



## GENERAL TERMS AND CONDITIONS FOR ICU SCANDINAVIA'S CLOUD SERVICES AND ON-PREMISE INSTALLATION OF ICU SOFTWARE

These general terms and conditions (the “**General Terms**”), is a legal agreement between the business entity that you represent (hereinafter referred to as “**You**”, “**Your**” or the “**Customer**”) and ICU Scandinavia AB, company reg. no. 556621-7252, with its principal office at Gribbylundsvägen 15, 187 62 Täby, Sweden (“**ICU**”) which guides Your use of and access to the Application (as defined below) and the SaaS Service (as defined below).

BY CLICKING THE “ACCEPT” BUTTON BELOW OR OTHERWISE ACCESSING OR USING THE APPLICATION OR THE SAAS SERVICE YOU (WHICH FOR THE PURPOSES OF THESE GENERAL TERMS ALSO INCLUDES THE BUSINESS ENTITY THAT YOU REPRESENT) SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF YOU DON'T WANT TO BE BOUND BY THESE TERMS, PLEASE CLICK DECLINE BELOW AND DO NOT ACCESS OR USE THE APPLICATION.

BEFORE USING THE SAAS SERVICE YOU FURTHER ACKNOWLEDGE THAT THE APPLICATION AND SAAS SERVICE IS A MONITORING SYSTEM INTENDED FOR REDUNDANCY PURPOSES ONLY AND THAT ICU'S PRODUCTS AND SERVICES ARE NOT INTENDED TO REPLACE MEDICAL AND/OR CRITICAL ALARM SYSTEMS.

ICU may terminate, without notice, Your access to the Application for failure to comply with these General Terms. You specifically represent and warrant to ICU that:

- You have the legal authority to enter into these General Terms (either on your own behalf or by having an authorized person at your organization agree to the terms set forth herein on your behalf);
- These Terms are binding and enforceable against You;
- To the extent an individual is accepting these General Terms on behalf of a legal entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity; and
- You have read and understand ICU's Privacy Policy, the terms of which are posted at ICU's website (the “**Privacy Policy**”).

### 1 Definitions

Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below:

**Access Point** - Unless the parties have agreed otherwise, the point or points at which ICU connects the SaaS Service to a public electronic communications network.

**Additional System Deliverables** - Additional system deliverables provided to Customer by ICU under a separate purchase order and its related Order Confirmation, consisting of additional services and/or hardware supplementing the SaaS Service.

**Application** - The software provided through the SaaS Service.

**Customer** - The sole proprietorship, partnership, company or entity on whose behalf these Terms are executed.

**Customer's Data** - Data or other information that the Customer, or another party on the Customer's or a user's behalf, puts at ICU's disposal as well as the result of ICU's data processing.



**Customer's Software** - The software owned by the Customer or which the Customer is entitled to use in accordance with an agreement with a third party, and which is used to access the SaaS Service.

**General Terms** - These general terms and conditions entered into between the Customer and ICU.

**LCSS** - means the bundled LCSS (*License and Customer Support Service*) license described in Section 2.6, which may be separately agreed between the parties confirmed in an a corresponding Order Confirmation and includes hardware, software, support services and an extended hardware warranty.

**License Right** - Has the meaning set out in clause 6.1.

**Initial Term** - The initial term of the General Terms (if any) that the parties may agree upon and which is confirmed in an Order Confirmation that shall apply before the ordinary Subscription Period in Section 16.1 starts to take effect.

**Measuring Point** - Each physical unit of ICU's proprietary temperature logging sensor(s) used in conjunction with the SaaS Service (provided by ICU or its third-party representative under separate terms) to which a License Right is assigned.

**Order Confirmation** – A delivery agreed upon and confirm in an Order Confirmation entered into between the Customer and ICU (if any) which, amongst others, specifies the Initial Term and the Additional System Deliverables to be provided by ICU.

