

Element Metech AB

Metech Instrument Organizer (MIO™) – Terms of Service

1 Metech Instrument Organizer (MIO™)

Metech Instrument Organizer (MIO™) is an Internet service provided by **Element Metech** for management of instruments and tools that needs to be calibrated. MIO™ is designed to fulfill the requirements on calibration and management of measuring instruments in ISO 9001:2015 and ISO/IEC 17025:2017. MIO™ offers an Application Program Interface (API) service to enable connections to ERP systems and other production systems or databases.

These **Terms of Service** set out the terms on which you may make use of MIO™. Please read these Terms of Service carefully before you start to use MIO™ as they will apply to your use of MIO™. By using MIO™ you confirm that you accept these Terms of Service and you agree to comply with them. If you do not agree to these Terms of Service you must not use MIO™. MIO™ is owned and operated by **Element Metech AB** (corporate registration number 556080-0210), a company duly incorporated and organized under the laws of Sweden, having its registered office at Box 1340, 581 13 Linköping, Sweden. References in these Terms of Service to “we” or “us” are to **Element Metech AB**.

2 User Environment

You need a compatible computer, or mobile device, with Internet access to access MIO™. You are responsible for the security of your computer or mobile device which should include adequate virus protection software.

Customer access to MIO™ is via web site at <https://elementmetech.com/mio/> to the MIO™ web service <https://secure.elementmetech.com/MIO3>.

MIO™ support the following web browsers:

- Microsoft Edge
- Google Chrome
- Apple Safari
- Firefox
- Opera

You are responsible to keep the web browser(s) up to date.

The following system requirements are needed to ensure that the service works properly, and the reports can be read correctly without distortion and to validate the signatures.

- JavaScript must be enabled.
- Adobe Acrobat Reader, or other compatible PDF reader, for reading PDF reports.
- Microsoft Excel for reading Excel exports.

You are responsible to use a fully supported version of the PDF reader and Microsoft Excel.

Element Metech cannot guarantee that the service works in other browsers or PDF readers. Local Information Technology (IT) policies and local settings can affect the application and how a report is displayed and managed.

3 User Account

To be able to use the MIO™ service, you will need a username and password. The username and password can be obtained from **Element Metech**. No shared or common accounts used by more than one user are allowed, you may not share your account or login details with anyone else.

To be able to query the Application Program Interface (API) service, you will need a username and password to receive your authentication token. The username and password can be obtained from **Element Metech**.

You are responsible for maintaining the confidentiality and security of your Registration Information and for any and all activity that occurs under your account. You agree to notify **Element Metech**, without delay, any unauthorized use or breach of your account. **Element Metech** is entitled to consider any use of the service, with your log in credentials, as an authorized use by you, regardless of whether such use incur costs, unless and until you notify us, in writing, about suspected unauthorized use and ensure that the user credentials are blocked or altered. We have the right to suspend your user account (without reimbursing you) if your account shows signs of activity in breach with these Terms of Service.

4 Data, Information and Privacy

You shall ensure that the sharing of personal data to **Element Metech** is fair and lawful, including that appropriate notices are provided to and any necessary consents obtained from any user authorized to use the MIO™ service. **Element Metech** wishes to inform you that in relation to the MIO™ service, it uses personal data as follows:

- **Element Metech** collects, uses, processes and stores information about you and your use of the Services in order to provide the Services to you and to comply with our legal, regulatory, compliance, certification and accreditation requirements.
- **Element Metech** may use information collected by the MIO™ service, including technical or diagnostic information, your suggestions or feedback, to maintain, improve and enhance the Services and we may send you further information about our products and services, unless you tell us that you prefer not to receive these messages. This use is for our legitimate purposes and we believe this does not have an adverse affect on your privacy and is what you might expect. You may opt out of receiving marketing material at any time by letting us know or by contacting us at marketing@element.com.
- Your information may be shared with our service providers and agents in order to provide you with the Services. Your personal information may be shared internationally or with organizations based in countries outside of the EEA, where data protection laws and regulations may be different from where you are based. If so, we take steps to provide adequate safeguards to protect your personal data.
- We keep your information for the length of time when you engage with us to provide the Services and we may need to keep this for longer to comply with our contractual, legal and regulatory requirements. We will take reasonable steps to destroy personal information we hold if it is no longer needed for these reasons.
- You are responsible for checking that your personal data is accurate and up to date and you can correct your details at any time. You can also ask us to access it, delete it, restrict how we use it, object to the way we are using it or, if appropriate, to transfer certain information to another provider by emailing privacy@element.com.

