

# Agreement for ClimaCheck *online*, web service

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Version	Date	Responsible
1	2023-12-22	Niklas Berglöf
2	2024-09-23	Niklas Berglöf

## ClimaCheck *online*

ClimaCheck *online* is a web-based service for performance, function, energy monitoring and predictive maintenance with Automated Fault Detection and Diagnosis "AFDD" for refrigeration, air conditioning units or heat pumps systems.

ClimaCheck online receives data over the Internet, performs calculations, performance analysis and provides access to the information directly on the platform or in an external system e.g, BMS or SCADA.

The service enables visualisation and analysis of performance, function and energy consumption. It is possible to configure early warnings on desired parameters, which can be set by the customer, or a person designated by the customer. Generated alarms can be sent by SMS and / or e-mail to the right person or email address. Alarms can also be activated if data-flow from the site does not reach the server.

Customer will not, and will not allow others to:

- Copy, modify, or infringe the IP of the Services under the forms of this agreement.
- Reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law).
- Sell, resell, sublicense, transfer, or distribute the Services.
- Access or use the Services for high-risk activities in violation of the purpose of the service.

ClimaCheck Sweden AB is responsible according to agreement for:

**Availability:** at least 99% on an annual basis. We reserve the right to temporarily close the service for maintenance. Loss of availability for notified service and maintenance is not included in the 99%

Data is stored, unless otherwise agreed, for at least 2 years.

ClimaCheck is responsible for ensuring that data attributable to individual facilities is not made available to third parties without the customer's consent. ClimaCheck has the right to use information from connected facilities in order to develop new functions and services, for competence development and to improve the quality of existing functions, products and services.

## ClimaCheck *online* services

ClimaCheck online is an analyse platform developed to provide decision support for optimisation and early detection of deviations, so action can be taken before failures/breakdowns occur and energy consumption increases. The monitoring is dependent on the communication with the Internet and that the customer's / operators' networks work.

ClimaCheck does not replace standard protection systems for the facility and equipment. ClimaCheck is not responsible for damage to facilities/units/products/services that has occurred as a result of measures taken or not taken. Assessment of data and analysis shall be performed by competent personnel.

### Services:

**Level 1.** ClimaCheck online with energy report (Essential).

**Level 2.** ClimaCheck online with certified performance report. (Extended)

**Level 3.** ClimaCheck online with operation report and support for predictive maintenance (Enterprise)

Contract period: The contract is valid for 1 year from the start of the contract period and is then extended by one year at a time unless notice is given 1 month before the end of the contract.

Invoicing: Annually in advance.

Scope according to Appendix 1 attached plant / unit list with specification of which services are referred to

Cost according to a separate appendix with current price list between the parties.

ESSENTIAL	EXTENDED	ENTERPRISE
Monthly cost: -€/unit Minimum 12 months	Monthly cost: -€/unit Minimum 36 months	Monthly cost: -€/unit Minimum 36 months
<ul style="list-style-type: none"> <li>✓ ClimaCheck core "calculation engine"</li> <li>✓ Platform Support</li> <li>✓ ClimaCheck online Dashboard</li> <li>✓ Energy Report <ul style="list-style-type: none"> <li>Performance Report</li> <li>Refrigeration Technical Support</li> <li>Certified operation with report every 6 month</li> <li>Support for predictive maintenance</li> <li>"Level 1" Training</li> <li>"Level 2" Training</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ ClimaCheck core "calculation engine"</li> <li>✓ Platform Support</li> <li>✓ ClimaCheck online Dashboard</li> <li>✓ Energy Report <ul style="list-style-type: none"> <li>Performance Report</li> <li>Refrigeration Technical Support</li> <li>Certified operation with report every 6 month</li> <li>Support for predictive maintenance</li> <li>✓ "Level 1" Training</li> <li>"Level 2" Training</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✓ ClimaCheck core "calculation engine"</li> <li>✓ Platform Support</li> <li>✓ ClimaCheck online Dashboard</li> <li>✓ Energy Report <ul style="list-style-type: none"> <li>Performance Report</li> <li>Refrigeration Technical Support</li> <li>Certified operation with report every 6 month</li> <li>Support for predictive maintenance</li> <li>✓ "Level 1" Training</li> <li>✓ "Level 2" Training</li> </ul> </li> </ul>

Company: \_\_\_\_\_

City and date

Signature

Name

Email: \_\_\_\_\_

Technical contact for agreement: \_\_\_\_\_

Email: \_\_\_\_\_

Address:

Gamla Värmdövägen 6, 131 37 Nacka

Tel: +46(0)76-005 03 00

E-mail: Info@ClimaCheck.com

## Appendix 1. – User agreement

### Summary

This document describes the User Agreement for ClimaCheck *online*. By using your personal account for ClimaCheck *online* you accept this agreement.

These ClimaCheck *online* Terms of Service (together, the "Agreement") are entered into by ClimaCheck Sweden AB and the entity or person agreeing to these terms ("User") and govern Users's access to and use of the Services.

### Provision of the Services.

#### Services Use

During the Term, ClimaCheck Sweden will provide the Services in accordance with the Agreement and the User may use the Services in accordance with the Agreement.

#### Accounts

Users must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account.

### Modifications

#### To the Services

ClimaCheck Sweden AB may make commercially reasonable updates to the Services from time to time.

#### To the Agreement

ClimaCheck Sweden AB may make changes to this Agreement from time to time.

### Customer Obligations.

#### Compliance

The User will:

- Ensure that the User's use of the Services complies with the Agreement
- Use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to, the Services.
- Promptly notify ClimaCheck Sweden of any unauthorized use of, or access to, the Services, Account, or Customer's password of which Customer becomes aware. ClimaCheck Sweden reserves the right to investigate any potential violation of the a by Customer, which may include reviewing Customer Applications, Customer Data, or Projects.

### Privacy

#### Restrictions

Customer will not, and will not allow others to:

- Copy, modify, or create a derivative work of the Services under the forms of this agreement.
- Reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law).
- Sell, resell, sublicense, transfer, or distribute the Services.
- Access or use the Services for high-risk activities in violation of the purpose of the service.

Adress:  
Gamla Värmdövägen 6, 131 37 Nacka  
Tel: +46(0)76-005 03 00  
E-mail: Info@ClimaCheck.com



## Appendix 2. Plant / unit list

Plant	Unit	ID	Service	Start

- For each facility, a technical person responsible for communication must be notified to ClimaCheck, who will enter this ClimaCheck online. When changes are made by the contact person, ClimaCheck is notified of this so that contact information for communication and automatically generated reports and messages can be changed.
- Agreement on reporting dates and intervals for energy reports is made between the parties.

**Appendix 3. Price list according to Agreement**