**SaaS Service** - Each service which ICU, pursuant to the General Terms, shall make available to the Customer over a public electronic communications network and any subsequent changes thereof. Depending on the services acquired by the Customer, the SaaS Service may refer to the Boomerang Cloud Service and/or the Coolguard Cloud Service (as applicable).

**Specification** - The specification of the contents of the SaaS Service as defined on ICU's website (Coolguard <https://icuscandinavia.se/en/coolguard-2/> and Boomerang <https://icuscandinavia.se/en/boomerang-2/>) and subsequent changes thereof agreed in writing. Possible support services are not included in the Specification.

**Start Date** - The date on which the SaaS Service is first accessed by the Customer.

**Subscription Period** - The applicable subscription period for the SaaS Service as defined in clause 8.1.

**Third-Party Application** – Software which is clearly owned by a company other than ICU or a company within ICU's group of companies.

**Third-Party Product Supplier** - The company that grants ICU a license to and provides maintenance in respect of a Third-Party Application.

## **2 ICU's undertakings**

**2.1** From the Start Date ICU shall provide (i) the SaaS Service at the Access Point in accordance with the terms and conditions set out herein and (ii) the agreed Additional System Deliverables to the extent agreed and confirm in an Order Confirmation. The contents of the SaaS Services are set out in the Specification.

**2.2** ICU shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the SaaS Service shall be performed in accordance with the methods and standards normally applied by ICU for this type of service.



- 2.3** ICU may engage a subcontractor to perform its obligations under the General Terms. ICU is liable for a subcontractor's work as if it had been performed by ICU itself.
- 2.4** ICU may, while observing the provisions on personal data in clause 14, provide the SaaS Service, in whole or in part, from any country it sees fit, provided that ICU otherwise fulfils the terms and conditions of the General Terms.
- 2.5** ICU warrants that the SaaS Service shall perform in accordance with the limited warranty provided in these Terms. ICU provides no other warranty, whether explicit or implicit in respect of the SaaS Service and the Application.
- 2.6** The License is included in a subscription based LCSS (*License and Customer Support Service*) license, under which (i) the SaaS Services, (ii) related system hardware ("Additional System Deliverables") and (iii) support services are collectively provided to the Customer subject to a monthly fee. The LCSS license also includes an (iv) extended warranty, when applicable, for delivered system hardware. If the parties have entered into a delivery agreement through a purchase order confirmed by an Order Confirmation, terms and conditions as defined in **APPENDIX A** of this agreement will supplement the terms set out herein. In case of any discrepancy between the terms set out in an Order Confirmation and these General Terms, the terms set out in this Agreement shall take precedence.
- 2.7** If the Application, or part thereof, is provided locally by installing software on Customer's premise, the terms set out in ICU's then current End User License Agreement shall be signed and agreed by the Customer before any such use is initiated.

### **3 Customer's undertakings**

- 3.1** In order for ICU to be able to perform its obligations under the General Terms, the Customer is responsible for the following:
- a) The Customer shall review documentation provided by ICU (if any) and otherwise provide the information necessary for ICU to perform its obligations under the General Terms.
  - b) The Customer is responsible for the communication between the Customer and the Access Point. It is also the Customer's responsibility that it has the equipment and software that ICU, on a website or by another written method, has stated is required to use the SaaS Service, or which otherwise is clearly required for such use.
  - c) The Customer is responsible for faults and defects in the Customer's Software.
  - d) Unless otherwise follows from the General Terms, the Customer is responsible for the backup of Customer's Data.
  - e) The Customer shall ensure that (i) Customer's Data are free from viruses, Trojans, worms or other malicious software or code; (ii) Customer's Data are provided in an agreed format; and (iii) Customer's Data otherwise cannot damage or interfere with ICU's systems or the SaaS Service.
  - f) The Customer shall ensure that log-in information, security methods and other information provided by ICU for access to the SaaS Service are handled confidentially in accordance with clause 12. The Customer shall notify ICU immediately in the event of unauthorized access to information in accordance with this clause.



- g) The Customer shall notify ICU immediately upon discovery of any infringements or attempted infringements that might affect the SaaS Service.