You may find out further information about our use of your personal information and your rights via our privacy notice available at: <https://elementmetech.com/legal>. For further information or to query how we use your personal information, please contact privacy@element.com. If your query is not resolved to your satisfaction, you may raise a complaint with a supervisory authority, for example, the Information Commissioner's Office in the UK via www.ico.org.uk.

5 Your responsibilities as a MIO™ user

You are responsible for the content within the MIO™ service, such as; files, documents, and any other material ("Content") used in connection with your account. **Element Metech** will not be liable to you or any others for any loss or damages due to your use of the MIO™ service. You agree to indemnify, defend and hold harmless **Element Metech** from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your violation of this Section 5.

- You agree not to upload, post, email, store, transmit, or otherwise make available any Content that is unlawful, harmful (including viruses, trojans, worms or other malicious software or code), threatening, or otherwise deemed objectionable by **Element Metech** or its affiliates.
- You agree not to upload, post, email, store, transmit, or otherwise make available any Content that violates copyright, trademark or other laws protecting intellectual property, or that violates an individual's publicity or privacy rights.

- You agree not to upload, download, transmit, store, or otherwise make available any code or material that harms or interferes with any device, software, network or service.
- You agree not to violate any laws or regulations in your state or country (including but not limited to laws governing intellectual property rights, online conduct or online content).
- You agree that you have all the rights, licenses, and permissions from third parties to use, reproduce, publish, and display Content belonging to others.

Element Metech has no control over, and is not responsible for, the privacy of any Content that you have shared with others so always use caution when giving out any personally identifiable or sensitive information.

6 Instrument data and documents

All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced by **Element Metech** during any Service shall belong to and remain the property of **Element Metech** unless otherwise expressly agreed as part of the Contract.

Ownership and copyright of the Report/Certificate and Data produced by **Element Metech** shall remain with **Element Metech**. The Customer will obtain an irrevocable, royalty-free, non-exclusive license to use the Report/Certificate and Data (including the right to sub-license), subject to the contractual use and payment of the Services.

The **Element Metech** electronic calibration documents can be downloaded, one by one, by the user. A list with all instrument data, not including the service events, can also be downloaded by the user.

You can, upon termination of contract, ask for your instrument data and documents. **Element Metech** must provide all instrument data, uploaded documents and electronic calibration documents issued by **Element Metech** for the customers instruments for at least the last five (5) years, in an appropriate media.

7 Electronic calibration documents

Element Metech electronic calibration documents are produced as PDF files and signed digitally. The documents are distributed by MIO™, to registered users or as download links/attachments in delivery notification emails. If your calibration label has an QR code, the calibration document can be opened directly in your mobile device. The calibration documents can be downloaded and stored locally.

Element Metech digital signatures replace the handwritten signatures in calibration documents (requirement ISO/IEC 17025:2017, 7.8.2.1 o - identification of the person(s) authorizing the report).

A digital signature can be used to prove that a document was signed by the originator. In addition, a digital signature can also prove that a document has not been modified since it was signed. Information about **Element Metech**'s digital signatures, and how to verify them, can be found on the web site at <https://elementmetech.com/electronic-calibration-documents>.

Element Metech is responsible for the content being reproduced accurately as long as the electronic calibration document is read directly from the MIO™ service, and the requirements for the user environment are met. A document that is downloaded and saved locally by the user is considered to be a copy. **Element Metech** is not responsible for any problems or misinterpretations that may arise as a result of the impact on the customer's computer environment, or settings.

8 Availability of the Service

The MIO™ service will normally be available to the end users 24x7. System maintenance will be performed outside office hours CET (Central European Time), but the **Element Metech** also reserves the right to temporarily suspend the service to perform critical maintenance during office hours if **Element Metech** deems it necessary to ensure full functionality and security. At all times this will be communicated with Customer in advance if possible and appropriate.

Typical expected availability is 99% during normal CET (Central European Time) office hours.

Scheduled Service/maintenance that affect the MIO™ service availability, will be announced in advance, at **Element Metech**'s web site at <https://elementmetech.com/mio/>, on the MIO™ service news and login page.

9 Cookies

MIO™ use cookies to manage your login. This type of cookie is stored locally on your computer to manage automatic login next time you visit the web service.

To use MIO™, you must accept cookies, i.e. you cannot set your browser so that you automatically deny the storage of cookies. Most browser allows you to delete previously stored cookies, see your browser's help pages for more information. If the cookie is deleted, nothing happens other than that your eventual automatic login disappears, and you have to log in again.

10 Suspension or Termination of Your Account

We do not guarantee that MIO™ or any part of it will always be available or will be uninterrupted.

