

VÄDERSTAD CONNECT - GENERAL TERMS OF SERVICE

1. Introduction and applicability of the Terms

- 1.1 These general terms of service (the “Terms”) govern the provision and use of Väderstad AB's (“Väderstad”) cloud-based service E-Connect (the “Service”) and apply to all agreements (“the Agreement”) between Väderstad and the Customer, which includes the Customer’s (i) use of Machines provided by Väderstad and/or its partners which interact with the Service, and/or (ii) the Customer’s or the Customer’s users’ use of the Service .
- 1.2 The Customer is a company or organization and the individual representing the Customer warrants the authority to conclude the Agreement with Väderstad.
- 1.3 The Customer automatically enters into the Agreement with Väderstad when the Customer (or someone appointed by the Customer on the Customer’s behalf) (i) registers for an Account and agrees to these Terms on the Website, or (ii) signs the Order for products or services – including the Service – provided by Väderstad and/or its partners.
- 1.4 Words, expressions and other concepts starting with capital letters (where not required under normal language rules) are defined at the end of these Terms, in the appendix “Definitions”.
- 1.5 The specific terms and conditions applicable for the Customer’s purchase (whether from Väderstad, its affiliates or distributor’s) of Väderstad’s products, including but not limited to the Machine(s), are however not governed by the Terms, but by the specific agreement between Väderstad and the Customer or Väderstad’s distributor and the Customer in relation to such purchase.

2. General information about the Service

- 2.1 The Service enables monitoring and analysis of Machine performance and usage, with such functionality and limitations as

Väderstad provides from time to time, as described on the Website or within the Service. The Service is provided in accordance with the Agreement, including these Terms.

- 2.2 The Service is provided to the Customer as a subscription-based license, where the Basic Version is provided at no monetary cost in exchange for Customer granting Väderstad the rights to access and use Customer Data as set forth in Section 10. Add-ons (if any) may be purchased for additional features, either without monetary cost or for a fee as specified in the from time to time applicable Service Specification.
- 2.3 The Service is provided online and shall be considered to have been made available when log in details have been provided, regardless of if the Customer actually has connected to or used the Service.
- 2.4 The Customer has the right to use the Service and create user accounts for its Users. User limitations, if any, are stated in the Service Specification.
- 2.5 The Service is controlled, operated and administered by Väderstad. For Customers located outside Sweden, additional terms or local requirements may apply in addition to these Terms. Customer is responsible for compliance with all applicable laws for use of the Service, including but not limited to data protection and export control regulations.

3. License grant

- 3.1 The Customer is granted a non-exclusive, non-transferable and time limited right to access and use the Service for its own business, subject to Customer’s compliance with the Agreement and payment obligations (if any). The Customer's right to use the Service terminates automatically upon termination of the Agreement.

4. General requirements

- 4.1 Customer acknowledges that the Service requires a compatible Machine, network connectivity, and installation of software

- updates for optimal performance. Failure to install required updates may result in reduced functionality or service interruption.
- 4.2 When the Customer registers for the Service, the Customer authorizes creation of a personal account linked to one or more specific Machines and the Customer. If the Machine changes owner, the Customer must immediately notify Väderstad of such transfer of ownership. Should the Customer fail to notify Väderstad thereof, the Customer acknowledges and accepts that the new owner of the Machine may be registered as owner of the Machine and the new owner's personnel may be permitted to be registered as Users, subject to prior presentation of purchase and other required registration documentation from the new owner.
- 4.3 Väderstad may discontinue support for legacy equipment or software versions upon reasonable written notice to Customer. Continued use of unsupported equipment may result in service limitations or unavailability.
- 5. Väderstad's obligations**
- 5.1 Väderstad shall deliver the Service professionally in accordance with the Agreement and provide support as described in the Documentation.
- 5.2 Väderstad may subcontract Service performance and other obligations under these Terms but Väderstad will always remain responsible for such subcontractors' work as if performed by Väderstad itself.
- 6. Customer obligations and responsibilities**
- 6.1 The Customer is responsible for:
- (a) managing user accounts, including but not limited to granting and revoking access rights, and ensuring only authorised Users access the Service;
 - (b) all actions taken by the Customer's Users through the Service and – if any – omissions and failures to implement or adhere to these Terms and Väderstad's applicable instructions, guidelines and policies in relation to the Service;
 - (c) safe management and confidentiality of login credentials;
 - (d) promptly informing Väderstad of any unauthorised access to the Service; and
 - (e) ensuring that all submitted information, documentation and, if any, data from Customer to Väderstad (whether in relation to the Service or otherwise) are correct, legal and in the agreed format.
- 6.2 The Customer shall comply with applicable laws, user guidelines, usage restrictions and limitations set out in the Agreement or other instructions from Väderstad and shall ensure such compliance of all actions from employees, consultants, Users and appointed persons, including compliance with third-party licensing terms.
- 6.3 The Customer may use the Service only within the agreed scope and shall not copy, modify, reverse engineer, or transfer any rights in the Service or its components.
- 6.4 The Service may not be used:
- (a) for any unlawful purpose or purpose for which it is not intended;
 - (b) to transmit, upload or post computer viruses or other harmful files or codes;
 - (c) in any way that impairs the Service's functionality or is damaging or disruptive to other customers;
 - (d) in a manner that could be perceived as defamatory or offensive or that in any other way could reasonably affect Väderstad or the Service adversely or reflect negatively on Väderstad's goodwill, name or reputation.
- 6.5 Customer may upload operational data to the Service, including field maps, driving patterns, and operational schedules. Customer warrants that all such uploaded data (i) does not contain personal data beyond what is necessary for the Service, (ii) does not infringe third-party rights, (iii) complies with applicable laws and regulations. Any such uploaded data shall