#### **4 Start-up of the SaaS Service and general support**

- 4.1 It is ICU's responsibility that the SaaS Service is available to the Customer from the Start Date.
- 4.2 The parties may conclude a separate agreement regarding ICU's obligations in respect of the start-up of SaaS Service as detailed in a separate Order Confirmation. The SaaS Service shall be deemed available when the Customer can start using the SaaS Service from the Access Point.
- 4.3 ICU will provide its Customers with support to resolve general issues relating to the Application and SaaS Service and their use thereof. This general support includes resources and documentation made available on ICU's website. The most efficient way to get answers to questions regarding the Application is to review said resources. If You still have questions after reviewing the documentation on ICU's website, please contact the support division of the third party from which the right to use and access the SaaS Service was originally purchased. ICU is not responsible for providing additional support for the SaaS Services and/or the Application unless specifically agreed in a separate agreement between the parties.
- 4.4 Support for hardware delivered as part of the Additional System Deliverables will be provided by ICU to the extent agreed between the parties in a separate Order Confirmation.

#### **5 Changes to the SaaS Service**

- 5.1 ICU may, without prior notification to the Customer, make changes to the SaaS Service or the method of providing it, that are not likely to cause the Customer any significant inconvenience.

#### **6 Customer's use of the SaaS Service**

- 6.1 Unless the parties have agreed otherwise, the Customer is granted a non-exclusive right to use the SaaS Service and the Application in its own business on the number of Measuring Points for which licenses have been acquired from ICU or its appointed representatives (each a "**License Right**"). Where a Third-Party Application is provided via the SaaS Service, clause 6.7 shall also apply. From the Start Date ICU shall provide the updates, versions or releases of the Application specified in the General Terms, with the changes that follow from clause 7.2.
- 6.2 User documentation for the use of the Application in form of manuals and other instructions will be provided by ICU. The user documentation will be provided in the English language.
- 6.3 The Customer is obliged to follow any written instructions provided from ICU for the use of the SaaS Service.
- 6.4 The Customer is fully responsible for the use of the SaaS Service and the Application by all members of staff and all other persons having access thereto.
- 6.5 The Customer is responsible for ensuring control over data handled in the SaaS Service and for ensuring that the Customer can prevent the data from spreading in accordance with the requirements in applicable legislation. The Customer may not copy any software included in the SaaS Service (if any).



**6.6** ICU shall implement updates or new versions to the extent ICU finds appropriate for the SaaS Service. The provisions of clause 5 shall apply to the implementation of an update or a new version. ICU may, even if it would inconvenience the Customer, implement updates in the Application in order to protect the SaaS Service and for other security related purposes.

**6.7** The Customer may only use Third-Party Applications in accordance with the licensing terms issued by the Third-Party Product Supplier and referred to by ICU (if any). With respect to Third-Party Applications, ICU's liability for faults or intellectual property infringements is restricted to an obligation to report the fault/infringement to the Third-Party Product Supplier with undue delay. ICU shall implement any potential solution from the Third-Party Product Supplier, provided this can be done without negative interference with the SaaS Service. ICU has no other responsibility for fault or infringement in relation to Third-Party Applications.

## **7 Restricted access to the SaaS Service**

**7.1** If the Customer's use of the SaaS Service results in a risk of damage to ICU or another customer of the SaaS Service, ICU may block or restrict Customer's access to the SaaS Service. The Customer will be informed as soon as possible if the access to the SaaS Service is restricted.

**7.2** ICU may carry out planned measures that affect the availability of the SaaS Service if required for technical, maintenance, operational or safety reasons. ICU undertakes to notify the Customer within a reasonable time before such action.

**7.3** Further, ICU has the right, in its sole discretion, to terminate Customer's access to the SaaS Service or take such other action as it sees fit if Customer breaches any of the conditions set out in the General Terms.

