Terms of Use for CEUPP

These terms of use, including its appendices (the "**Terms**"), govern the use of the web-based service CEUPP (the "**Service**") provided by CEUPP Services, secondary name of OpenUp AB, company reg. no. 556852–2865, with its registered office in Jönköping, Sweden (the "**Supplier**").

The Terms apply between the Supplier and the legal entity that has entered into a service agreement with the Supplier, is using a demo version of the Service, created an account or otherwise is using the Service (the "**Customer**"). The Supplier and the Customer are collectively referred to as the "**Parties**" and each individually as a "**Party**".

1. Definitions and Application

1.1 By entering into an Agreement, using the demo version of the Service, creating an account or otherwise using the Service, the Customer accepts these Terms. The Terms apply in conjunction with the Agreement and its appendices. If the Customer and the Supplier have entered into a separate service agreement (the "**Agreement**"), these Terms apply to the extent that they are expressly incorporated into the Agreement. In the event of any conflict between the Agreement and the Terms, the provisions of the Agreement shall prevail.

1.2 Unless the context otherwise requires, the following defined terms shall apply throughout the Terms:

"**Agreement**"	has the meaning set out in Section 1.1.
"**Confidential Information**"	has the meaning set out in Section 11.1.
"**Customer**"	has the meaning set out in the Introduction.
"**Customer Data**"	means information and documentation that the Customer or Users upload to or generate in the Service, including log files and technical files.
"**DPA**"	has the meaning set out in Section 5.8.
"**Party" / "Parties**"	has the meaning set out in the Introduction.
"**Service**"	means the cloud-based software CEUPP and associated functions and components, including access via a web interface.
"**Supplier**"	has the meaning set out in the Introduction.
"**Terms**"	has the meaning set out in the Introduction.
"**Users**"	means the natural persons authorized to use the Service.

2. License and Use of the Service

2.1 The Customer is granted a non-exclusive, non-transferable and limited right to use the Service for its own operations during the term of the Agreement, or, where no Agreement has been entered into, during any limited access period such as a demo or trial version, or as otherwise specified in writing by the Supplier and/or in accordance with these Terms. All permitted use of the Service is under license only and may not be assigned, sublicensed, or otherwise distributed by the Customer to any third party. For the avoidance of doubt, use of the Service in connection with the Customer's provision of services to its own end customers, including the generation and delivery of CE documents and Risk Assessments (RA documents) to such end customers as required by the Customer by applicable regulatory frameworks, shall constitute permitted use of the Service and shall not be regarded as sublicensing or distribution to a third party. Such right does not imply any transfer of intellectual property rights to the Customer.

2.2 The Customer is responsible for ensuring that only authorized Users are given access and that the Service is used within the scope of the Customer's business and the agreed purpose.

3. Prohibited Actions

3.1 The Customer or Users may not:

i. use the Service in violation of the law or in a manner that may damage the Service or third parties;

ii. share or distribute login details or circumvent security features;

iii. copy, reproduce, distribute or otherwise attempt to recreate the Service;

iv. extract or reuse database content; or

v. use the Service to develop a competing service or circumvent license terms.

4. Account, Password and Security

4.1 The Customer undertakes to ensure that only authorized Users are granted access to the Service and that all login credentials are stored and handled in a secure manner to prevent unauthorized access or disclosure. Suspected unauthorized use or security incidents must be reported to the Supplier immediately.

5. Security and Data Protection

5.1 The Supplier provides Microsoft Azure services in accordance with applicable Microsoft agreements and supplementary terms and conditions, subject to the Supplier's right to replace the cloud provider in accordance with Section 5.4.

5.2 The Supplier reserves the right to unilaterally update or modify terms directly related to Azure services, including but not limited to product terms, data protection commitments and technical requirements, to the extent that such changes are necessary to comply with Microsoft's license terms, security standards or statutory requirements. Such changes shall not require an update to the Terms, provided that the change or changes do not affect the overall nature of the Terms or the Parties' fundamental rights under the Terms.

5.3 The Supplier is responsible for ensuring that changes do not result in a lower level of data

protection or conflict with applicable law.

