

Service Agreement – CEUPP

This service agreement (the "**Agreement**") is entered into between the following parties (collectively, the "**Parties**"; individually, a "**Party**") and governs the provision of the web-based service software CEUPP (the "**Service**").

- (1) CEUPP Services, a secondary name of OpenUp AB, company reg. no. 556852–2865, Källebacksvägen 11, 554 75 Jönköping (the "**Supplier**").
- (2) The legal entity or sole trader identified in the order form, checkout process, or account registration (the "**Customer**").

The Agreement enters into force upon digital acceptance by the Customer during the online ordering, checkout, or account registration process.

1. Definitions and Interpretation

1.1 Unless the context otherwise requires, the following defined terms shall apply throughout the Agreement:

"Agreement"	means this service agreement, the appendices, as well as supplements and amendments agreed upon in writing by the Parties.
"Confidential Information"	has the meaning set out in Section 9.1.
"Contract Period"	has the meaning set out in Section 2.1.
"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 10.8.
"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"	means the Supplier's current terms of use governing the use of the Service, to the extent that these terms and conditions are expressly incorporated into the Agreement and thus become binding on the Parties.
"Users"	means the natural persons authorized to use the Service.

- 1.2** In the event of a conflict between the Agreement and its appendices, the provisions of this Agreement shall prevail, unless expressly stated otherwise.

2. Term, Extension and Termination

- 2.1** The Agreement is valid for an initial term of twelve (12) months from the date of signing (the "**Contract Period**").
- 2.2** For services or parts of services called off after the Agreement has been entered into, a term of twelve (12) months from the respective call-off date shall apply to all services under the Agreement.
- 2.3** After the expiry of the Contract Period, the Agreement shall be automatically extended for successive periods of three (3) months at a time. Either Party may terminate the Agreement by giving written notice of termination at least three (3) months before the end of the then current extension period. For the avoidance of doubt, the Agreement may not be terminated during the initial Contract Period. The foregoing shall not limit either Party's right to terminate the Agreement with immediate effect in accordance with Section 11.
- 2.4** Each Party may terminate the Agreement, without cause, by giving written notice as set out in Section 2.3. Termination means that access to the Service will cease on the date of termination of the Agreement. This does not affect the Customer's obligation to pay in full for services provided up to the effective date of termination. No refunds will be made for amounts already invoiced or paid in advance for services rendered prior to the termination date.

3. Service Description

- 3.1** The Service is provided as cloud-based software and is made available to the Customer via secure web login. The Customer is responsible for providing and paying for their own internet connection and the equipment required to use the Service. The Service is a web-based tool designed to simplify and provide guidance for processes related to CE marking and the management of devices, such as automatic doors.
- 3.2** The Service is provided in accordance with the Agreement and the Terms.

4. License and Intellectual Property Rights

- 4.1** 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 Agreement 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.
- 4.2** The Customer is granted a non-exclusive, non-transferable and limited right to use the Service for its own operations during the Agreement Period and in accordance with the 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.

- 4.3** 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, 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.
- 4.4** 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.
- 4.5** 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.
- 4.6** In the event of any breach of this Section 4, including but not limited to a material breach, the Supplier shall be entitled to exercise the remedies set out in Section 11, including immediate termination without a cure period. For the avoidance of doubt, no refunds will be made for amounts already invoiced or paid in advance in the event of suspension or termination under this Section. The exercise of any remedy under this Section shall be without prejudice to any other rights or remedies available to the Supplier under law or equity.

5. Obligations of the Parties

- 5.1** The Supplier undertakes to:
- i. provide the Service in accordance with the Agreement and applicable law;
 - ii. maintain reasonable availability and, as far as possible, inform the Customer in advance of planned service interruptions. Unplanned service interruptions shall be handled without undue delay; and
 - iii. provide support by e-mail during office hours (Swedish business days CET 8 am – 3 pm).

5.2 The Customer undertakes to:

- i. ensure that only authorized Users are granted access to the Service and that all login credentials are stored handled in a secure manner to prevent unauthorized access or disclosure;
- ii. use the Service in accordance with the Agreement, applicable law and the Supplier's instructions; and
- iii. pay fees in accordance with the agreed-upon price in the web shop.

6. Price, Payment and Indexation

6.1 Prices are set out in the web shop and are stated in the currency indicated at checkout, excluding VAT.

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

6.5 The Service is available under different payment models which are stated in the web shop or in the order confirmation.

6.6 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. The Supplier's right to temporarily suspend the Customer's access to the Service due to delayed payment does not preclude or otherwise limit the Supplier's right under Section 11 to terminate the Agreement for material breach, and vice versa.