- constitute Customer Data under Section 10.3.
- 6.6 The Customer shall compensate Väderstad for additional work or costs incurred due to circumstances for which the Customer is responsible, in accordance with Väderstad's current price list..
- 7. Service availability and performance**
- 7.1 Väderstad aims to provide the Service with commercially reasonable availability, but makes no guarantees regarding uptime and availability of the Service. Väderstad will use commercially reasonable efforts to rectify unavailability without undue delay, unless this would cause operational risks, disproportionate costs or technical difficulties to Väderstad.
- 7.2 Väderstad will use commercially reasonable efforts to rectify Service defects that materially impair the core functionality of the Service without undue delay, but makes no guarantees regarding specific resolution timeframes, methods, or outcome.
- 7.3 Väderstad shall have no liability for Service defects, unavailability, or performance issues caused by or resulting from:
- (a) scheduled maintenance or upgrades with reasonable advance notice;
 - (b) emergency maintenance necessary to protect the Service from viruses, other intrusions, hacker attacks, or security threats, or as a result of Väderstad restricting access under Section 8;
 - (c) circumstances beyond Väderstad's control, including but not limited to network failures, internet service provider issues, or force majeure events under Section 15;
 - (d) minor inconveniences or temporary interruptions that do not materially affect or prevent access to the Service's core functionality;
 - (e) Customer's breach of these Terms or other misuse of the Service;
 - (f) unauthorized access, cyber-attacks, or security breaches, provided
- Väderstad has implemented industry-standard security measures;
- (g) Customer's equipment, software, internet connection, or third-party service.
- 7.4 If Väderstad does not rectify unavailability or defects in the Service without undue delay, and this materially affects the Customer, the Customer has the right to terminate the Agreement in accordance with what is stated in section 19.2(a).
- 7.5 The provisions in this section 7 constitute Väderstad's entire liability and Customer's exclusive remedies regarding Service availability, performance, and defects.
- 8. Restricted access to the Service**
- 8.1 In addition to what is otherwise set out in these Terms, Väderstad may immediately block or restrict access to the Service, if:
- (a) the provision of the Service results in a significant risk to Väderstad or other customers of the Service; or
 - (b) the Customer breaches applicable law, these Terms, or acceptable use standards.
- 8.2 Where practical and unless immediate action is required, Väderstad will give the Customer opportunity to remedy any breach before suspension. Väderstad will use proportionate measures and notify the Customer as soon as possible unless this would compromise security.
- 9. Changes to the Service**
- 9.1 Väderstad is always trying to improve the Service and may make improvements, updates, additions and changes, or remove non-material functions of the Service at its own discretion.
- 9.2 Changes to the Service or the method of providing it that are of a technical, administrative or cosmetic nature and do not materially affect the Customer's use of the Service may be made without prior notification to the Customer. Emergency security updates, patches, or measures necessary to protect the Service or system integrity may be implemented immediately without prior notice. Väderstad will use

reasonable efforts to notify Customers of such emergency changes within undue delay after implementation.

