

Service Terms - Connected Pave

1. Background

1.1 The following terms and conditions (the “**Terms**”) govern the relationship between you, (the “**Customer**” or “**you**”) and Volvo CE (“**Volvo CE**”, “**we**”, “**us**” or “**our**” and as further defined in Section 12), in relation to the ordering of, access to and use of the Connected Pave Application (the “**Service**”).

1.2 By accepting these Terms, you confirm that you have read the Terms and that you agree to be bound by them. If you do not agree with them, you are not allowed to access the Service. The Service will be provided if and to the extent you have placed an order for the Service in accordance with Section 3.

1.3 We reserve the right to amend these Terms at any time. Any new versions of the Terms will be published on the [legal site](#). Your continued use of the Service following the publishing of a new version of these Terms will mean that you accept and agree to the changes.

2. The Service

2.1 The Service shall be provided in accordance with these Terms. The Service may be provided by us or by a third party appointed to provide the Service on behalf of us.

2.2 Subject to these Terms, we hereby grant you a non-exclusive, non-transferrable and non-sub-licensable (however sublicensable to your affiliates) limited license to access and use the Service, for your own internal business purposes only. Your license is only valid in your country of establishment which may only be, and is limited to, any of the following countries: any country within the EU/EEA, Switzerland, Iceland, Liechtenstein, Norway and the United Kingdom. Your use of and access to the Service shall at all times be in compliance with these Terms.

2.3 We may make changes to the provision of the Service where necessary to conform to any applicable safety, statutory or regulatory requirement or added functionality, or where such changes do not materially affect the quality or performance of the Service. We will notify you before making changes that we consider material.

2.4 You are responsible for ensuring that you have, and can maintain at your own cost, all telecommunications services, computers, and other equipment, hardware, or services necessary to enable you to access and make use of the Service. You must comply with all applicable legal requirements, rules and regulations that apply to the communication means by which you obtain access to the Service.

2.5 Except as expressly stated in these Terms, the Service is provided on an “as is” basis without any warranties of any kind. We expressly disclaim any and all warranties, whether express or implied, including implied warranties of merchantability, title, fitness for particular purpose, and non-infringement.

3. Orders, accounts and Users

3.1 Upon your order of the Service and acceptance of these Terms, we will provide you with the required information in order for you to set up and access the Service, including registration of necessary service specific user accounts. You may assign such user accounts and give access to the Service to your employees, and other individuals working on your or your affiliate’s behalf (the “**User(s)**”).

4. Use of the Service

4.1 You represent and agree that you are fully responsible for any and all activities of your Users and shall ensure that you and your Users comply with these Terms. We will not assume any responsibility or liability for any violations by any User.

4.2 When offering access to the Service to Users, you must make sure that Users comply with our Acceptable Use Policy, which shall be provided to Users before they access the Service. For the avoidance of doubt, a breach of the Acceptable Use Policy is considered a breach of these Terms. The Acceptable Use Policy is incorporated into these Terms by reference and attached hereto as Appendix 1.

4.3 You agree to immediately notify us of any unauthorized use of the Service of which you become aware, as well as any known or suspected breach of security regarding the Service. You shall further use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by you.

4.4 You shall not, nor permit anyone (including Users) to:

- (a) copy, republish, assign, sell, resell, bargain, convey, license, sublicense, convey, transfer, pledge, rent, lease or grant any further right to use the Service or any part thereof, to any third party;
- (b) make available the Service or any part thereof to any person other than Users;
- (c) modify or create derivative works based on the Service;
- (d) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Service (or the software);
- (e) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, object code or underlying structure,

ideas, know-how or algorithms in the Service (or the software);

- (f) access the Service in order to build a similar and competitive product;
- (g) upload, post, reproduce or distribute any information, software or other material protected by Intellectual Property Right (as defined below) or privacy right, without first obtaining the permission of the owner of such rights;
- (h) use the Service to store, transmit, use, access or manage infringing, libelous or otherwise unlawful or tortious material; or
- (i) use the Service in violation of any laws or for any unlawful or abusive purposes.

