

# **ROL** Intelligent Office™

## **DEFINITIONS AND GLOSSARY**

DECEMBER 01, 2022

The following definitions and rules of interpretation apply to ROL Intelligent Office Agreements and business processes:

**Administrator Support** - Support provided to the Enterprise Client administrator or similar appointed person at the Enterprise Client who has the responsibility to administer the ROL Intelligent Office Platform ("**Enterprise Client Administrator**").

"**Affiliate**" means, in relation to a Party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that Party from time to time;

"**Aggregated Data**" means the output from aggregation and pseudonumisation process- of Derived Data to provide analytics;

"**Applicable Data Protection Laws**" means, to the extent applicable to the Parties in connection with this Agreement, all laws, regulations and legally binding guidance relating to the protection of personal data (including without limitation the EU GDPR);

"**Business Day**" means a day, other than a Saturday, Sunday or public holiday in Sweden;

"**Business Hours**" means the period from 9.00 am to 5.00 pm on any Business Day;

"**Change**" means any variation of this Agreement, including any relevant Site Set-Up Proposals and Site Services Proposals;

"**Commencement Date**" means the date on which Services are due to commence, as set out in each Site Set-Up Proposal or Services Package;

"**Confidential Information**" means in relation to a Party, information that is by its nature confidential; and/or is designated by that Party as confidential; and/or that the other Party knows or ought to understand is confidential. Confidential Information includes, but is not limited to: the terms of this Agreement, trade secrets, know-how, inventions, techniques, processes, software programs, and other IT-related information, documentation, schematics, procedures, contracts, customer bases, customer information, financial information, budgets, sales, marketing, public relations, advertising and commerce plans, ideas, strategies, designs, projections, business plans, real estate plans, strategic expansion plans, products and product designs, sourcing information, potential product labelling and marking ideas, unpublished information relating to the Intellectual Property Rights of either Party, personal data, all communications between the Parties and other non-public information relating to a Party's business;

"**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "**Controls**", "**Controlled**" and the expression "**change of Control**" shall be construed accordingly;

"**Data Reports**" means the final analytic reports generated by ROL from the Derived Data to the Enterprise Client;

"**Data Services**" means the Services Menu option in respect of Derived Data and, if requested, in respect of Aggregated Data as described in the "*ROL iO Data, Privacy, and Security Policy*", and

further described in a Site Services Proposal;

**"Defect"** means any defect, error or fault which hinders the functionality of, or prevents use of, any part of the ROL Intelligent Office Platform;

**"Deliverables"** means any output of the Services or Implementation Work to be provided by ROL to the Enterprise Client as specified in a Site Services Proposal, excluding the Aggregated Data;

**"Delivery"** means completion of delivery of ROL Hardware as specified in a Purchase Order;

**"Delivery Date"** the date on which the ROL Hardware is delivered at place;

**"Delivery Site"** means the location for Delivery as specified in each Purchase Order;

**"Deployment Site"** means the country and location of the site where the ROL Hardware will be deployed in accordance with the Purchase Order;

**"Derived Data"** means the extracted and pseudonymised data processed and computed by ROL from Enterprise Client Data;

**"Effective Date"** means the date of this Agreement;

**End User Support** - Support provided to end users of ROL Software applications, such as phone applications, computer applications and shared touch screen applications.

**"Enterprise Client Administrator"** means the Enterprise Client administrator or similar appointed person at the Enterprise Client who has the responsibility to administer the ROL Intelligent Office Platform.

**"Enterprise Client Authorized Representative"** means a representative that shall have authority to contractually bind the Enterprise Client on all matters relating Agreements, policy acknowledgments, Site Services Proposals, Site Set-Up Proposals, any Change Orders, and other changes.

**"Enterprise Client Data"** means certain base data generated by the ROL Hardware or the ROL Software during the performance of the Services.

**"Enterprise Client Devices"** means any devices used by Licensed Users to access the ROL Software, including without limitation any phones, personal computers or third-party hardware that is running the ROL Software.

**"Enterprise Client Equipment"** means any equipment, including tools, systems, cabling or facilities, provided by the Enterprise Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services Package including any such items specified in a Site Set-Up Proposal.