5.4 The Supplier also has the right, if deemed necessary, to replace Microsoft Azure with an equivalent cloud provider that meets the corresponding security and data protection requirements, in order to ensure continuity and avoid dependence on a single provider. Such replacement may take place without updating the Terms, provided that:

i. the new supplier meets at least the same level of security, confidentiality, and compliance with applicable law;

ii. the Customer Data is protected and migrated securely; and

iii. the Customer is informed about the change of supplier with reasonable advance notice.

5.5 The Supplier has the right to allow external operating companies to access the system's data to the extent necessary to perform operational measures, such as troubleshooting or data recovery. Such access shall be subject to a confidentiality agreement, and information obtained may not be disclosed to third parties or used for any purpose other than that agreed upon.

5.6 The Supplier shall be entitled to, within the framework of the Service, automatically collect technical and usage-related statistical data for the purpose of improving the functionality, security and user experience of the product, including the right to use such data to train, develop and operate artificial intelligence and machine learning models operated by or on behalf of the Supplier, provided that any personal data is anonymized in accordance with Section 5.7 prior to such use, and to develop, market and sell solutions to business partners, including but not limited to hardware manufacturers and software providers.

5.7 Data collection shall be carried out in a manner that is strictly separate from the Customer's business-critical data and shall not affect the Customer's core business. All collected data shall be anonymized and shall under no circumstances be linked to the Customer's business strategy, internal information or identifiable end users. For the avoidance of doubt, anonymized technical and configuration-related data, including but not limited to the types and manufacturers of components used, shall not constitute internal information for the purposes of this Section 5.7.

5.8 The Customer is the data controller, and the Supplier is the data processor. The processing of personal data between the Parties is regulated in a data processing agreement (the "**DPA**") attached to the Terms in Appendix 1 (Data Processing Agreement) and in accordance with applicable data protection legislation, including the GDPR and supplementary Swedish legislation.

5.9 Personal data processed within Microsoft Azure is covered by Microsoft Data Protection Addendum and Privacy Policy, which governs the processing, security and compliance with applicable legislation, including the GDPR.

5.10 All Customer Data is stored in Microsoft Azure on servers in Sweden with possible redundancy within the EU/EEA and the UK, subject to the Supplier's right to replace the cloud provider in accordance with Section 5.4, provided that data remains stored within the EU/EEA or the UK. No Customer Data is stored or transferred outside the EU/EEA or the UK, unless the Parties agree in writing or if required by law with the application of appropriate safeguards.

6. Fees and Payment Terms

6.1 Payment is made by card or invoice with thirty (30) days' payment terms. An invoice fee may apply.

6.2 The Supplier reserves the right to unilaterally adjust prices for the Service, provided that the increase is reasonable in light of market conditions, cost developments and the scope of the service. Changes shall take effect no earlier than sixty (60) days after the Customer's representative has been informed in writing, within the Service or through publication on the Supplier's website.

6.3 The Customer is deemed to have accepted the new pricing by continuing to use the Service after the change has taken effect. The Customer has the right to terminate the agreement before the change takes effect if they do not accept the new fee.

6.4 The Service is available under different payment models which are stated in the web shop or in the order confirmation. This Section 6.4 shall not apply to Customers using a demo or trial version of the Service, for which no fees are payable unless otherwise agreed in writing.

6.5 In the event of late payment, interest on arrears shall accrue at a rate of 1.5 % per month, or, if higher, at the rate prescribed by the applicable national legislation implementing Directive 2011/7/EU of the European Parliament and of the Council on combating late payment in commercial transactions, or equivalent applicable legislation in the country of the Customer. In the event that a payment reminder is issued, the Supplier shall be entitled to charge a reminder fee per reminder. In the event of non-payment remaining outstanding for more than sixty (60) days from the invoice date, the Supplier shall be entitled to temporarily suspend the Customer's access to the Service. Suspension does not affect the Customer's obligation to pay amounts due.

7. Warranties and Disclaimers

7.1 The Service is provided exclusively as a digital web-based administrative tool. The Supplier is responsible for the functionality and performance of the Service as described in this Agreement but assumes no responsibility for the Customer's compliance with CE marking requirements or other regulatory obligations, whether before, during or after the Customer's use of the Service or delivery of any documents. This includes, but is not limited to:

i. the accuracy, completeness, or regulatory compliance of the Customer's documentation, including compliance with EN 16005 or any other applicable standards;

ii. the correct execution of installations, commissioning, risk analyses, or checklists by the Customer or any third party; and

iii. any consequences, sanctions, damages, or costs arising from the Customer's lack of knowledge, training, or documentation, or from the Customer's failure to fulfill its own regulatory obligations.