We may withhold or limit your or any Users' use of the Service if we reasonably believe that you or your Users are in breach of our Acceptable Use Policy or this Section 4.4.

4.5 When using the Service, you are responsible for maintaining the confidentiality of all assigned user accounts. You undertake to, at all times, ensure that all user credentials (such as username and password) are kept confidential and secure in a manner that no unauthorized third parties may access the user credentials or the user accounts.

5. Customer Data

5.1 When using the Service, you and your Users will provide and/or generate certain data. Such data may include technical information about your interactions with the Service, information relating to the conditions and performance of associated operating machines and devices, and information relating to your operational productivity (the "**Customer Data**").

5.2 You acknowledge that we may gather, access, share and otherwise use such Customer Data at our sole discretion for our own internal purposes and other reasonable business purposes, including using Customer Data for improving the Service as well as developing any other Volvo CE services or products.

5.3 Notwithstanding Section 5.2, we will treat Customer Data with appropriate confidentiality and not display nor disclose Customer Data to unaffiliated third parties in any format directly identifying you or your Users.

6. Data privacy

6.1 Volvo CE may process Personal Data when providing the Service. For more information about our processing of Personal Data, please see the Privacy Notice available [here](#).

7. Availability

7.1 We will make our best efforts to make and maintain the Service available to you without interruptions. However, we do not guarantee uninterrupted availability of the Service. We expect planned downtime to be infrequent but will endeavor to provide you with advanced notice if we think it may cause you commercially critical and material inconveniences.

7.2 Your use of and access to the Service may be affected by local barriers (e.g., bridges, buildings etc.), atmospheric or topographic conditions, technical limitations (e.g., used hardware devices) and legal restrictions. You acknowledge and agree that we will bear no responsibility for any errors, disruptions or restricted access to the Service caused by any of the aforementioned factors.

8. Intellectual Property Rights

8.1 No transfer. We and our licensors retain all right, title and interest, including all intellectual property rights, in and to the Service, wherein "**Intellectual Property Rights**" shall mean rights in patents, inventions, design rights, copyrights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, and all other intellectual property rights, in all cases whether or not registered or registerable. Nothing herein shall give you any right to any Intellectual Property Rights in or relating to the Service, except the explicit rights given herein.

8.2 Warranty. You represent and warrant that any information, content or other materials, including that of third parties, that you upload, submit or otherwise make available to us in the course of your use of the Service (i) do not infringe any third party's Intellectual Property Rights, (ii) is fit and sufficient for the intended purpose, and (iii) meets, if any, applicable legal and other regulatory requirements.

8.3 Third-Party Claim. You shall notify Volvo CE in writing without undue delay of any third-party allegation, claim, threat or court action claiming that the use of the Service or Customer Data constitutes an infringement of Intellectual Property Rights owned by such third party ("**Third-Party Claim**"). Volvo CE shall notify you upon receipt of a Third-Party Claim, to the extent such Third-Party Claim has been verified, in Volvo CE's sole discretion, as valid and not unfounded.

8.4 Indemnification. Each party shall indemnify and hold harmless the other party against all liabilities arising from any Third-Party Claim, provided such Third-Party Claim is not a result of the indemnified party's use of the indemnifying party's Intellectual Property Rights in a manner which is not permitted under these Terms, or otherwise unlawful under applicable law. The indemnifying party shall have the

right to assume charge and direction of the defense and/or settlement of any Third-Party Claim.

9. Fees and payment

9.1 We will charge you for the Service in accordance with the applicable fee(s) (the “**Service Fee(s)**”). The Service Fee is the fee displayed in the order confirmation of the Service, subject to the order process described in Section 3. The Service Fee shall be based on your number of connected units, in accordance with the pricelist provided during your order process. We may from time to time change the price for the Service by updating the pricelist and notify you thereof, in which case the new prices shall take effect thirty (30) days upon such notification.

9.2 The Service Fee(s) are invoiced in advance on a monthly basis (or any other recurring interval that is set forth in the Terms) prior to the start of each new calendar month. The payment term is thirty (30) days.