- 9.3 Other changes than those set forth in Section 9.2 above will be made after providing at least 30 days' prior written notice to the Customer by e-mail to the Customer's registered address and/or as a prominent notice within the Service interface. The Customer may terminate the Service if the Customer objects to any such change by providing written notice to Väderstad at any time within 30 days of the change taking effect. Termination shall take effect immediately upon receipt of the termination notice or on such later date specified by the Customer, provided that such termination date is no later than 90 days from the date the change took effect. Continued use of the Service beyond the 30-day period shall constitute acceptance of the change.

10. Access to and use of Customer Data

- 10.1 In the relationship between the Customer and Väderstad, the Customer is the holder of all rights pertaining to Customer's Data. Notwithstanding the foregoing, Customer grants Väderstad a perpetual, worldwide, royalty-free right to:

- (a) perform the Agreement or any other agreement with the Customer or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analyses, financial projections, impact assessments, calculating staff benefit);
- (b) provide support, warranty, guarantee or similar services or to assess Customer's, Väderstad's or third party's claims (e.g. regarding malfunctions of the Machine) related to the Machine or the Service;
- (c) monitor and maintain the function, safety and security of the Machine or the Service and ensure quality control;
- (d) improve the functions of any product or related service offered by Väderstad;

- (e) develop new products or services, including artificial intelligence (AI) solutions, by Väderstad, by third parties acting on behalf of Väderstad (i.e. where Väderstad decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
- (f) aggregate the Customer Data with other data or create derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to Väderstad from the Machine to be identified or allow a third party to derive those data from the dataset.

- 10.2 To the extent the Customer Data constitutes personal data, Väderstad's rights set out in Section 10.1 regarding such Customer Data shall only be exercised in aggregated or anonymized form, except where necessary for the specific purposes set out in subsections (a), (b), and (c) of Section 10.1.

- 10.3 In addition to what is set out herein, provisions governing access to and use of data pursuant to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 ("Data Act") are set forth in [Appendix A](#).

11. Prices etc

11.1 Pricing and payment terms

- 11.1.1 The Basic Version of the Service is provided at no monetary cost in exchange for the data licence granted under Section 10.

- 11.1.2 Add-ons are provided either at no monetary cost or for the fees specified in the relevant Order, Service Specification and/or price list as published from time to time.

- 11.1.3 Where fees apply, the Customer shall pay such fees in accordance with the payment terms set out in the Order and Service Specification. Payment may be made by the

- payment methods specified by Väderstad from time to time.
- 11.1.4 All fees are exclusive of applicable taxes, duties, and charges.
- 11.2 Late payment of applicable fees (if any)**
- 11.2.1 Where fees apply and payment is late or incomplete, Väderstad (i) is entitled to interest on overdue amounts in accordance with the Swedish Interest Act, late payment charges and debt collection fees according to applicable law, and (ii) may suspend or terminate the Customer's access to Add-on features (whilst maintaining access to the Basic Version) as further specified in the relevant Order and Service Specification.
- 11.3 Changes in prices**
- 11.3.1 Väderstad may adjust prices for the Service (including Add-Ons) (i) annually in accordance with changes in Statistics Sweden's published Labour Cost Index for salaried employees (LCI Salaried Employees) preliminary index, SNI 2007 code J (Information and Communication Activities), and/or (ii) at any time with three (3) months prior written notice, to cover Väderstad's increased costs arising from legislative changes, changes to or introduction of taxes or public fees, or changes in public law application affecting delivery of the Service. If the Customer does not accept a price change, the Customer may terminate the Agreement by giving notice within one (1) month of receiving notice of the change, with termination taking effect from the date the price change becomes effective. Further details may be set forth in the relevant Order or Service Specification.
- 12. Intellectual property rights**
- 12.1 Väderstad and/or Väderstad's licensors hold all rights, including intellectual property rights, to the Service, including all software, source code, object code, algorithms, and architecture, the Website and all content thereon, Documentation and training materials, Väderstad's trademarks, trade names, logos, and brand elements and all improvements, enhancements, modifications, and derivative works of the foregoing. Nothing in this Agreement shall be interpreted as a transfer of such rights to the Customer.
- 12.2 Väderstad has the right to freely use the know-how, professional knowledge, experience and skills that Väderstad acquires through or in connection with providing the Service.
- 12.3 Subject to Section 13, Väderstad will defend and compensate the Customer for damage suffered by the Customer from third-party claims that Customer's authorised use of the Service in accordance with the Agreement infringes Swedish patents and trademarks, national or international copyright or misappropriates trade secrets of such third party. With regard to international patents and patent applications (i.e. any patent applications or patents registered in other countries than in Sweden) Väderstad assumes no responsibility or liability in relation to any infringement claims. Väderstad's obligations hereunder applies only provided that the Customer promptly notifies Väderstad in writing of any claim, gives Väderstad sole control of the defence and settlement and provides reasonable cooperation and assistance to Väderstad in the defence (at Väderstad's expense).
- 12.4 If it comes to Väderstad's knowledge or is finally settled that the use of the Service constitutes an infringement of a third party's intellectual property rights, Väderstad may, at its option:
- (a) Obtain rights for Customer to continue using the Service;
 - (b) Replace or modify the Service to make it non-infringing; or
 - (c) if options (a) and (b) are not commercially reasonable, terminate the affected portion of the Service or the entire Agreement if the infringement affects core functionality, upon thirty (30) days' written notice and refund any fees paid in advance for the terminated portion for the period following termination.
- 12.5 Customer shall defend Väderstad against any third-party claim that Customer Data infringes or misappropriates such third party's intellectual property rights, or the Customer's use of the Service outside the scope of this Agreement or in violation of this Agreement infringes such third party's

