

1. Introduction

These general terms and conditions (the “**Terms**”) govern (i) Proplab AB’s, company registration number 559488-5567 (“**Proplab**”), provision of the AI Service and any Development Services (the “**Service**”), and (ii) the Customer’s use of the Service. By using the Service, the Customer agrees to the Terms.

2. Definitions

Capitalised terms not otherwise defined in the body of these Terms shall have the meanings set out below:

Data: All data transferred by the Customer to or from the Service in connection with the Customer’s use of the Service for the purpose of being processed by or within the Service.

Generated Material: Images, videos or other media generated by the Service for the Customer based on the Customer’s Data in accordance with the functionality available in the Service at any given time, including but not limited to AI-generated suggestions and analyses.

Customer: The legal or natural person to whom Proplab provides the Service.

Development Services: The Customer-specific additional services provided by Proplab on behalf of the Customer.

3. Notifications

Proplab communicates information about the Service via the email address provided by the Customer for its account. Information may include service disruptions, updates, changes to the Terms, support information and other relevant information.

Upon notification of any changes to the Terms, the Customer shall be deemed to have accepted the amended Terms if the Customer continues to use the Service after such notification has been sent.

4. Account and permitted use

The Service is provided to the Customer by the Customer registering for an account on the Service. Through such registration, the Customer is granted access to the Service and the right to use the Service and the Generated Material solely for its business purposes. The Customer places call-offs in the Service through its account, and the price for call-offs placed via the Service is set out in clause 9 below.

Proplab shall not be responsible for the functionality or availability of third-party products used in conjunction with the Service. Any problems arising from the use of such third-party products, including but not limited to integration errors or loss of data, are beyond Proplab’s control. The Customer is responsible for ensuring that third-party products used in conjunction with the Service are compatible and comply with the requirements and terms applicable to such third-party products.

The Customer may not transfer its account in the Service to a third party without Proplab’s written consent, whether by way of merger, demerger, bankruptcy, change of ownership or otherwise.

5. The Customer is responsible for ensuring that the Customer and, if applicable, any individuals within the Customer’s organization (e.g. employees or consultants) who have access to the Services use them in accordance with the Terms and in accordance with any instructions referred to by Proplab. **Delivery**

The Service is made available to the internet.

Proplab does not warrant the provision of future versions or functionalities beyond those included in the existing Service.

Proplab shall have the right to engage subcontractors and other sub-consultants to fulfil Proplab’s obligations under the Terms. Proplab is responsible for the fulfilment of obligations performed by subcontractors as if they had been performed by Proplab itself.

6. Changes

Proplab reserves the right to update or modify the Service to improve quality or security, including adding, changing or removing features. If a change substantially prevents the Customer from using the Service, the Customer is entitled to a pro-rata refund for prepaid fees that will not be utilised.

7. Development Services

The Customer and Proplab may agree on Development Services at an hourly consultancy rate. The Customer shall provide the necessary information and materials to enable Proplab to deliver these Development Services. Delivery shall take place when the Development Services are made available to the internet.

8. Security and privacy

Proplab is committed to providing secure and reliable Services and shall take reasonable administrative, physical and technical security measures that are standard in the industry in which Proplab operates to protect the Customer’s Data. If the use of the Service involves the processing of personal data, this shall be carried out in accordance with Proplab’s [privacy policy](#) in force at any given time, which the Customer accepts by using the Service. Customer undertakes to use the Services only for the purposes and in the manner expressly permitted by the Terms, for the sole purposes for which it was designed and in accordance with all applicable national and international legislations and in a responsible manner.

The Customer is responsible for complying with applicable data protection legislation and taking the necessary measures to protect its login details and other sensitive information. The Customer shall not upload images, videos or other media containing personal data for use in the Service. If the Customer becomes aware of unauthorised access to the Service, the Customer must immediately notify Proplab.

