of its users as if such actions were its own.

## 2. ABOUT THE CUSTOMER PORTAL

The Customer Portal gives the customer access to an administrative platform where DEKRA and the customer share information about the customer's objects. The results produced by DEKRA within the framework of the Service Agreement are provided via the Customer Portal.

The customer does not acquire the Customer Portal or a copy thereof and is not granted a licence to use the Customer Portal other than as an administrative platform. The Customer Portal Agreement grants the customer a non-exclusive and non-transferable right to use the Customer Portal in accordance with these terms and conditions.

The Customer Portal is provided in the version available at any given time. DEKRA reserves the right to unilaterally develop, make additions and changes, or to remove functionalities and correct errors or deficiencies in the Customer Portal. If a change, contrary to expectations, disables or permanently removes functionality that the customer considers to be an essential part of the Customer Portal, the customer is entitled to immediately terminate the Customer Portal Agreement.

It is not part of DEKRA's commitment to instruct or train customers or users in the Customer Portal or how to use it.

## 3. TERM AND TERMINATION

The Customer Portal Agreement is valid between the parties for the duration of the Service Agreement. However, DEKRA may unilaterally terminate the Customer Portal Agreement at any time giving thirty (30) days' notice. Termination of the Customer Portal Agreement does not entail termination of the Service Agreement.

In the event of termination of the Service Agreement, regardless of the reason, this Customer Portal Agreement shall also terminate on the same day as the Service Agreement.

If the customer or a user violates the Customer Portal Agreement, DEKRA is entitled to cancel the agreement and/or immediately suspend the customer and/or user from using the Customer Portal.

Upon termination of the Customer Portal Agreement, DEKRA is entitled to immediately terminate all users' accounts on the Customer Portal.

## 4. FEES

Any fees for the Customer Portal are set out in the Service Agreement.

## 5. CUSTOMER DATA

"Customer Data" means information, documentation and other data that the customer has entered into the Customer Portal or that has arisen as a result of the customer's use of the Customer Portal.

DEKRA does not claim any intellectual property rights, or ownership of any kind, to Customer Data, beyond what is required by the laws, regulations, authority decisions and professional obligations to which DEKRA is subject. However, DEKRA is always entitled to save a copy of Customer Data if this is required for DEKRA to fulfil its obligations as an accredited organisation.

DEKRA has no obligation to store, maintain or provide Customer Data, except to the extent required by the Service Agreement or applicable law. DEKRA has no responsibility to compensate the customer for lost information, documentation or other data.

Upon termination of the Customer Portal Agreement, the customer is responsible for copying any Customer Data from the Customer Portal that the customer may need for future use. The Customer Portal is not a storage service. After the termination of the Customer Portal Agreement, DEKRA has no obligation to store or continue to provide Customer Data.

The customer grants DEKRA a transferable, non-exclusive, sub-licensable, unlimited in time, place and scope of use right to all data extracted from the respective object belonging to the customer.

## 6. CUSTOMER COMMITMENTS

The customer shall make sure that (i) users have taken note of these terms and conditions in its relevant parts, (ii) only authorized users have access to the Customer Portal, (iii) DEKRA is immediately informed if an authorized person gains access to login details, (iv) DEKRA is immediately informed if users no longer shall have access to the Customer Portal (e.g. if a user's employment or assignment is terminated), (v) the Customer Portal always contains correct contact information for the customer, (vi) the customer continuously update the Customer Portal with correct information regarding the customer's facilities and objects, (vii) the device used to log in to the Customer Portal is not affected by viruses or similar, (viii) login information is not shared or used by more than one user, (ix) immediately cease using the Customer Portal if the Service Agreement ceases to apply, and (x) it does not connect other systems to the Customer Portal without DEKRA's written approval.

The customer must also ensure that users only use the e-mail address linked to the customer when using the Customer Portal. If the customer is a housing association (*Sw. bostadsrättsförening*) or if the parties

have specifically agreed on it, the customer is exempt from this requirement.