intellectual property rights. Customer will pay damages finally awarded against Väderstad or agreed in settlement. This obligation requires that Väderstad promptly notifies Customer in writing of any claim, gives Customer sole control of the defence and settlement and provides reasonable cooperation.

- 12.6 This Section 12 sets out Väderstad's entire liability towards the Customer for intellectual property infringement.

13. Limitation of liability

- 13.1 Except as expressly stated in this Agreement, the Service is provided "as is" and Väderstad makes no warranties, either express or implied, regarding the Service, including but not limited to warranties of completeness, accuracy, reliability, quality, or fitness for any particular purpose.
- 13.2 Neither Party shall be liable for any indirect or consequential damages, including but not limited to loss of profits, loss of revenue, loss of business opportunities, or loss of data (Including Customer Data), regardless of whether such damages were foreseeable.
- 13.3 Väderstad's liability for damages is excluded to the fullest extent permitted by law. Where liability cannot be excluded, Väderstad's aggregate liability shall not per calendar year exceed the greater of (a) SEK 5 000, and (b) 20% of the total amount paid by Customer for Add-ons during the twelve (12) months preceding the event giving rise to liability. If the event occurs before twelve (12) months have elapsed, the liability cap shall be calculated based on the estimated annual fees for the Add-on(s).
- 13.4 Unless otherwise expressly set forth in Appendix A, Väderstad shall not be liable for loss of Customer Data except where such loss results from Väderstad's gross negligence or wilful misconduct. The Customer is solely responsible for maintaining appropriate backups of all data.
- 13.5 Väderstad has no liability for Customer's obligations to third parties, except as expressly provided in Section 12 (Intellectual Property Rights).
- 13.6 The limitations in this Section 13 shall not apply to personal injury or death caused by

Väderstad's negligence, breach of the Parties' obligations under Section 12 (Intellectual Property Rights) or Section 16 (Confidentiality), or in case of fraud or wilful misconduct.

- 13.7 Väderstad shall not be liable for damages that the Customer has not notified in writing within three (3) months after the Customer discovered or should reasonably have discovered the damage, but in no event later than six (6) months from when the damage occurred.

14. Information security

- 14.1 Väderstad shall implement and maintain appropriate security measures to protect the Service and Customer Data from unauthorised access or use, and provide the Service in accordance with customary industrial standards.
- 14.2 Customer shall promptly notify Väderstad if anyone on the Customer's side gains unauthorized access to the Service, or if Customer otherwise becomes aware of such unauthorized access or any suspected security incidents involving the Service.
- 14.3 The Customer is fully responsible for maintaining the security of its own IT-environment, such as user and password administration, the operating environment, networks and applications as well as the security, quality and legality of the Customer Data.

15. Force Majeure

- 15.1 Either Party shall be released from liability for failure to fulfil an obligation under this Agreement to the extent that performance is substantially hindered or prevented by circumstances beyond the control of the party, such as: Internet limitation or slow connection, power outages, network intrusion, lawsuits, epidemics, pandemics, labour disputes, loss of communications (including data communication), mobilisation or large-scale military recruits, ordinances, rationing of fuel, goods or energy, and defects and delays in deliveries from subcontractors caused by any party outside the party's control provided that the other party is notified immediately.

15.2 Either Party may terminate the Agreement with immediate effect by giving written notice if a Force Majeure Event continues, or will obviously continue, for more than sixty (60) consecutive days.