You agree that **Element Metech** may suspend or terminate your access to the Services without notice if: (a) **Element Metech** determines that you have violated these Terms of Service or any associated agreement or (b) the fees/charges for use of the Service are not duly paid.

You agree that **Element Metech** has no obligation to monitor your use of the Services but has the right to do so to ensure your compliance with these Terms of Service or any associated agreement, or to comply with any law, order, or requirement of any court or government authority in any country.

11 Changes to Services and Prices

Element Metech reserves the right to change and alter the conditions and functionality for the use of MIO™.

12 Prices and terms of Payment

You agree that **Element Metech** will charge for the use of the Services at the rate applicable from time to time. You shall pay each invoice submitted to you in full (and in cleared funds) within 30 days of receipt. Without prejudice to any other right or remedy we may have, if you fail to pay us on the due date we shall be entitled to (i) charge overdue interest on such sum from the due date for payment according to the Swedish Interest Act, calculated from the due date of the invoice until full payment has been received by the Company; and (ii) suspend all Services until payment has been made.

13 Intellectual property rights and copyright policy regarding third parties

We are the owner or the licensee of all intellectual property rights in MIO™ and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

If you believe that **Element Metech** or any of its affiliates or any user of MIO™ has violated a copyright, you are obliged to inform us at: info.metech.se@element.com for details on how to properly notify us of a potential copyright infringement or other intellectual property rights issue.

In the event the service contains software from a third party ("Third Party Software") such software shall be provided and used in accordance with the terms and conditions set out for respective Third Party Software.

14 No Warranties

To the maximum extent permitted by applicable law, you agree to use the Services at your own risk. You agree that **Element Metech** and its resellers and affiliates will not be responsible for any harm to any device, any loss of data, or any other harm that results from your use of the Services. **Element Metech** and its resellers and affiliates do not guarantee that your use of the services will be uninterrupted or error-free. To the maximum extent permitted by applicable law, the services are provided "as is" and "as available" for your use without warranties or conditions, either express, implied, or statutory. **Element Metech** and its resellers and affiliates do not make any warranties of fitness for a particular purpose, satisfactory quality, or non-infringement. We do not guarantee that MIO™ will be free of viruses or bugs.

15 Limitation of Liability

Nothing in these terms of service exclude or limit our liability for death or personal injury arising from our gross negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Swedish law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to MIO™ or any content on it, whether express or implied.

You agree that **Element Metech**, and its resellers and affiliates will not be liable to you or any others for any consequential, exemplary, incidental, special, or punitive damages, including but not limited to lost profits or damages arising from your use of or inability to use the services even if **Element Metech** has been advised of the possibility of such damages. You agree that the liability of **Element Metech** and its suppliers, resellers and affiliates to you for any claim will be limited to the amount paid by you to **Element Metech** for the services in the previous three (3) months preceding the event or circumstances giving rise to such claim even if any remedies fail of their essential purpose.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any calibration and metrology or related services to you, which will be set out in our standard terms and conditions which are set out in full at <https://www.elementmetech.com/terms>.

16 Force majeure

The performance of either party, required by the Terms of Service or any associated agreement, shall be extended by a reasonable period of time if such performance of the respective party is impeded or materially aggravated by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, pandemics, strikes, labor disturbances, fire, floods, terrorism, riots, wars, embargo, requisition (acts of government), or by any other event beyond the reasonable control of that party, hereinafter referred to as "Force Majeure".

In case of Force Majeure, the relevant party shall promptly notify and furnish the other party in writing with all relevant information thereto.

Should an event of Force Majeure continue for a consecutive period of more than three (3) months, both parties shall have the right to terminate the Terms of Service or any associated agreement. In such a case, the user shall pay to **Element Metech** the price of MIO™, in accordance with section 12, delivered up to the date of termination.

17 Governing law and arbitration

These Terms of Service and the associated services, as well as any legal matters connected therewith, shall be governed by Swedish law.

All disputes, differences or questions between the parties with respect to any matter arising out of or relating to the Terms of Service or the Services shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, in Stockholm, Sweden, by one or more arbitrators, appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in the English language. All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

The parties undertake and agree that all arbitral proceedings conducted under this Article shall be kept confidential, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

18 Changes to this Agreement

Element Metech may change the Terms of Service and recommends that you review them on a regular basis. You can review the most current version of the Terms of Service at: <https://www.elementmetech.com/terms>. If **Element Metech** makes a change to the terms it will post the revised Terms of Service at the link above. You agree that your continued use of the Services after the Terms of Service has been changed means that you have agreed to the changed terms.