7.2 The Supplier undertakes the obligations set out in these Terms. The Supplier is not responsible for installation, commissioning or the ongoing validity or function of the Customer's CE marking, whether before, during or after the Customer's use of the Service.

7.3 Except as expressly stated in these Terms, the Supplier makes no warranties, express or implied, regarding the suitability of the Service for any particular purpose, or with respect to its performance, functionality, or results. The Supplier is not responsible for any other warranties, representations, or expected results, whether oral or written. This disclaimer applies to the extent permitted by applicable law.

8. Limitation of Liability

8.1 To the extent permitted by applicable law, the Supplier shall not be liable for any indirect damages, consequential damages, loss of profits, loss of data, or loss of production. The Supplier shall neither be liable for any loss or damage arising from planned service interruptions. The Supplier's total liability for any and all direct damages arising under or in connection with these Terms shall, except for liability that cannot be legally limited, be limited to the lesser of (a) the fees paid during the preceding twelve months, and (b) 10 000 SEK.

9. Misuse and Termination

9.1 The Customer and its Users may only use the Service in accordance with these Terms and, where applicable, the Agreement. Any breach of these Terms, including but not limited to misuse of the Service, constitutes a basis for the Supplier to take the remedies set out in this Section 9.

9.2 Where an Agreement has been entered into between the Parties, any right to temporarily or permanently suspend the Customer's access to the Service, or to terminate the Agreement, shall be governed exclusively by the termination and suspension provisions set out in the Agreement.

9.3 Where no Agreement has been entered into between the Parties, including but not limited to where the Customer is accessing the Service through a demo version, a trial version, or otherwise without a signed agreement, and in the event of any breach of these Terms or misuse of the Service, the Supplier shall be entitled to, at its sole discretion:

i. temporarily or permanently suspend the Customer's access to the Service; and/or
ii. terminate the Customer's right to use the Service with immediate effect and without prior notice or a cure period,

9.4 The Customer shall not be entitled to any compensation, refund, or damages as a result of any suspension or termination under this Section.

10. License and Intellectual Property Rights

10.1 All ownership rights, intellectual property rights and know-how relating to the Service, underlying software, documentation and trademarks belong to the Supplier, unless otherwise agreed in writing between the Parties or its licensors. Nothing in the Terms implies that any such rights are transferred to the Customer. Any third-party software included in the Service is subject to the license terms of the respective third party.

10.2 The Customer may not copy, modify or otherwise attempt to replicate the Service. The Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive

the source code of the Service or underlying software, except and only to the extent expressly permitted by applicable law. Upon termination of the Agreement, or upon the expiration of any limited access period such as a demo or trial version, the Customer shall cease all use of the Service and destroy any copies of documentation in its possession, provided, however, that this obligation shall not apply to documentation that the Customer is required to retain under applicable laws or regulatory requirements, including but not limited to statutory manufacturing documentation such as technical files and declarations of conformity.

10.3 The Customer may not remove any copyright, trademark, patent, or similar notices from the Supplier's Service, products, software or materials without written consent from the Supplier.

10.4 In the event of any breach by the Customer of this Section, including but not limited to unauthorized use, copying, modification, distribution, or disclosure of the Service or any part thereof, the Customer shall be liable to compensate the Supplier for all damages suffered as a result of such breach. This includes, but is not limited to:

i. all direct and indirect damages, including loss of profit, loss of goodwill, reputational harm, and any costs or expenses (including reasonable legal fees) incurred by the Supplier in investigating, remedying, or mitigating the effects of the breach;

ii. any damages or settlements that the Supplier is required to pay to third parties as a result of claims arising from the Customer's breach;

iii. the Customer shall indemnify and hold the Supplier harmless from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the Customer's breach of this Section.

10.5 In the event of any breach of this Section 10, the Supplier shall have the right to terminate or suspend the Customer's use of the Service in accordance with Section 9, as applicable depending on whether an Agreement has been entered into between the Parties.