16. Confidentiality

16.1 For avoidance of doubt and subject to the provisions herein, the Customer is under no restriction – whether under this confidentiality provision or otherwise under the Terms – to use and exploit its Customer Data and such additional information provided or rightfully accessible in the Service regarding the Customer’s Machines and their operational performance.

16.2 The parties hereby agree not to, without the other party’s prior written approval, publish or otherwise disclose to third parties any information relating to the other party’s business which is or can be reasonably presumed to be confidential, with the exemption for:

- (a) information that is or becomes publicly known, except through a breach of the Agreement by the receiving party;
- (b) information that is public to the receiving party from a third party without obligation of confidentiality;
- (c) information that was known to the receiving party prior to receipt from the disclosing party, without obligation of confidentiality; or
- (d) the disclosure or use of information is required by law, regulations or any other regulatory body. In the event of such disclosure, the disclosing party shall, if possible, notify the other party before such disclosure takes place.

16.3 Specifically, Väderstad shall keep any Data secret and ensure that employees only have access to the Data if it is necessary to perform Väderstad’s rights and obligations under the Agreement, e.g. support- and maintenance (“need to know basis”).

16.4 Information that a party has stated as confidential (whether marked, orally stated or otherwise designated as being confidential) shall always be regarded as

confidential information for the purpose of these Terms.

16.5 Each party is responsible for compliance with this confidentiality undertaking by its respective subcontractors, consultants and employees. The confidentiality undertaking under this section applies during the term of the Agreement and for a period of three years after the Agreement has expired.

17. Personal data

17.1 To the extent Väderstad processes personal data on behalf of the Customer in providing the Service, Väderstad acts as the Customer's data processor and the Customer acts as the data controller. The Parties' rights and obligations regarding such processing are set out in the Data Processing Agreement.

17.2 For processing of personal data where Väderstad acts as an independent data controller (including processing of contact details for customer relationship management, invoicing, and marketing), Väderstad processes such data in accordance with Väderstad's privacy policy available at the Website.

17.3 The Customer shall ensure that Customer Data uploaded to the Service contains only personal data that is necessary for the purposes of using the Service. The Customer shall not upload special categories of personal data (as defined in Article 9 GDPR) unless expressly agreed in advance in writing by Väderstad.

18. Compliance

18.1 The Customer warrants that the Service shall only be used in compliance with all relevant laws and regulations (including export control regimes and applicable sanctions/embargoes, and that the Service shall not be used in, exported or re-exported to or for use in any jurisdiction including but not limited to Russia and other sanctioned jurisdictions) or by any person or entity, in violation of applicable sanctions, embargoes and export control rules.

18.2 Any violation of the aforementioned warranties is strictly prohibited and shall be considered a material breach of the Agreement.

19. Term

- 19.1 If not otherwise agreed, the Agreement shall enter into force when the Customer has signed up to using the Service at the Website or signed the Order (whichever occurs first) and continues for any initial binding period specified in the Order. If no binding period is specified, or following expiry of any binding period, the Agreement continues until terminated by either Party with three (3) months' written notice.
- 19.2 Each Party is entitled to terminate the Agreement with immediate effect where:
- (a) the other party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days after receiving written notice specifying the breach and referencing this Section;
 - (b) the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise declared insolvent.
- 19.3 In addition to what is set out in this Section 19, each Party has the right to terminate the Agreement in accordance with what is otherwise set out in these Terms.
- 19.4 Termination of the Agreement shall be made by written notice, subject to section 21 below

20. Effects of termination

- 20.1 Upon termination or expiry, the Customer shall immediately cease to use the Service and shall not access the Service thereafter.
- 20.2 Both Parties shall, upon termination or expiry, return or securely delete all confidential information received from the other Party in accordance with Section 16, except to the extent retention is required by applicable law or necessary to exercise rights that survive termination.
- 20.3 The Customer may export Customer Data at any time during the Agreement term using the export functionality provided in the Service.
- 20.4 Upon termination, the Customer has ninety (90) days to export Customer Data using the

available export functionality provided in the Service. After this period, Väderstad may delete the Customer Data. Notwithstanding the above, Väderstad retains the rights to Customer Data set out in Section 10.1. To the extent Customer Data constitutes personal data, deletion shall be carried out in accordance with the Data Processing Agreement .

- 20.5 The following Sections survive termination or expiry of the Agreement: Section 10 (Access to and Use of Customer Data), Section 12 (Intellectual Property Rights), Section 13 (Limitation of Liability), Section 16 (Confidentiality), Section 20 (Effects of Termination), and Section 24 (Governing Law and Disputes).