## **8 Remuneration, fees and terms of payment**

**8.1** A limited right to access and use the SaaS Service subject to the terms set out herein can be purchased directly from ICU or through a third party, such as a distributor or sales representative. To the extent agreed between the Parties confirmed in a separate Order Confirmation, these General Terms shall commence the Start Date and last for the Initial Term. Thereafter the ordinary Subscription Period for the SaaS Service will start to take effect. Unless otherwise agreed between the parties in writing, the applicable subscription period for the SaaS Service lasts for a period of three months (each a "**Subscription Period**").

**8.2** In consideration for the performance of the SaaS Service and providing the Application the Customer shall pay the fees set out in ICU's from time to time applicable price list. Additional System Deliverables provided by ICU shall be reimbursed separately subject to a purchase order and its related Order Confirmation, or if no such arrangement has been made, ICU's current pricelist for such services.

**8.3** The Customer shall pay all invoices in full in accordance with the payment instructions stated on the relevant invoice. In the absence of specific conditions, payment shall be made within 30 days of the date the invoice was issued. Payments overdue for more than 60 days shall be considered as a significant breach of this Agreement. ICU reserves the right to suspend Customer's access to the SaaS Service until overdue payments have been remedied.



- 8.4** The Customer's subscription for the SaaS Service will automatically renew at the end of the applicable Subscription Period as agreed and confirmed in the Order Confirmation, unless the Customer cancels its subscription notice as specified in clause 16.2.
- 8.5** The remuneration is exclusive of VAT and other additional taxes and charges. With regard to Additional System Deliverables or other remuneration in accordance with the General Terms, ICU is entitled to invoice monthly in arrears.
- 8.6** In the event that ICU incurs extra work or additional costs due to circumstances for which the Customer is responsible, the Customer shall remunerate ICU for such extra work and additional costs in accordance with ICU's current price list.

## **9 Intellectual property rights**

- 9.1** ICU and/or ICU's licensors hold all rights, including intellectual property rights, to the SaaS Service and any software included in the SaaS Service as well the Additional System Deliverables (including for the avoidance of doubt any hardware components provided by third parties on behalf of ICU).
- 9.2** It is ICU's responsibility that the Customer's use of the SaaS Service does not infringe any copyright, patent or other intellectual property right. If the infringement relates to the use of an Application that is not a Third-Party Application in a SaaS Service, ICU is only responsible under this clause 9.2 when the Customer uses the Application in the United States, a member state of the EU/EEA or another agreed country. ICU undertakes to defend, at its own expense, the Customer against any claims or actions regarding infringement of a third party's rights due to the Customer's use of the SaaS Service. ICU shall also indemnify the Customer for any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation by ICU only applies if the Customer has notified ICU in writing of a claim or action within a reasonable time and ICU has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the Customer's use of the SaaS Service infringes upon a third party's rights, ICU is responsible for obtaining any necessary rights or procuring other non-infringing software without any costs and as few operational interruptions as possible to the Customer or, if the infringement concerns an Application that is not a Third-Party Application in a SaaS Service, amend it so that it no longer causes infringement, or terminate the General Terms with three (3) months' notice, in which case the Customer, during the notice period, is entitled to a deduction of the fee that corresponds to the reduction of the value of the SaaS Service as a result of the infringement. As concerns liability for infringement relating to the Customer's use of a Third-Party Application in a SaaS Service, the provisions in clause 6.7 shall apply instead. Other than as stated in this clause, ICU is not liable towards the Customer for infringements of a third party's intellectual property rights.
- 9.3** It is the Customer's responsibility that the necessary rights to use the Customer's Software within the scope of the SaaS Service are in place. The Customer undertakes to defend, at its own expense, ICU against any claims or actions regarding infringement of a third party's rights due to use of the Customer's Software within the scope of the SaaS Service. The Customer furthermore undertakes to indemnify ICU against any costs or damages that ICU may become liable to pay as a result of a judgment or settlement.