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 of 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 document. 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.
- iv. failure or delay in the delivery of products and any financial loss thereby incurred. This includes, but not limited to QR-code labels.

7.2 The Supplier undertakes the obligations set out in Section 5.1. 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 this Agreement, 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 this Agreement 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. Confidentiality

9.1 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 10.5 and 10.6.

9.2 The obligations under this Section shall survive the termination or expiration of the Agreement. Any breach of this Section 9 may result in liability for all damages suffered by the Supplier, notwithstanding any limitation of liability set forth in Section 8.

10. Security and Data Protection

10.1 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 10.4.

- 10.2** The Supplier reserves the right to unilaterally update or modify terms and conditions 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 Agreement, provided that the change or changes do not affect the overall nature of the Agreement or the Parties' fundamental rights under the Agreement.
- 10.3** The Supplier is responsible for ensuring that changes do not result in a lower level of data protection or conflict with applicable law.
- 10.4** 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 Agreement, 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.
- 10.5** 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.
- 10.6** 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 10.7 prior to such use, and to develop, market and sell solutions to business partners, including but not limited to hardware manufacturers and software providers.
- 10.7** 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 10.7.
- 10.8** 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 Agreement in Appendix 1 (Data Processing Agreement) and in accordance with applicable data protection legislation, including the GDPR and supplementary Swedish legislation.

- 10.9** Personal data processed within Microsoft Azure is covered by Microsoft's Data Protection Addendum and Privacy Policy, which governs the processing, security and compliance with applicable legislation, including the GDPR.
- 10.10** 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 10.4, 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 it is required by law with the application of appropriate safeguards.

11. Termination, Suspension and Data Export

- 11.1** In the event of a material breach of contract by either Party, which is not remedied within thirty (30) days of a written request, the other Party shall be entitled to terminate the Agreement with immediate effect. For the Customer, non-payment constitutes a material breach of contract. Notwithstanding the foregoing, in the event of a breach of Section 4 or Section 9, the Supplier shall be entitled to temporarily or permanently suspend the Customer's access to the Service and/or terminate the Agreement with immediate effect, without prior notice or cure period.
- 11.2** The Supplier may temporarily suspend the Service in the event of a security risk, virus attack, unauthorized access or other circumstances that seriously jeopardizes the operation or integrity of the Service, as well as when required by law or official order. The Supplier shall inform the Customer without undue delay. The Customer shall not be entitled to any compensation, refund, or damages as a result of any suspension under this Section 11.2.
- 11.3** Upon termination of the Agreement, the Customer has the right to request in writing the export of Customer Data in CSV format. After the export has been completed, personal data shall be deleted within sixty (60) days, unless otherwise required by law or the Agreement. Reasonable costs for export may be incurred. Data required to maintain the functionality and integrity of the Service for current and future users, as well as data subject to statutory retention requirements, shall not be deleted.
- 11.4** With reference to Section 4.3, upon termination or expiration of the Agreement, the Customer acknowledges that it is solely responsible for ensuring that such documentation is downloaded and retained in accordance with applicable legal requirements prior to the termination of the Agreement. The Supplier shall have no obligation to store or retain such documentation thereafter, except to the extent required by law.
- 11.5** The Supplier has the right to transfer the Agreement, in whole or in part, to another supplier or legal entity in connection with an acquisition, merger, sale of the business or other corporate restructuring affecting the Service. Such transfer may take place without the prior written consent of the Customer. The new supplier shall in such case assume all right and obligations under this Agreement.
- 11.6** The Customer may not transfer the Agreement or its rights and obligations under the Agreement without the prior written consent of the Supplier.
- 11.7** The Supplier shall be entitled to terminate the Agreement and to delete the Customer's non-subscription account if no new registrations have been recorded and/or no fees have been

incurred in connection with an ongoing service agreement within the Service during the preceding twenty-four (24) months.

12. Force Majeure

- 12.1** Neither Party shall be liable for any failure to perform its obligations under the Agreement 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.

13. Changes, Notifications and Other Matters

- 13.1** The Supplier shall be entitled to unilaterally change or update the terms of the Agreement 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 or by publication 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.
- 13.2** 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 before the changes take effect if they do not accept the new terms.

14. Applicable Law and Dispute Resolution

- 14.1** Disputes due to this Agreement 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.

15. Appendices

Appendix 1 – Data Processing Agreement

Execution and Acceptance

By completing the order process, creating an account, or clicking "I agree" (or similar confirmation) in the web shop, the Customer confirms that they have read, understood, and agreed to be bound by the terms of this Agreement, and that the person accepting the Agreement is authorized to enter into binding agreements on behalf of the Customer.

No physical or electronic signature is required. This Agreement becomes effective as set out in the preamble above.

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.