21. Notices

- 21.1 Notice of termination and/or other notices under these Terms shall be sent by courier, registered post or electronic message to the other party's contact person at the address specified by such party. The other party shall be deemed to have received such notice: (a) at the time of delivery, if delivered by courier; (b) 5 days after dispatch, if sent by registered post; (c) at the time the electronic message arrived at the recipient's electronic address, if sent by electronic message.

22. Changes to the Terms

- 22.1 Väderstad may change these Terms from time to time by giving the Customer three (3) months' prior written notice. The Customer shall have the right to terminate the Agreement upon any changes to the Terms by giving notice at the latest one (1) month before the new Terms come into force. In such case, Väderstad shall refund the Customer's possibly prepaid amounts – if any - corresponding to the period the Customer has not been able to use the Service due to a termination resulting from a change of the Terms.

23. Miscellaneous

- 23.1 The Agreement constitutes the parties' complete settlement of all matters related to the Agreement. All written or oral commitments and commitments that preceded the Agreement will be replaced by the content of the Agreement.

23.2 The Agreement may not be transferred to a third party without the other party's prior written consent. Notwithstanding the foregoing, Väderstad has, without prior approval of the Customer, the right to:

- (a) in a situation of transferring Väderstad's Service operation or a part thereof, transfer the Agreement to a third party;
- (b) transfer the Agreement to companies within the same corporate group as Väderstad; and
- (c) assign the right to accept payment under the Agreement.

23.3 The failure of a party to exercise any right under the Agreement or the failure to point out any particular condition attributable to the Agreement shall not constitute a waiver by a party of such right.

24. Governing law and disputes

24.1 This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.

24.2 Any dispute arising out of or in connection with the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC Institute").

24.3 The Rules for Expedited Arbitrations shall apply, unless the SCC Institute, considering the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

24.4 The place of arbitration shall be Linköping, Sweden. The language of the proceedings shall be Swedish and Swedish law shall apply to the dispute. Regardless of what has just been said, Väderstad shall always have the right to apply for an injunction to payment or bring an action regarding non-payment in a general court whether in Sweden or in any otherwise competent court in the Customer's jurisdiction.

APPENDIX A – DEFINITIONS

1. Definitions

- 1.1 **“Account”** means the Customer account created upon registration for the Service, linked to one or more Machines and associated with specific Users.
- 1.2 **“Add-ons”** means additional features or modules available within or for the Service, either at no monetary cost or against a fee as specified in the Service Specification.
- 1.3 **“Agreement”** means the agreement between Väderstad and the Customer comprising: (i) the Order or registration confirmation; (ii) these Terms; (iii) the Data Processing Agreement; and (v) any other annexes referenced in the Order, listed in order of precedence.
- 1.4 **“Basic Version”** means the core E-Connect service (as defined by Väderstad from time to time) provided at no monetary cost to the Customer in exchange for the data license granted under Section 10.
- 1.5 **“Customer Data”** means all data and information, including personal data and technical information relating to the Customer, its Users, or its Machines, provided to Väderstad by or on behalf of the Customer through use of the Service, including machine-generated data such as GPS location, performance metrics, error logs, operational statistics, diagnostic information and such other or additional User- or machine-generated data resulting from use of Add-ons.
- 1.6 **“Data Processing Agreement”** means the agreement between Väderstad and the Customer governing the processing of personal data by Väderstad on behalf of the Customer (as available on www.vaderstad.se/e-service/dpa.com).
- 1.7 **“Documentation”** means user manuals, technical specifications, instructions, and other documentation relating to the Service provided by Väderstad to the Customer from time to time, including updates communicated through the Service or Website.
- 1.8 **“Machine”** means the agricultural equipment manufactured by Väderstad and equipped with connectivity hardware enabling connection to the Service, that the Customer owns or has a contractual right to use.
- 1.9 **“Order”** means a Väderstad-approved service order form or online subscription process by which the Customer subscribes to the Service and, where applicable, purchases Add-ons.
- 1.10 **“Service Specification”** means the document or webpage describing the features, functionality, technical requirements, and pricing for the Service and Add-ons, as updated by Väderstad from time to time and available at <https://e-connect.vaderstad.com>.
- 1.11 **“User(s)”** means individuals authorised by the Customer to access and use the Service, including the Customer's employees, representatives, advisors and consultants.
- 1.12 **“Website”** means www.vaderstad.com and any successor or related websites operated by Väderstad.