

TERMS OF SERVICE FOR BINOCULAR

The following terms govern all use of services provided by Binocular AB (“Binocular”), including, but not limited to, connectivity, data storage, visualization and virtual node services, and any Binocular website (the “Services”). By using the Services and website you accept, without modification, these terms of service.

1 YOUR ACCOUNT

You are responsible for maintaining the security of your account and are fully responsible for all activities that are made using the account. You must immediately notify Binocular of any unauthorised use of your account.

2 THE SERVICES

To get access to the Services you will have to enter into an agreement for delivery of Services with Binocular. These terms of service will apply to all such agreement for delivery of Services.

3 USER DATA

Binocular does not review, test or verify data provided by you, or other users, when using the Services. You warrant that the data provided by you does not contain personal data regarding any individual person and that the Personal Data Act (personuppgiftslagen (1998:204)) will not be applicable when processing data provided by you. You are entirely responsible for the content of, and any harm (including, but not limited to, damages according to the Swedish Personal Data Act) resulting from, data provided by you when using the Services.

4 PRICES AND PAYMENT

The monthly prices for the Services are set forth in the Binocular price list valid from time to time and are exclusive of VAT and any other taxes or levies. Payment for the Services is made yearly in advance.

In the event you at any time should fail to make payment in full on the due date, Binocular shall be entitled to claim interest on the sum overdue until full payment is made at an interest rate that is 8 percent above the reference rate set by the Swedish Riksbank.

5 INTELLECTUAL PROPERTY

These terms of service do not transfer from Binocular to you any Binocular or third party intellectual property, and all right, title and interest in and to such property will remain solely with Binocular or such third party. Your use of the Services does not grant you any right or license to reproduce or otherwise use any Binocular or third-party trademark.

6 DISCLAIMER OF WARRANTIES

The Services are provided to you on an “as is” and “as available” basis and there is no service level agreement and no undertaking of service availability.

Binocular hereby disclaims all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement for the Services. Binocular does not make any warranty that the Services will be error free or that access thereto will be continued or uninterrupted. Binocular does furthermore not have any responsibility for the availability of the internet and other telecommunication services necessary to access the Services.

7 LIMITATION OF LIABILITY

The fact that the Services are delivered on an “as is” and “as available” basis means that Binocular is not responsible for any damages that may arise in connection with or resulting from the use of the Services.

In no event will Binocular be liable with respect to any subject matter of these terms of service under any contract, negligence, strict liability or otherwise for (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute services; (iii) interruption of use or loss or corruption of data; or (iv) any amounts that exceed the fees paid by to Binocular under these terms of service during the twelve (12) month period prior to the cause of action.

8 TERM AND TERMINATION

The agreement for delivery of Services, to which these terms of service apply, shall enter into force on the date agreed upon between you and Binocular and shall remain in force for one (1) year thereafter. Unless either party gives written notice of termination at least three (3) months prior to the expiry of the initial term, the agreement will be automatically renewed for successive terms of one (1) year until terminated by either party giving written notice to the other party no less than three (3) months prior to the expiration of any such renewal period.

A party may terminate the agreement for delivery of Services, to which these terms of service apply, with immediate effect by giving notice in writing if (i) the other party should fail to fulfil any of its material obligations under this Agreement and such failure should not be remedied within thirty (30) days from having received a request for such remedial action from the first party; or (ii) if the other party should become insolvent or start negotiations about composition with its creditors or a petition in bankruptcy should be filed by or against it or it makes an assignment for the benefit of its creditors.

9 FORCE MAJEURE

Should a party's obligations according to an agreement for delivery of Services, to which these terms of service apply, be prevented, seriously aggravated or unreasonably encumbered due to circumstances beyond the party's control, the following shall apply: In such case, the party affected by such an occurrence shall, without delay, notify the other party in writing thereof and provide a detailed description of the occurrence. If such notification has been made, this shall constitute grounds for relief, which entails the postponement of the date for the party's performance and relief from sanctions.

10 AMENDMENTS

These terms of service may be amended at any time by Binocular. Your continued use of the Services following the posting of any changes to these terms of service constitutes acceptance to such changes.

11 GOVERNING LAW AND DISPUTES

These terms of service and any agreement for delivery of Services to which these terms of service apply shall be governed by and construed in accordance with the laws of Sweden.