## **10 Customer's Data**

- 10.1** In the relationship between the Customer and ICU, the Customer is the holder of all rights pertaining to Customer's Data. Unless otherwise follows from the General Terms, work in connection with transferring Customer's Data to the Customer during the term of the General Terms is an Additional System Deliverable.
- 10.2** The Customer is liable for and shall indemnify and hold ICU harmless from and against, any infringement by Customer's Data of any third party right or any other non-compliance with applicable law.

## **11 Personal data**

- 11.1** When processing personal data within the scope of the SaaS Service, the Customer is the data controller and ICU is the data processor. As data controller it is the Customer's responsibility that personal data is processed in accordance with applicable legislation. ICU undertakes that it will only process personal data in accordance with the General Terms and the Customer's written instructions. ICU shall implement the appropriate technical and organisational measures to protect the personal data. ICU shall be prepared to comply with any orders issued by any governmental authority in accordance with law in relation to any measures required to fulfil the stipulated security requirements pertaining to the Customer's personal data. Where ICU incurs extra costs for complying with amended security requirements, the Customer shall compensate ICU for any such costs. ICU shall immediately notify the Customer upon discovering any completed or attempted unauthorised access to, destruction of or amendment to the Customer's personal data. ICU shall allow any inspections that a governmental authority may be entitled to require under law with regard to personal data processing. ICU may charge the Customer for any costs in connection with the implementation of such inspection.
- 11.2** When using a subcontractor who processes personal data (a "**subprocessor**"), ICU, as the Customer's representative, shall sign an agreement with the subprocessor, according to which the subprocessor, as data processor, undertakes towards the Customer to comply with the provisions of this clause 11. Where personal data will be transferred to a country outside of the EU/EEA, ICU shall ensure that the subprocessor signs the EU's standard agreement clauses for transferring personal data to a third country. ICU shall be entitled to sign the agreement as a representative of the Customer. Prior to using a subprocessor for the processing of personal data, ICU shall notify the Customer of the subprocessors it intends to use and which country personal data will be processed in. On the Customer's request, ICU shall send the Customer a copy of any agreements signed by ICU under this clause 11.2.
- 11.3** If ICU keeps a log of the use of the SaaS Service that contains personal data (as defined in the General Data Protection Regulation 2016/679), ICU may only, unless the parties have agreed otherwise, use the data from the log as necessary to perform the SaaS Services.

## **12 Confidentiality**

- 12.1** Each party undertakes not to disclose, without the other party's consent, to a third party, during the term of the General Terms or for a period of three (3) years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which



according to law is subject to a duty of confidentiality. Unless otherwise follows from law, ICU's pricing information or other information that a party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply to information that the party can demonstrate has become known to the party other than through the project or which is publicly known. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a party is required to disclose information in such way, it shall notify the other party prior to disclosure.

- 12.2** A party shall ensure that confidentiality is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

### **13 Liability**

- 13.1** The SaaS Service, including, without limitation, the Application and all content and services accessed through or via ICU's website, the application or otherwise, are provided "as is", "as available", and "with all faults".

- 13.2** Whilst ICU uses reasonable endeavours to correct any errors or omissions in the SaaS Service and the Application as soon as practicable once they have been brought to ICU's attention, ICU makes no promises, guarantees, representations or warranties of any kind whatsoever (express or implied) regarding, the application, the SaaS Service or any part or parts thereof, any content, or any linked services or other external services. ICU does not warrant that the Customer's use of the SaaS service will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the platform or any part or parts thereof, the content, or the servers on which the platform operates are or will be free of viruses or other harmful components. ICU does not warrant that any transmission of content uploaded to the platform will be secure or that any elements of the platform designed to prevent unauthorized access, sharing or download of content will be effective in any and all cases, and does not warrant that the Customer's use of the platform is lawful in any particular jurisdiction.

- 13.3** ICU and its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and shareholders, specifically disclaim all of the foregoing warranties and any other warranties not expressly set out herein to the fullest extent permitted by law, including without limitation any express or implied warranties regarding non-infringement, merchantability and fitness for a particular purpose.