11. Confidentiality

11.1 Each Party undertakes not to disclose the other Party's internal affairs, including but not limited to trade secrets, know-how, intellectual property rights, and commercial relationships ("**Confidential Information**"). The obligations under this Section shall not apply to data collected and used by the Supplier in accordance with Sections 5.5 and 5.6.

11.2 The obligations under this Section shall survive the termination or expiration of the Agreement or cessation of any use, testing, demonstration, or evaluation of the service, or any other interaction governed by these terms. Any breach of this Section 11 may result in liability for all damages suffered by the Supplier, notwithstanding any limitation of liability set forth in Section 8.

12. Changes to the Terms

12.1 The Supplier reserves the right to change or update these Terms and the design of the Service without requiring the Customer's consent. Changes shall take effect no earlier than sixty (60) days after the Customer has been informed by written notice via email, by publication within the Service, or on the Supplier's website. Notwithstanding the foregoing, changes that are (i) required to comply with mandatory applicable law or regulatory requirements, or (ii) of a purely

technical or administrative nature that do not materially affect the Customer's rights or obligations, may take effect immediately upon notification or publication.

12.2 The Customer is responsible for keeping up to date with the applicable terms and conditions and is deemed to have accepted the changes by continuing to use the Service after the sixty (60) day notice period has elapsed. The Customer has the right to terminate the Agreement or to stop the use of the Service before the changes take effect if they do not accept the new terms.

13. Force Majeure

13.1 Neither Party shall be liable for failure to perform its obligations under these Terms if the failure is due to circumstances beyond the Party's reasonable control, such as war, government decisions, strikes, lockouts, natural disasters, disruptions in public communication networks or similar events. A Party invoking force majeure shall notify the other Party without undue delay.

14. Cookie Policy

14.1 The Service uses cookies to improve the user experience, analyze traffic and ensure functionality. By using the Service, the Customer consents to the use of cookies in accordance with the Supplier's cookie policy. The Customer can manage cookie settings via their browser, but certain functions may be affected when cookies are disabled.

15. Applicable Law and Dispute Resolution

15.1 Disputes due to the Terms shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, and the language of the proceedings shall be Swedish. Swedish law shall apply to the dispute.

16. Appendices

Appendix 1 – Data Processing Agreement

Appendix 1 - Data Processing Agreement

This data processing agreement ("Agreement") is entered into between:
The Customer ("Controller"), and
The Supplier ("Processor").
The parties are jointly referred to as the "Parties" and individually as a "Party".

1. Background and Purpose

The Processor provides software development, system operations, and related services to the Controller. In connection with these services, the Processor processes personal data for which the Controller is the data controller. The purpose of this Agreement is to fulfil the requirements of Article 28 of the General Data Protection Regulation (EU) 2016/679 (GDPR).

2. Definitions

Terms used in this Agreement shall have the meaning assigned to them in the GDPR unless otherwise stated.

3. Obligations of the Processor

- only process personal data in accordance with documented instructions from the Controller,
- ensure that persons authorized to process personal data are subject to confidentiality obligations,
- implement appropriate technical and organizational security measures in accordance with Article 32 GDPR,
- assist the Controller in fulfilling its obligations under the GDPR, including obligations regarding data subjects' rights, incident management, and data protection impact assessments,
- erase or return personal data after termination of the services unless storage is required by law.

4. Sub-processors

The Processor may engage sub-processors. The Processor shall ensure that sub-processors are bound by data protection obligations equivalent to those set out in this Agreement. The Controller shall be informed of any material changes regarding sub-processors.

5. Security

The Processor shall implement technical and organizational measures to ensure a level of security appropriate to the risks involved in the processing. Measures shall include access control, encryption, logging, backup procedures, and incident response routines.

6. Personal Data Breaches

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach and provide all necessary information to enable the Controller to fulfil its

GDPR obligations.

7. Audit

The Controller is entitled to audit the Processor's compliance with this Agreement, either personally or through an independent third party. Audits shall be announced with reasonable notice and conducted in a manner that does not unduly disrupt operations.

8. Liability

The Parties' liability is governed by applicable law and any main agreement between the Parties.

9. Term

This Agreement applies for as long as the Processor processes personal data on behalf of the Controller.

10. Governing Law and Disputes

This Agreement shall be governed by and interpreted in accordance with Swedish law. Disputes shall be settled by Swedish general courts.