9.3 Any changes to the Service Fee(s) will be communicated to you in advance with sixty (60) days prior notice. By continuing to use the Service after the Service Fee change takes effect, you will have accepted the new Service Fee(s).

9.4 All prices are exclusive of, and you are responsible for, all fees and taxes, including custom duties, importation fees, sales, use, withholding, and like taxes assessed or incurred in connection with the performance of these Terms.

9.5 All payments shall be in full and without any setoffs, restrictions, or conditions and without any deduction for or on account of any counterclaim.

9.6 If any payable amount, in relation to the Service, is not paid when due, then, that amount will bear interest from the due date until payment is made in full in accordance with the Swedish Interest Act (1975:635).

10. Termination

10.1 These Terms shall remain in full force and effect for an indefinite term from the time of your acceptance of these Terms. A party may terminate these Terms by giving to the other party no less than thirty (30) days written notice to that effect. You will not be entitled to any refund of pre-paid Service Fee(s).

10.2 We may terminate these Terms with immediate effect if you are in material breach of the Terms or enter into insolvency, bankruptcy, any arrangement with your creditors or any other arrangement or situation which has a like effect, or where for any other legal, commercial, or technical reason the

continued provision of the Service would have an adversely negative effect on us.

10.3 Failure by you to pay any sum due under these Terms is a fundamental breach which entitles us to terminate the Terms with immediate effect.

11. Limitation of liability

11.1 You shall indemnify, defend, and hold harmless Volvo CE including our affiliates, against all damages, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claims arising from your breach of these Terms, violation of applicable law, negligence, or willful misconduct.

11.2 Our liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with these Terms shall be limited to an amount equal to the total price paid by you under these Terms during the immediately preceding calendar year. If the Service under such Terms have not been provided during the preceding calendar year (wholly or partially), the amount shall be equal to the total amount paid by you for the Service provided.

11.3 Notwithstanding anything to the contrary, a party shall in no event be liable for any loss of profits or revenue, loss of business or loss or inaccuracy of data or for any indirect, incidental, special, exemplary, punitive, or consequential damages incurred by the other party.

12. Contracting entity and governing law

12.1 You are contracting with Volvo Construction Equipment AB, with company registration number 556021-9338 and address at 631 85 Eskilstuna, Sweden.

12.2 The Terms (including Section 16.1) shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

13. Export

You shall comply with all domestic and international export laws and regulations, as applicable to your access and use of the Service according to Section 2.2, that may apply to the Service, which include restrictions on destinations, end users, and end use of such.

14. Survival

The following sections shall survive any termination or expiration of these Terms: Section 5 (*Customer Data*), Section 8 (*Intellectual Property Rights*), Section 11 (*Limitation of liability*), Section 12 (*Contracting entity and governing law*), Section 14 (*Survival*), Section 15 (*Miscellaneous*) and Section 16 (*Dispute resolution*).

15. Miscellaneous

15.1 Severance. If any provision of these Terms is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.

15.2 Force majeure. If and to the extent that either party's performance of its obligations under these Terms is impeded or made unreasonably onerous by circumstances beyond its reasonable control, including, but not limited to, general labor disputes, war, fire, lightning, flood, pandemics, epidemics, quarantine, virus outbreaks, acts of terrorism, amendments to regulations issued by governmental authorities, intervention by governmental authorities, such party shall be released from liability in damages for delay in performing or failure to perform such obligations. The party wishing to claim relief by reason of any such circumstance as referred to in this Section 15.2, shall without undue delay notify the other party in writing. If such notice is not provided without undue delay the right to rely on such circumstance is lost. If performance is materially prevented for more than one (1) month as a result of any of such circumstances, the party not affected by force majeure shall be entitled to immediately terminate the Terms by notice in writing.

15.3 Waiver. The failure of either party to enforce at any time for any period of any one or more terms shall not be a waiver of such term(s) or of the right of such party at any time subsequently to enforcement.