- 13.4** Where the law of any jurisdiction limits or prohibits the disclaimer of implied or other warranties as set out above, the above disclaimers shall not apply to the extent that the law of such jurisdiction applies to these General Terms.

### **14 Limitation of liability**

- 14.1** In no event shall ICU's aggregate liability to the Customer under these Terms exceed fifteen (15%) per cent of the amount paid by Customer for the SaaS Service during the previous twelve (12) months period.





**14.2** Any claim or cause of action arising out of or related to the Customer's use of the SaaS Service and the Application must be notified to ICU as soon as possible.

## **15 Indemnification**

To the fullest extent permitted by applicable law, Customer agrees to indemnify and hold ICU harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (i) Your breach of these Terms; (ii) any Customer Data; (iii) any activity in which You engage on or through the Application; and (iv) Your violation of any law or the rights of a third party.

## **16 Term and termination**

**16.1** The Terms enter into force on the Start Date and each Subscription Period shall automatically be renewed for another three (3) month period until terminated in accordance with the terms set out herein.

**16.2** Unless the parties agree otherwise, the Customer may terminate its subscription to the SaaS Service no later than thirty (30) days before the expiry of the current Subscription Period. Termination of a subscription shall be submitted in due time to **economy@icuscandinavia.com**. Terms as defined in 16.1 will apply until this Agreement is terminated.

**16.3** ICU may terminate the General Terms:

- a) if the Customer commits a significant breach of its obligations under the General Terms and does not remedy such breach within 30 days of a written notice that is addressed to the party in question and contains a reference to this clause; or
- b) if the Customer enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent.

**16.4** Further, ICU reserves the right to suspend Customer's access to the SaaS Service and terminate the General Terms if it has reason to believe that the Customer's use of the SaaS Service breaches any of the representations or warranties set out herein, or otherwise infringes another person's rights or violates any law, rule or regulation.

**16.5** Termination shall only be valid if made in writing.

**16.6** Upon termination of the General Terms, all use of the SaaS service shall cease and all Additional System Deliverables consisting of a Subscription where hardware products are included shall immediately be returned to ICU or its appointed representative distributing the associated hardware. Customer shall revert to ICU for additional instructions on how to return products.

## **17 Assignment**

**17.1** The Agreement may not be assigned without the approval of the other party.

**17.2** Notwithstanding the above, ICU may assign the right to accept payment under the General Terms without the approval of the Customer.



**18 Governing law, disputes**

**18.1** These General Terms shall be governed by Swedish law, without application of its conflict of laws principles.

**18.2** Any disputes arising out of the Agreement shall be settled in the general courts.



# APPENDIX A

## 1. DEFINITIONS

**1.1 Support** means the standard maintenance and/or support to be provided by ICU Scandinavia AB or its designated agents as set forth in this Agreement.

**1.2 Supported Platform** means a Computer or platform including cloud-based platforms that functions with the Software and components for use with the Software and or hardware products delivered by ICU Scandinavia AB. Changes to any of the foregoing that break compatibility or inhibit the functionality of the Software or hardware products, unless authorized by the Documentation, do not constitute a Supported Platform.

**1.3 LCSS** means “License and Customer Support Services” and is in effect a bundling of License, Customer Support fees and when explicitly defined extended hardware Warranty for delivered hardware products. LCSS is also referred to as Subscription in this Agreement.

**1.4 Term** means the that a Subscription is active and Subscription fees has been duly paid.

## 2. SUPPORT

**2.1 ICU Scandinavia AB Support.** Subject to the terms and conditions of this Agreement, ICU Scandinavia AB shall, during the Term, provide You with Support, provided that You have obtained such Software or hardware products from ICU Scandinavia AB.

**2.2 Provision Support.** During the Term, You may receive:

**2.2.1 Online Software Support.** Your Contact(s) may submit support and related requests via e-mail to ICU Scandinavia AB’ support e-mail address [boomerang@icuscandinavia.com](mailto:boomerang@icuscandinavia.com) or [coolguard@icuscandinavia.com](mailto:coolguard@icuscandinavia.com) 24 hours a day, 7 days a week, 365 days a year. Each request is given a unique identification number for Your convenience and reference. All online support submissions are managed using the Swedish or English language.