9. Price

The price for the Service is determined in accordance with Proplab’s price list in force from time to time or as otherwise agreed with the Customer. The price for each call-off is specified in the Service. Invoicing is normally carried out in arrears, unless otherwise specifically agreed. The payment term is 30 days net from the invoice date. In the event of late payment, Proplab is entitled to charge interest on arrears at the Swedish Central Bank’s (*Sw: Riksbanken*) reference rate plus eight percentage points. Instead of what is stated above, if the Customer is a Danish legal entity, in the event of late payment, Proplab is entitled to charge interest on any overdue amount from due date in accordance with the Danish Act on Interest on Late Payments (*Da: renteloven*). Instead of what is stated above, if the Customer is a Norwegian legal entity, in the event of late payment, Proplab is entitled to charge interest on any overdue amount pursuant to Act no. 100 of 17

December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act).

The Customer may be granted access to a so-called guest account. For the guest account, the Customer has time-limited access to the Service for the period specified at registration and may use the Service free of charge for a specified number of call-offs. Generated Material generated for a guest account is watermarked and may be of lower quality than that provided through a standard account. These Terms apply to such a guest account. Once the guest account has expired, the Customer may register for a standard account. Once the guest account has expired, Proplab is entitled to remove access to the guest account and delete Generated Material generated via the guest account. The Customer must not remove watermarks or make other alterations to Generated Material, such as improving the quality.

10. Term of Agreement and Termination

These Terms apply to call-offs placed by the Customer via the Service.

Proplab undertakes to store Data, including but not limited to Generated Material, to which the Customer has access via the Customer's account in accordance with the provisions of these Terms. In the event that the Customer does not make any call-offs via the account for a period of twelve consecutive months, Proplab is entitled to delete Generated Material. In the event that the Customer terminates its account, Proplab is entitled to delete all Data, including but not limited to Generated Material. In the event that the Customer wishes to export its Data, the Customer must request any export of its Data. If Proplab provides assistance with the export of Data, such assistance shall be charged on an ongoing basis in accordance with Proplab's price list in force from time to time. The Customer is solely responsible for ensuring that all Data is saved.

Proplab is entitled to suspend, temporarily or permanently, the Customer's access to the Service with immediate effect if the Customer breaches the Terms, is in default of payment, becomes insolvent or commences company reorganisation, and security is not provided for future payments upon Proplab's request. In the event that Proplab permanently suspends the Customer's access to the Service, Proplab has the right to delete the Customer's Data, including but not limited to Generated Material.

11. Support

By using the Service, the Customer has access to the latest versions and administrative support for operational issues. The Customer may contact Proplab via info@proplab.ai, and a response is normally provided on the next working day.

All support provided by Proplab shall be proportionate to the price of the Service.

12. Intellectual property

All intellectual property, including but not limited to copyright, trademarks, patents, design rights and know-how, used or provided in connection with the Service belongs to Proplab or its suppliers. No intellectual property rights are transferred to the Customer beyond the expressly licensed right to use the Service.

Generated Material shall be regarded solely as visual suggestions. Proplab disclaims any liability for any consequences or decisions the Customer bases on such

Generated Material. To the extent any intellectual property rights do arise in Generated Material (excluding, for the avoidance of doubt, the Customer's Data, to which the Customer retains all rights), such intellectual property rights shall vest and remain the exclusive property of Proplab.

The Customer hereby grants Proplab a non-exclusive, royalty-free, worldwide licence to use the Customer's Data provide the Service in accordance with these Terms, to train, develop and improve AI models within the Service and to otherwise improve the Service.

The Customer warrants that the Customer holds all necessary intellectual property rights, including but not limited to permissions and/or licences, to all Data, including but not limited to copyright, photographic rights and related rights to photographs and images, which the Customer uploads to the Service. The Customer also warrants that the Service may be used on all Data, including but not limited to modifying, editing, altering, cropping, adding elements and retouching such Data within the Service. The Customer shall indemnify Proplab against all claims, costs, damages and losses (including reasonable legal fees) that may arise as a result of the Customer lacking such rights or the Customer's Data infringing any rights of third parties. If a third party makes a claim against Proplab in relation to the Customer's Data, the Customer shall ensure that Proplab obtains the right to use such Data to the extent necessary for Proplab to fulfil its obligations under the Terms.

The Customer must not use Proplab's intellectual property or Generated Material in any way that contravenes applicable legislation or that could damage Proplab's brand, reputation or goodwill.

13. Confidentiality

Each party undertakes not to disclose, without the other party's written consent, any information regarding the other party's business that may be regarded as a trade or professional secret, or that is subject to confidentiality under law ("**Confidential Information**"). Confidential Information does not include aggregated, anonymised or statistical data generated by the Service, provided that such data does not identify the Customer or contain Customer-specific Data or Generated Material. Nor does Confidential Information include information that is generally known or becomes so without breach of the Terms, or information that a party can demonstrate has been developed independently without knowledge of the Confidential Information.

A party is responsible for ensuring that its employees, consultants and partners comply with these provisions and shall, through confidentiality agreements or other appropriate measures, ensure that confidentiality is maintained in accordance with the Terms.

The confidentiality undertaking shall remain in force for the duration of the agreement and for five years after the Customer's use of the Service has ceased.

14. Warranty and Limitation of Liability

Proplab warrants that the Service will, in all material respects, function as described and will rectify any material defects affecting its functionality. Minor defects that do not materially affect usage will be rectified in future updates. Proplab does not warrant that the Service will always meet all specific needs or be free from interruptions.

Proplab is liable only for direct damages up to a total amount equivalent to one Swedish statutory price base amount (*Sw: prisbasbelopp*). Instead of what is stated above, if the Customer is a Norwegian legal entity, Proplab is liable only for direct damages up to a total amount equivalent to 0,5 times the basic amount under the Norwegian National Insurance Scheme (6G)". Indirect damages, such as consequential damages, loss of Data, loss of goodwill, lost business opportunities, claims from third parties or loss of profit, are not compensated. The limitations of liability set out in this clause 14 shall not apply to damages caused by Proplab's gross negligence or wilful misconduct.

Instead of what is stated above, if the Customer is a Danish legal entity, Proplab is liable only for direct damages up to a total aggregate amount (in the aggregate and across all claims) corresponding to six months' average fees paid by the Customer for all call-offs and Development Services during the six months preceding the date of the event giving rise to the liability. Indirect damages, such as consequential damages, loss of Data, loss of goodwill, lost business opportunities, claims from third parties or loss of profit, are not compensated. The limitations of liability set out in this clause 14 shall not apply to (i) damages caused by Proplab's gross negligence or wilful misconduct, or (ii) any breach of applicable data protection legislation or infringement of third-party intellectual property rights for which Proplab is liable under these Terms.

The Service is solely a visualisation tool based on the Customer's own data, and Proplab is not liable for the visualisation being feasible or technically possible in light of, for example, construction considerations, technical limitations or other factors. Generated Material shall never be regarded as advisory.

In the event that the Customer uses Proplab's template relating to third-party rights, this is done at the Customer's own risk and shall never be regarded as advice.

Proplab is responsible for Data stored, managed or processed in the Service in accordance with the Terms. The Customer is responsible for backing up and protecting Data, and for ensuring that its use complies with applicable law and security requirements. Proplab takes reasonable measures to protect Data in accordance with clause 8 above, but does not warrant that Data is protected against accidental loss, unauthorised access or corruption.

In the event of force majeure, such as natural disasters or changes in the law, Proplab shall not be liable for any interruptions or delays.

The Customer must notify Proplab of any faults or defects in the Service within 30 days of the fault or defect being discovered or ought to have been discovered. If the Customer does not make a complaint within this period, the Customer shall lose the right to invoke the fault or defect. Upon acceptance of a complaint, Proplab will, at its discretion, either rectify the fault or provide a replacement Service within a reasonable time. Proplab shall not be liable for faults reported after the complaint period has expired.

15. Disputes

These Terms shall be governed by and construed in accordance with the substantive laws of Sweden, without regard to its conflict of laws principles. All disputes, controversies or claims arising out of or in connection with the Customer's use of the Service and/or these Terms shall

be settled by Helsingborg District Court as the court of first instance.

Instead of what is stated above, if the Customer is a Danish legal entity, the Agreement shall in all cases be governed by and construed with the laws of Denmark and all controversies or claims arising out of or in connection with the Customer's use of the Service and/or these Terms shall be settled by Copenhagen District Court (Da: Københavns Byret) as the court of first instance.

Instead of what is stated above, if the Customer is a Norwegian legal entity, the Agreement shall in all cases be governed by and construed with the laws of Norway and all controversies or claims arising out of or in connection with the Customer's use of the Service and/or these Terms shall be settled by Oslo District Court (No: Oslo tingrett) as the court of first instance.