15.4 Transfer and assignments. You may not assign or delegate in whole or in part its rights and obligations under these Terms without our prior written consent. We shall have the right to transfer our rights or obligations herein to any Volvo Group company.

15.5 Entire agreement. These Terms constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor on-boarding process or web portal, or any other order documentation will be incorporated into or form any part of these Terms, and all such terms or conditions will be null and void.

15.6 Publicity. A party shall not be entitled to use the other party's company name, trademark or logo as a reference for marketing or promotional purposes in public or private communication with existing or potential customers, without such party's prior written approval.

16. Dispute Resolution

16.1 Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the breach, termination, or invalidity thereof, or any non-contractual obligations arising out of or in connection with these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account 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 institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be Swedish (unless otherwise agreed by the disputing parties).

16.2 All arbitral proceedings conducted pursuant to Section 16.1, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third-party without the prior written consent of the party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing parties.

Appendix 1 – Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive.

Permitted use of the Service

The Service may only be used for lawful purposes. You agree to comply with all applicable laws, rules, and regulations, including this Policy, in connection with your use of the Service.

Activities that you are prohibited from engaging in when using the Service

You are prohibited from using, or in any way facilitating or supporting others to use the Service:

- for any unlawful, fraudulent, infringing, or offensive use.
- for any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including engaging in a behavior that appears threatening, stalking, defaming, defrauding, degrading, victimizing, or intimidating for anyone for any reason.
- to store, distribute or otherwise making available Customer Data (i) that infringes or misappropriates the Intellectual Property Rights of others, or (ii) that is defamatory, obscene, abusive, invasive of privacy or otherwise objectionable. Remember that this also applies to any feedback that you give us as part of your use of the Service.
- to violate, or attempt to violate, the security or integrity of the Service or any other network, electronic service, computer, application or other technical equipment and software. For example, by transmitting damageable code or viruses as well as using any automated process or service to access or use the Service such as a BOT, a spider or periodic caching of information stored by us.
- for purposes of distributing any form of “spam”, including but not limited to, unsolicited mass email, instant messages, or any other form of electronic messaging on a bulk basis to recipients with which you have no pre-existing relationship.
- to gain access to the Service in any fraudulent or unauthorized way, including bypassing or circumventing the Service protocols and access controls as well as accessing or authorizing anyone to access the Service from an embargoed country.
- for attempting to reverse engineer, decompile or otherwise derive or attempt to discover source code, object code, trade secrets, know-how or algorithms of the Service as well as any portion thereof.

- to remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the Service, including providing or creating links to external sites that violate this Policy or other legal agreements we provide.
- to scrape, replicate or copy the Service for the purpose of creating a similar apps or other digital service.
- to copy, frame, mirror or utilize any framing techniques to alter, remove or enclose any part or content of the Service, including any trademarks or service marks contained therein.
- to submit any sensitive personal data that could positively identify another person to the Service.

Additionally

- We are not responsible for the content of any user-created posting, listing or message. The decision to view content or engage with others is yours. We advise you to use your judgment.
- You are responsible for protecting your computer against interference, spyware or viruses that may be encountered when using the Service. We always recommend that you install a virus protection program on your computer and keep it up to date.
- Information you provide or upload to the Service may be stored outside of the country in which you reside.
- Nothing in this Policy is intended to grant any rights in or to the Service. Failure to enforce this Policy in every instance does not amount to a waiver of our rights.

Our monitoring and enforcement

If requested, you must provide us with proof of compliance with this Policy. We reserve the right, in our sole discretion and judgment, to take any action we deem necessary if you violate the letter or spirit of this Policy. If you violate this Policy or authorize or help others to do so, we may immediately terminate or suspend your access to the Service and we may or may not provide notice before taking action. We may also remove, disable access to, or modify any content or resource that violates this Policy or any other agreement governing the use of the Service.

We may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this Policy.

Contacting us

If you have any questions or wish to report any violations of this Policy, please contact us via the information available at the [Marketplace](#). When reporting by email, please include the words ‘Acceptable Use Policy Violation’ in the subject.