**2.2.2 Telephone Support.** Telephone support is generally available office hours 0900-1700, Monday to Friday. Telephone support is closed during national Swedish bank holidays.

**2.2.3 Releases.** Releases of the Software or when relevant firmware are made available from ICU Scandinavia AB at Your request or as deemed necessary by ICU Scandinavia AB:s support function.



### 3. LIMITATIONS OF SUPPORT

**3.1 Supported releases.** Except as otherwise agreed upon by ICU Scandinavia AB and You, Support is only provided for the current generally available Release of the Software or firmware. Support is also provided for the previous Release of the Software or firmware. ICU Scandinavia reserves the right to request compensation or refuse Support for Versions not deemed to be current or previous versions of Software or firmware.

**3.2 Access to Your Computer System.** Upon explicit request by You, You acknowledge that ICU Scandinavia AB may perform Support that may be conditioned upon access to Your Computer and/or Supported Platform. You understand and agree that the completeness and accuracy of the information You provide to ICU Scandinavia AB may affect ICU Scandinavia AB' ability to provide Support to You.

**3.3 Exclusions.** ICU Scandinavia AB will have no obligation to provide Support for problems caused by or arising out of the following:

**3.3.1** Modifications or changes to the Supported Platform or Software, except for any modification or change made by You as directed by ICU Scandinavia AB in the Documentation;

**3.3.2** Use of the Software that is not authorized in the EULA (U.S only) or the Documentation;

**3.3.3** External physical factors, such as inclement weather conditions, which affects the ability to provide Support and which may cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with Documentation; or causes other than ordinary use; and

**3.3.4** Third party products that are not authorized by ICU Scandinavia AB in the Documentation or, for any third-party products that are authorized by ICU Scandinavia AB in the Documentation, problems solely arising from such third-party products.

**3.4 Supported Releases.** ICU Scandinavia AB shall not be obligated to provide Software Support for any Release of the Software aside from the current and previous Release of the Software. Notwithstanding anything to the contrary herein, ICU Scandinavia AB may, at its discretion, decide to retire the Software from time to time ("End of Life"). ICU Scandinavia AB shall publicly post a notice of End of Life, including the last date of general commercial availability of the affected Software and the timeline for discontinuing the Software Support on its website. ICU Scandinavia AB shall have no obligation to provide Software Support for Software that is outside of the applicable service life.



## 4. YOUR OBLIGATIONS

**4.1** In addition to Your compliance with this Agreement, ICU Scandinavia AB' obligation to provide You with Support are subject to the following:

**4.1.1** You agreeing to receive communications from ICU Scandinavia AB via email, telephone, and other formats, including communications concerning Support, the extent of Your coverage, errors, technical issues, and availability of Releases.

**4.1.2** The delivery of the Company name as well as Your Contact's name, relevant contact information, and Your ICU Scandinavia AB identification number when You request Support.

**4.1.3** Your cooperation with ICU Scandinavia AB to enable ICU Scandinavia AB to provide You with the Support.

**4.1.4** The assumption of responsibility for performing all operations on the Supported Platform. ICU Scandinavia AB shall have no responsibility to perform operations on Your Computer or the Supported Platform or for operations performed on Your Computer or the Supported Platform. You are solely responsible for the use of the Software and shall properly train Your personnel in the use and application of the Software in accordance with the EULA (U.S only) and the Documentation.

**4.1.5** Your prompt notification to ICU Scandinavia AB of all problems with the Software and Your prompt implementation of any corrective procedures provided by ICU Scandinavia AB relating to the Software.

**4.1.6** Your protection, storage, and back-up of data and information stored on Your Computer or Supported Platform on which and with which Software is used. You are solely responsible for Your data and information, when Software is installed on-premise, and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements.