**"Enterprise Client IPR"** means all Intellectual Property Rights in and to the Enterprise Client Equipment, the Enterprise Client Software, the Enterprise Client Materials, and the Enterprise Client Data;

**"Enterprise Client Materials"** means all Material, whether owned by the Enterprise Client or a third party, which are provided by the Enterprise Client to ROL in connection with the Site Services Proposal, including the items provided to ROL, at ROL's request, in a timely manner all documents,

data, information, items and Enterprise Client Materials in any form (whether owned by the Enterprise Client or a third party) required under each agreed Site Services Proposal, Site Set-Up Proposals and any Change Orders or otherwise reasonably required by ROL in connection with the Services, any Implementation Work or Transition Work and ensure that they are accurate and complete;

**"Enterprise Client Policies"** means the Enterprise Client's business policies listed in Appendixes of the General Client Agreement

**"Enterprise Client Software"** means any software owned by, or licensed to, the Enterprise Client or its Affiliates which is used directly or indirectly in the supply of the Services Package including any such items specified in a Site Set-Up Proposal;

**"EU GDPR"** or **"GDPR"** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;

**"EU Model Clauses"** means the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries approved by the European Commission Decision of 4 June 2021 or, any subsequent version thereof released by the European Commission;

**"Hardware Installation Date"** means the date of installation of the ROL Hardware as specified in each Site Set-Up Proposal;

**"Implementation Work"** means the work to enable the ROL Hardware and ROL Software, as set out in a Site Set-Up Proposal;

**"Implementation Work Provider"** means ROL or a third party that is designated in a Site Set-Up Proposal to carry out the Implementation Work;

**"Incoterms® 2020"** mean a set of commercial terms developed by the International Chamber of Commerce (ICC) in its current version as Incoterms® 2020 rules, effective from 1 January 2020;

**Installation Support** - Support provided to personnel installing and maintaining the ROL Intelligent Office Platform at the Enterprise Client's Sites.

**"Insolvent"** means, in respect of either Party, that:

- a) it is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments of any of its debts or by reason of actual or anticipated financial difficulties commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- b) a moratorium is declared in respect of any of its indebtedness;
- c) it has been declared bankrupt;
- d) any corporate action, legal proceedings or other procedure or step is taken and is not discontinued, stayed, or dismissed within twenty (20) Business Days in relation to:
  1. the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);

2. a composition, compromise, assignment, or arrangement with any creditor;
  3. the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, restructuring expert or other similar officer over any of its assets; or
  4. enforcement of any security interest (including any mortgage, charge, pledge, assignment or assignation (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority, any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off or any other agreement or arrangement of any kind having the same or a similar commercial or economic effect as security) over any material portion of its assets; or
- e) the occurrence of any event in any jurisdiction to which it is subject having an effect similar to that of any of the events referred to in paragraphs a) to d) above.

**Installation Support** - Support provided to personnel installing and maintaining the ROL Intelligent Office Platform at the Enterprise Client's Sites.

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Licensed Users"** means of the Enterprise Client that is licensed to use the ROL Software, as set out in each Services Package.

**"Material"** means any material in whatever form (including documentary, magnetic, electronic, graphic or digitised), including any methodologies, processes, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions.

**"Milestone"** means the completion of a phase or requirement as set out in a Site Set-Up Proposal.

**"Minimum Services Package Period"** means twelve (12) months.

**"On-Boarding"** specifies the procedures for the initial enablement of the ROL Hardware and ROL Software to on-board an Enterprise Client to the ROL Intelligent Office Platform.

The initial enablement of the ROL Hardware and ROL Software requires agreement to a Services Package and any requisite Site Set-Up Proposals detailing agreed Implementation Work, as determined by the requirements of the Enterprise Client.

**"Purchase Order"** means an order placed by the Client to ROL Intelligent Office, including the information specified in the sample in Appendix of the ROL iO Hardware Policy.

**"Purchased ROL Hardware"** means any items of the ROL Hardware that are purchased through a Purchase Order agreed between the Parties.

**"Purpose"** means the purpose of processing personal data is to provide the Services in accordance with the Agreement and to comply with additional instructions given by the Controller to the Processor.

**"Reference Service Fees"** means the standard charges for certain aspects of the Services or the framework for calculating them as set out in the Appendix of the *"General Client Agreement"*.

**"Resources"** means virtual objects that the Enterprise Client has elected to include in the Enterprise Client's floorplan as part of the Service Package and which may change from time-to-time, through the ROL Intelligent Office Platform, including, without limitation, spaces, rooms, and desks.

**"ROL Authorized Representative"** means a ROL appointed a representative to act on behalf of ROL in respect of the relationship between ROL and the Enterprise Client. The ROL Authorized Representative shall have authority to contractually bind ROL on all matters relating to the relevant Site Services Proposals and Site Set-Up Proposals (including by signing Change Orders).