User accounts are registered and administered by DEKRA's customer service, which can be accessed via DEKRA's website. DEKRA undertakes to delete a user's account after the customer has notified DEKRA in accordance with point (iv) above that the user should no longer have access to the Customer Portal. To protect the customer against unauthorised persons having access to the Customer Portal, DEKRA is also entitled to close down a user's account if the user has been inactive for more than twelve months.

The customer is responsible for ensuring that Customer Data and the use of Customer Data in the Customer Portal and otherwise under the parties' agreement do not violate the law or the rights of third parties.

## 7. INTELLECTUAL PROPERTY RIGHTS

DEKRA is responsible for ensuring that the contractual use of the Customer Portal does not infringe the rights of others. The customer shall without delay notify DEKRA of any claims from third parties regarding infringement of copyright or other intellectual property rights due to the customer's use of the Customer Portal. However, the customer is responsible for ensuring that such software that the customer uses within the framework of the use of the Customer Portal, and which the customer owns or is entitled to use under an agreement with a third party, does not infringe the intellectual property rights of third parties.

DEKRA, or its subcontractors, is the sole owner of all intellectual property rights relating to the Customer Portal, including, but not limited to, copyright, trademarks, company names, product names, source code, databases and know-how, whether registered or not. Sharing, distributing, renting, leasing, sublicensing, assigning, transferring or reselling subscriptions to the Customer Portal is not permitted. The parties' agreement or the customer's right to otherwise use the Customer Portal does not entail that any intellectual property right or part thereof, in addition to the right of use specified in the agreement, is transferred to the customer.

The customer undertakes not to copy, publish, adapt, redistribute, attempt to derive source code, modify, reverse engineer, disassemble or dismantle any part of the Customer Portal, whether in whole or in part, or create any work derived from the Customer Portal. The customer further undertakes not to alter or modify any rights management feature of the Customer Portal or to avoid, modify, suspend or circumvent any of the Customer Portal's features or protections or other mechanisms operationally linked to the Customer Portal.

## 8. SAFETY

The customer recognises that it is not possible to guarantee that data transmission via the internet or other network is secure. DEKRA undertakes to take reasonable measures to ensure that the Customer Portal fulfils reasonable security requirements and is protected against unauthorised access, alteration and destruction. However, DEKRA cannot guarantee that third parties cannot gain possession of or modify the customer's data in the Customer Portal.

The customer is responsible for ensuring that the

customer or user does not transmit viruses, worms or malware of any kind to the Customer Portal. The customer is further responsible for ensuring that the customer or user does not use the Customer Portal for any illegal or unauthorised purpose. Customer or user shall not any law in the relevant jurisdiction or transmit offensive, threatening, abusive, defamatory or other objectionable data to or by means of the Customer Portal. The customer or user may not publish material in the Customer Portal for any purpose other than to fulfil the Service Agreement.

## 9. DEKRAS RESPONSIBILITIES

DEKRA shall provide the Customer Portal in accordance with this Customer Portal Agreement.

DEKRA makes no representations or warranties that the Customer Portal will operate without interruption or error, and provides the Customer Portal on an "as is" basis.

DEKRA does not guarantee that the Customer Portal fulfils the customer's requirements or that it works correctly with the customer's choice of equipment, system or settings.

DEKRA is not responsible for interruptions or disruptions in the operation of any part of the internet. DEKRA is in no way responsible for the performance of internet services or how internet service providers perform their services.

DEKRA is not liable for errors arising from actions performed by anyone other than DEKRA staff or consultants engaged by DEKRA. DEKRA is also not responsible for the customer's or user's careless or incorrect handling of the Customer Portal. DEKRA is not responsible for rectifying errors that have arisen due to deficiencies in the customer's technical equipment or handling.

DEKRA is not responsible for any interruptions or disruptions, including such interruptions or disruptions caused by factors beyond DEKRA's control (such as, for example, power failures, defective equipment, interruptions in internet or telephone connections or the like, new or changed legislation or the like). DEKRA is not liable for any representations, warranties or the like. This applies regardless of whether these are express or implied, or based on claims that the Customer Portal is suitable for a particular purpose.

## 10. PERSONAL DATA

As a starting point, the customer and DEKRA are data controllers for their respective processing of personal data in the Customer Portal. However, if DEKRA performs processing on behalf of the customer in such a way that DEKRA is the customer's data processor, the parties shall sign a separate data processor agreement. It is the responsibility of each party to ensure that it has a lawful basis for processing personal data and that other requirements under the GDPR and other applicable data protection legislation, practices and regulations are complied with.

## 11. ACCESSIBILITY

DEKRA endeavours to ensure that the Customer Portal has a high level of availability and that it is normally available 24 hours a day, seven days a week. However, DEKRA is entitled to take measures that may affect availability if DEKRA deems it necessary for technical, service, operational or security reasons.

Planned and longer outages due to system maintenance will mainly take place on public holidays or outside normal office hours in Sweden, and as far as possible be notified in advance through information in the Customer Portal.

If it is necessary to take the Customer Portal out of service at another time, users shall, if possible, be informed of this in advance. To the extent that unplanned downtime occurs for which DEKRA is responsible and can influence, DEKRA shall take reasonable measures to resume operations as soon as possible. The customer shall not be entitled to any compensation in the event of a service interruption or stoppage.

## 12. LIMITATION OF LIABILITY

DEKRA shall not be liable for indirect damage or loss caused to the customer, such as loss of profit, loss of production, costs of hiring a consultant, costs of equipment and similar costs or losses. Nor is DEKRA liable for the customer's loss of data, unless the loss is caused by circumstances for which DEKRA is responsible and reasonable measures to avoid the loss have not been taken.

DEKRA's liability for errors caused by the Customer Portal or other deficiencies in accordance with these general terms and conditions is, unless there is intent or gross negligence, limited to a maximum of one (1) price base amount calculated in accordance with the Social Insurance Code (2010:110) at the time when the error or deficiency occurred.

## 13. AMENDMENTS TO THE GENERAL CONDITIONS

DEKRA is entitled to amend the Customer Portal Agreement from time to time. Such amendment will enter into force one month after the new terms and conditions have been made available on DEKRA's website [www.dekra.se](http://www.dekra.se). The customer is responsible for regularly checking the website. If the customer does not accept a change in terms and conditions, the customer has the right to terminate the Customer Portal Agreement within one (1) month of the change taking effect.

## 14. RELATION TO THE MISSION AGREEMENT

In the event of contradictions between the Customer Portal Agreement and the Service Agreement, the Service Agreement shall take precedence to the extent that the Customer Portal Agreement affects the performance of the assignment.

## 15. DELIVERY

The customer may not assign or transfer its rights and obligations under this Agreement to a third party without DEKRA's prior written consent. However, DEKRA is always entitled to assign its rights and obligations under the agreement to companies within the DEKRA group.

## 16. DIVERGENT AGREEMENTS

Any agreement on conditions that deviate from the parties' agreement must be in writing and signed by both parties.

## 17. APPLICABLE LAW AND DISPUTE RESOLUTION

The provisions on applicable law and the forum for

dispute resolution in the Service Agreement shall also apply to disputes arising from the Customer Portal Agreement. If the Service Agreement does not provide for applicable law or dispute resolution, the following shall apply.

Swedish law, without application of its choice of law rules, shall apply to the parties' contract.

Unless otherwise agreed by the parties, disputes shall be settled by a general court with Gothenburg District Court as the court of first instance.

Notwithstanding the above, DEKRA is always entitled to apply to the authorities for payment of undisputed and overdue claims relating to the assignment.