**4.2 Internal Use.** The Support purchased by You is intended for use by You and only for Your benefit.

**4.3 Designated Contact Requirements.** The parties agree that the Support is intended to be provided to technical personnel performing the daily administration of the Software on Your Computer. You shall identify at least one Contact for ICU Scandinavia AB' records, and at least one of Your Contacts must be an administrator who coordinates and controls access for other Contacts from the Company. ICU Scandinavia AB will provide Support to only Your Contact(s). You may not use a single Contact to act as a mere forwarding service for other personnel. Each Contact must be able to communicate in Swedish or English and possess the relevant technical knowledge necessary to assist ICU Scandinavia AB in performing the Support contemplated under this Agreement. You must promptly notify ICU Scandinavia AB of any change in Your Contacts in writing. You shall allow one calendar week for processing by ICU Scandinavia AB of any change in Contacts.



## **5. HARDWARE WARRANTY**

### **5.1 Hardware limited warranty**

ICU Scandinavia AB warrants to its end users that for a period of one year (unless extended warranty is included in the Subscription as part of LCSS) beginning on the hardware product shipment date, the ICU Scandinavia AB hardware product purchased by such end user will substantially conform to ICU Scandinavia AB published technical documentation as provided by ICU Scandinavia AB with the hardware product. This warranty is provided only to the original end user and is not transferrable. The warranty ceases upon transfer of the hardware product to a new owner. Except as otherwise proscribed by applicable law, in the event of a breach of this warranty, the sole and exclusive remedy, and ICU Scandinavia AB sole and exclusive liability, shall be for ICU Scandinavia AB to use its commercially reasonable efforts to repair or replace the hardware product that caused the breach of this warranty. If ICU Scandinavia AB cannot, or determines that it is not practical to, repair or replace the returned hardware product, then the sole and exclusive remedy and the limit of ICU Scandinavia AB obligation under this warranty shall be to refund the amount received by ICU Scandinavia AB for such hardware product.

### **5.2 Hardware extended warranty**

Hardware limited warranty can be extended with up to 5 years ("Extended Warranty Period") by entering into a LCSS agreement (i.e. a Subscription). Delivery objects subject to extended warranty will be clearly marked with a note or reference in the Order Confirmation. All clauses as defined in this chapter 5.2 will apply as for clause 5.1 Hardware limited warranty but for the Extended Warranty Period.

### **5.3 Warranty returns**

All hardware products must be returned to ICU Scandinavia AB in accordance with ICU Scandinavia AB's Return Material Authorization (RMA) procedure. Hardware products obtained from ICU Scandinavia AB that do not comply with the warranty and which are returned to ICU Scandinavia AB during the applicable warranty period will be repaired or replaced at ICU Scandinavia AB option, provided the reseller or end user bears the cost of freight, insurance, duties and import and export fees to the point of repair or return. If the returned hardware product is covered by an ICU Scandinavia AB warranty, ICU Scandinavia AB will bear the cost of freight, insurance, duties and import and export fees for return of goods to reseller (if any) or end user. If the hardware product is purchased from an ICU Scandinavia AB reseller, the reseller will handle and be responsible for the warranty return process for its end users. If the hardware product was purchased directly from ICU Scandinavia AB, the end user will be responsible for the warranty return process. The hardware product arrival date is subject to local transport conditions.

### **5.4 Warranty Exclusions and disclaimers**

The warranties described in this document do not extend to any hardware that is repaired, modified or altered by anyone other than ICU Scandinavia AB or an ICU Scandinavia AB authorized company, is not maintained to ICU Scandinavia AB maintenance recommendations, is operated in a manner other than that specified



by ICU Scandinavia AB, has its serial number removed or altered, or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside of the recommended environment).

EXCEPT AS EXPRESSLY SET FORTH ABOVE AND ANY OTHER WARRANTY REQUIRED BY APPLICABLE LAW, ALL HARDWARE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND ICU SCANDINAVIA AB AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. ICU SCANDINAVIA AB ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS.