

Standard terms & conditions for MUR Cloud Services and Products

These are the terms and conditions which Enerco Engineering (EnercoEA AB) will supply Subscription regarding MUR Cloud Services and related products to the customer.

1. Definitions

1.1 Products

Hardware, for example MUR-Box Mini

1.2 Services

Services for transmitting machine status from the machine to the customers local MUR-Server. Including mobile subscription and hosted servers in the cloud.

1.3 Subscription

Subscription regarding the Services.

1.4 Customer Data

Data generated by the Product or otherwise uploaded/transferred to the Cloud-services by the customer.

1.5 Customer contact

Person responsible for maintaining the Products and Services as well as educating other personnel.

2. Agreements and order acceptance

All agreements and deviations must be in writing.

Agreements are made when accepting a quote in writing.

3. Subscription period and extension

The Subscription period is one (1) year from the delivery of the Product.

Enerco Engineering may offer a one (1) month trial period (which shall be specified in the quote) from the date of delivery of the Product. If the customer does not cancel the Subscription in writing at the latest seven (7) days prior to the end of the trial period, the Subscription will automatically transition to a one (1) year paid Subscription from the date of delivery of the Product according to the terms in this agreement.

The Subscription is automatically extended by one year at the end of each period.

4. Changes of terms

The latest version of these terms is available at www.murbox.com/terms

New terms take effect when the agreement is extended.

5. Product and services

Sold Products will remain the property of Enerco Engineering until full payment is received.

5.1 Subscription

The customer will receive a non-exclusive, non-transferable right to use the Services included in the Subscription during the term of this agreement. The Service included in the Subscription may only be used by the customer's employees.

The customer may not (and shall prevent others from)

- i) using the Service in violation of the law or instructions from Enerco Engineering or its suppliers/licensors,
- ii) decompiling, reverse compiling, or deriving source code,
- iii) copy, modify, or create derivatives,
- iv) use the Services for competitive analysis/development of competing services,
- v) remove proprietary or trademark notice.

Each user, when applicable, will receive personal login details. The customer is responsible for keeping this information confidential and for all use that occurs via the customer's account.

The Subscription is an add-on to an existing MUR-System.

To receive and store data from the Service, the customer needs an active MUR system and available machine licenses.

6. Updates and changes to the Services

Enerco Engineering reserves the right to update and further develop the Service.

7. Support

Enerco Engineering will support IT personnel, electricians and customer contact.

Support is given both during installation and throughout the agreement period.

Support is given by phone, email and online documentation.

During phone calls Enerco Engineering can support using remote access, for example TeamViewer.

The support is for the Product and Services (configuration and setup), and it doesn't include other areas of expertise (network configuration, IT security, electrical safety).

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8. Pricing and payment

All quotes are given in writing.
The quote is valid for 30 days.

Products are invoiced at the time of shipping.

The Subscription are invoiced yearly in advanced.

Payment terms are 30 days.

Interest on late payments is the [Swedish Riksbank reference rate](#) + 8%.

If customer payments are late more than 30 days after the due date, Enerco Engineering may revoke the Services until payment is made in full. During this period the customer is still liable for paying.

The customer may increase the current license usage.
Enerco Engineering will invoice for the remaining period until the next regular invoice.

Enerco Engineering may increase recurring prices yearly according to [Consumer Price Index \(CPI\) in Sweden](#).

9. Shipping and delivery

Unless specified otherwise below we use incoterms: [DAP – Delivered At Place](#) Incoterms 2010.

Enerco Engineering is responsible for arranging shipping to the customer, the cost of shipment is added to the price.

The customer is responsible for arranging and paying for shipping to Enerco Engineering.

Customs handling is included with the shipping cost.

Import taxes are not included in the quoted price.
The customer is responsible for paying import tax invoiced by local customs or the local shipping company.

10. Warranty and repairs

Products sold/hardware have a warranty of 1 year.

During the warranty period, the customer must contact Enerco Engineering to remotely determine the need before sending it for repairs.

After the warranty period, the customer can contact Enerco Engineering for local investigation before sending it for repairs. If the problems can be resolved remotely there is no cost for the customer.

The warranty does not cover mishandling or incorrect use by the customer.

11. Product safety

The customer must follow the safety guidelines at support.murbox.com/setup/safety.

Output and signals from the product and software must never be used to control mechanical or safety equipment.

Enerco Engineering shall not be liable for damage caused by the Product.

All data collected and used by the Product is stored locally at the customer site. Therefore, the customer is responsible for backups and system health.

The customer must install software so that flaws will not cause damage to other critical systems. For example, running the software in the same CPU/RAM/Disk quota as other critical systems.

