

## **MUNTERS EUROPE AB - TERMS OF USE – REMOTE TECHNICAL SUPPORT SERVICE**

Please read these terms of use (the “**Terms**”) and any other terms referenced herein carefully.

By accessing Munters Europe AB’s (“**Munters**”) remote technical support service (as defined below), you, on behalf of the legal entity you represent (the “**Customer**”), hereby acknowledge your full understanding of and agree to be legally bound by these Terms.

### **1. SCOPE**

- 1.1 The Customer operates a machine solution provided by a Munters Group company (the “**Machine Solution**”). Under these Terms, Munters offers a remote technical support service, *i.e.* a live video session between a Munters technician and the Customer, during which the Customer receives verbal assistance while, by itself, conducting maintenance and/or corrective work on the Machine Solution (the “**Service**”). For the avoidance of doubt, the Service does not include functionality that enables Munters to receive remote access to or control over the Machine Solution or otherwise the Customer’s physical or digital environment.
- 1.2 The Service is provided through a third-party application that also includes certain functionalities intended for use during the live video session, such as the ability for either of the participants to upload or make and share technical drawings, etc. However, both Munters and the Customer acknowledge and agree that the verbal assistance to the Customer is the material aspect of the Service and Munters shall be under no obligation to provide other services than verbal assistance as part of the Service. It is further understood that any drawings, notes, feedback or other input, irrespective of if such is explicitly shared with the Customer or not, beyond the verbal advice given by Munters’ technician shall be regarded as internal work notes not part of the Service.
- 1.3 The Service is solely intended for commercial use, to the exclusion of any private use. These Terms shall therefore only apply in relation to commercial entities.
- 1.4 The Service is exclusively regulated by these Terms (including any other terms referenced herein) and is independent of any other agreement between Munters or a Munters Group company and the Customer in regard to on-site services or otherwise. Further, any alternative or supplementary terms and conditions or provisions of the Customer shall in no event be applicable between the parties in relation to the provision and use of the Service.

### **2. CUSTOMER OBLIGATIONS**

- 2.1 The Customer acknowledges that (i) it must possess adequate technical competence in order to be able to conduct maintenance and/or corrective actions in relation to the Machine Solution as well as to make proper use of the Service; (ii) the Munters technician giving verbal advice as part of the Service is not familiar with the specific circumstances of the Customer’s technical setup or environment and that the Customer therefore must assess the verbal advice in light of its knowledge of such circumstances; and (iii) the verbal

advice given as part of the Service is only intended to assist the Customer's resolution of the issue at hand and is not intended to serve as generic advice.

2.2 The Service is accessed through an internet connection. The Customer must therefore, apart from meeting basic functional requirements for access to and use of web-based content, have or obtain access to the World Wide Web, either directly or through devices that can access web-based content such as the Service. For the avoidance of doubt, the Customer is responsible for its own bandwidth and adequate internet connection as well as for obtaining appropriate hardware to enable the use of the Service. The Service may entail additional reasonable limitations and requirements.

2.3 Since the Service is provided through a third-party application, the Customer may in order to use the Service be obliged to accept and install certain standard software programs and/or a temporary download of software elements. During the installation or downloading of such software, or otherwise, the Customer may be requested to accept to be bound by end user license agreements and/or similar terms of relevant third-party rights holders. It will not be technically possible for Munters to provide the Service if the Customer does not accept the terms of relevant third-party rights holders or refuses to download or allow the download of relevant software elements.

### **3. FEES AND PAYMENT TERMS**

The Service is a paid service. Applicable fees and payment terms are separately agreed between Munters and the Customer.

### **4. DATA**

The Customer acknowledges and accepts that Munters may use, modify, process, store, transfer and utilize any data or information (excluding personal data), received during the rendering of the Service or to which Munters otherwise may have access to as a consequence of the Service, to the fullest extent permissible under applicable law. Munters' right to utilize such data or information shall survive these Terms for an indefinite time.

### **5. PERSONAL DATA**

For information on how Munters processes personal data in connection with the use of the Service, please be referred to the Data Protection Policy for Remote Technical Support Service.

### **6. LIABILITY AND INDEMNIFICATION**

6.1 The Service is delivered on an as-is basis and at the sole risk of the Customer. In consideration of the nature of the provision of the Service and except for in the event of Munters' wilful misconduct, the Customer hereby waives and releases any and all claims the Customer may have or will ever have against Munters and its employees, agents,

affiliates, officers and directors relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from the Service.

- 6.2 The Customer agree to defend, indemnify, save and hold harmless Munters and its officers, directors, agents, affiliates and employees from any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorney fees arising from or in any way relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from the Service.

## **7. FORCE MAJEURE**

Munters may not be held liable for circumstances that are beyond its reasonable control, including, without limitation, labour disputes (strikes and lock-outs) or other labour disturbances, or disturbances by fire, flood, war, epidemic diseases, embargoes, blockades, riots, governmental interference, interruptions, loss or malfunctions of utilities, communications, hardware or software services, denial of service attacks or from defects or delays in the performance of its subcontractors if caused by any circumstance referred to in the foregoing, to the extent such circumstances have an impact on the Service.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms and all non-contractual obligations in connection with these Terms shall be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with these Terms shall be settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The SCC's Rules for Expedited Arbitrations shall apply. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. The parties shall treat any information related to the arbitral proceedings, including the arbitration award, as strictly confidential.

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