**"ROL Hardware"** means any equipment, including tools, systems, cabling or facilities, sensors and other peripheral devices or equipment provided by ROL to the Enterprise Client and used directly or indirectly in the supply of the Services.

**"ROL Hardware Fees"** mean the sums payable by the Enterprise Client as set out in each Purchase Order.

**"ROL Hardware Reference Prices"** means the prices set out in the *"ROL iO Hardware Policy"*.

**"ROL Intelligent Office Platform"** means ROL's Intelligent Office product offering, comprising the Services, as provided by the ROL Software and as may supported by the ROL Hardware.

**"ROL IPR"** means all Intellectual Property Rights in and to ROL Hardware, ROL Software, ROL Materials, ROL Methods Aggregated Data and any other Intellectual Property Rights owned by ROL or its Affiliates that ROL may make available to the Enterprise Client from time-to-time in providing the Services (including without limitation any trademarks or brands).

**"ROL Materials"** means any Material owned by ROL or its Affiliates, or licensed to ROL or its Affiliates and used by or on behalf of ROL to perform the Services or Implementation Work and including any modifications to the same.

**"ROL Methods"** means any methods, processes, techniques, tools, ideas, processes and reporting styles or templates that are used by ROL to perform the Services.

**"ROL Privacy Notice"** means the privacy notice describing ROL's collection and use of personal data, available through the ROL Software.

**"ROL Software"** means any software owned or licensed to ROL used by or on behalf of ROL to perform the Services Menu.

**"ROL Software Release"** means a new release of the ROL Software released after the Effective Date which provides additional or improved functionality or performance.

**"Security Requirements"** means any additional security requirements specified in a Site Set-Up Proposal or Services Package.

**"Service"** means a continuous or recurring service available on the ROL Intelligent Office Platform which shall be provided by ROL as agreed in a Site Services Proposal.

**"Services Menu"** means the complete set of all Services available from ROL as may be updated from time-to-time.

**"Services Package"** means the combination of Services selected from the Services Menu by the Enterprise Client and that will be provided by ROL, as set out in a Site Services Proposal.

**"Services Package Fees"** means the fees and billing cycle defined in the Site Services Proposal, which shall be calculated in reference to the Reference Service Fees where applicable.

**"Site Services Proposal"** means the agreement between the Parties for the provision of the Services Package, in the form set out "*Site Services Proposal Template*".

**"Site Set-Up Proposal"** means the agreed terms of the provision of non-recurring requirements, and related Milestones, timelines, Deliverables and conditionality, required to enable the Services Package, in the form set out in the "*Site Set-Up Proposal Template*".

**"Sites"** means any Enterprise Client premises specified as a Site in an agreed Site Set-Up Proposal or Site Services Proposal.

**"Site Set-Up Fees"** means the non-recurring fees payable as set out in one or more Site Set-Up Proposal.

**"Support Services"** mean the support and maintenance services provided by ROL to the Enterprise Client, as agreed and defined in the "*ROL iO Support Services Policy*".

**"Support Staff"** means any personnel employed or contracted by or on behalf of ROL, that provide Support Services.

**"On-Boarding"** specifies the procedures for the initial enablement of the ROL Hardware and ROL Software to on-board an Enterprise Client to the ROL Intelligent Office Platform.

The initial enablement of the ROL Hardware and ROL Software requires agreement to a Services Package and any requisite Site Set-Up Proposals detailing agreed Implementation Work, as determined by the requirements of the Enterprise Client.

**"Terminating Party"** The Party seeking to terminate the General Client Agreement, or any agreement covered under the General Client Agreement.

**"Third-Party IPR"** means any Intellectual Property Rights owned by a third party and licensed to ROL which are necessary to provide the Services Menu.

**"Third-Party Licence Terms"** means the terms and conditions of any licence(s) of Third Party IPR.

**"Training"** means any training event that the Parties agree shall be provided by ROL to the Enterprise Client, as set out in an agreed Site Set-Up Proposal.

**"Transition Work"** means any uninstallation or other decommissioning work that may be required from ROL upon discontinuation of a Services Package, or upon termination of this Agreement, such work being agreed between the Parties in a Site Set-Up Proposal.

**"User Rules"** means the rules set out in the "User Rules" appendix of the "*General Client Agreement*"

**"VAT"** means value added tax according to the Swedish Value Added Tax Law (Sw. *Mervärdesskattelag (1994:200)*) in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112).