Except as expressly set forth in this agreement, Enerco Engineering makes no warranties, either expressed or implied, and expressly disclaims any implied warranties of merchantability of fitness for a particular purpose in connection with the subject matter hereof.

12. Cancellation and termination

The customer must cancel the Subscription renewal by email to Enerco Engineering at least 3 months before the end of the current Subscription period.

No refunds are given when canceling early during the Subscription period.

Enerco Engineering can cancel the agreement and the Subscription with 10 months' notice.

Enerco Engineering may terminate the agreement or the Subscription with immediate effect if the customer breaches its obligations under this agreement and the breach is of material significance and the customer fails to remedy the breach within thirty (30) days of receiving a written request.

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13. Limitation of liability

Other than as specifically provided herein, the Products and the Services is provided “as is” and “as available” without warranties of any kind.

Enerco Engineering does not warrant that the Product and Services will meet the customer's requirements or expectations of it or that the use of the system will be uninterrupted, timely, secure, or free from errors. Enerco Engineering will do its best to correct any errors in a timely manner.

Enerco Engineering's liability under this agreement is limited to direct costs. Enerco Engineering shall never be liable for indirect losses or consequential losses, including loss of production, loss of profit or loss of income.

Notwithstanding any other provision of this agreement, Enerco Engineering's maximum aggregate liability to the customer arising in any manner in connection with the Product and Services, this agreement or any act or omission by Enerco Engineering or its employees, agents, suppliers, licensors or subcontractors in connection with this agreement, regardless of how such liability arises or is based, and even if based on negligence or breach of contract, will, unless otherwise limited by law, be limited to the fees paid or payable by the customer in relation to this agreement in the 6 month period immediately preceding the event giving rise to the claim.

14. Confidential information and data protection

Each party shall preserve the secrecy of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorized access, and not use such information for any purpose except as contemplated by the agreement.

Customer is responsible for data located on servers installed at the customer, *example: Data stored in local MUR-Server.*

Enerco Engineering is responsible for data located on their system and hosted services, for example: Business contact information.

All customers fall under Enerco Engineering's privacy policy. enerco.se/om-enerco/hantering-av-personuppgifter

Enerco Engineering and its partners may publish the existence and form of cooperation on its own websites, to prospects and partners.

15. Data processing

Enerco Engineering or its suppliers/licensors may process usage data and technical logs for the operation, fault analysis, security, compliance and improvement of the Services.



16. Data ownership, storage, export, and removal

The customer owns Customer Data. Enerco Engineering or a supplier/licensor may process Customer Data in order to provide the Services and may use aggregated and anonymized data for analysis, statistics and improvement.

Customer Data is stored by Enerco Engineering or a supplier/licensor for 30 days from collection unless otherwise agreed. Customer Data is stored and processed on servers within the EU/EAA. Transferring or storage outside the EU/EAA may only take place with the customers' approval.

After termination of the Subscription, the customer has the right to request export of Customer Data until the end of the Subscription.

Enerco Engineering may block or remove Customer Data that violates the law, the rights of third parties, or these terms and conditions, or that threatens the security/performance of the Services.

17 Customer obligations

The customer is responsible for its own IT environment, network, compatible browsers and gateways/communication equipment.

The customer shall keep systems updated, maintain reasonable security measures, and not expose the Service to abnormal load or unauthorized access.

Enerco Engineering or its suppliers/licensors may change technical connection details (e.g., API endpoint, URL, or certificate) if such a change is necessary for the availability, security, or improved operation of the Service.

The customer is responsible for updating their integration in a timely manner and installing necessary hardware and software updates (e.g., gateways, clients, browsers),

Export control and compliance

The customer is responsible for ensuring that use of the Service complies with applicable export control and sanctions regulations (including EU and Swedish regulations) and other regulatory compliance. The customer may not use or make the Service available in violation of such regulations.

18 Intellectual property rights

All the rights to the Services and documentation belong to Enerco Engineering or its licensors. No ownership rights are transferred

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19. Governing law and forum

This agreement will be governed and construed by Swedish substantive law.

All disputes arising in connection with this agreement must be finally settled in Swedish court.

20. Severability

Should any provision of this agreement be held illegal or unenforceable by a Court of competent jurisdiction the validity of the remaining provisions will not be affected.

21. Force majeure

Exceptional circumstances such as extensive disruptions to internet/telecom services, industrial disputes (including labor disputes), fire, natural disasters (including floods and earthquakes), war, general mobilization or military mobilization of similar degree, requisition, seizure, currency restrictions and riot or civil commotion, which are unforeseen and beyond the control of the Parties and which leads to that performance under this agreement is impeded, will be regarded as force majeure. Neither party shall be liable for any failure to perform caused by force majeure.