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ZWAPGRID GENERAL TERMS AND CONDITIONS

1 GENERAL

1.1 Zwapgrid AB, reg. no. 559079-0100, ("**Zwapgrid**" or the **"Company"**) provides efficient and secure data streaming services for data transfer between systems, (the "**Services**") These general terms and conditions (the "**Terms and Conditions**") regulates the terms for using the Services and, as applicable, any other services provided by Zwapgrid.

1.2 The Services may be provided by or subscribed for through a partner to Zwapgrid (a "**Partner**", the Services provided by or through such Partner "**Partnered Services**"). These Terms and Conditions are subsidiary to any conditions for subscription and/or provision of the Partnered Service between a subscriber and such Partner. Zwapgrid is not responsible or liable in any way for such Partner's obligations, guarantees, warranties or other commitments in regard to Partnered Services beyond what follows from these Terms and Conditions. Any complaints about Partnered Services must be directed to the Partner Zwapgrid reserves the right to refer users of Partnered Services to the providing Partner.

2 DEFINITIONS

In these Terms and Conditions, the following terms shall have the meanings stated below:

Agreement - the agreement between Zwapgrid and the Subscriber for the Services including these General Terms and Conditions, and any attachments to these documents (including the Privacy Policy).

App(s) - all present and future Zwapgrid-applications by which the Services are made available, including the Websites.

Confidential Information - any information about the other Party and/or its activities which may be deemed to be of a confidential nature with the exception of:

a) information which is generally known or brought to public knowledge other than through breach(es) of the Agreement or similar undertaking between the Zwapgrid, the Subscriber and/or Partner;

b) information which a Party can show was in its possession before receiving it from the other Party or;

c) Information which a Party receives from a third party not bound by confidentiality undertakings.

Fees - the charges applicable to the Services.

Identification Data - the data or information that the Subscriber needs to identify itself as a user of the Services

Order - an order for Service(s) placed by the Subscriber to Zwapgrid (directly or as a Partnered Service).

Party/Parties - Zwapgrid and/or the Subscriber.

Personal Data - data and information that on its own or together with other information can be used to directly or indirectly identify or contact an individual, such as name, social security number, address, email, phone number, order and payment history, and IP-address.

Privacy Policy - Zwapgrid's policy for handling of Personal Data and other sensitive information.

Subscriber - a Party using the Services.

Subscriber Data - information which the Subscriber registers, receives or transfers by use of the Services, including Personal Data, as well as the result of the processing of such information through the Services.

Subscriber Environment - such facilities, equipment, operating systems, software, hardware, networks (including Subscriber's or third party's internet connection), documentation, other tools or licenses that are not included in the Services but are necessary for the use of the Services. The Subscriber is solely responsible for the Subscriber Environment and its compatibility with the Services.

Subscription Period – the period for which the Subscriber subscribes to a Service

Third Party Software - software which Zwapgrid has marketed as compatible to the Services or otherwise informed is necessary for the proper function of the Services.

Website - The websites www.zwapgrid.com, www.zwapgrid.se and any other domain from where the Services may be accessed. Each such domain is referred to as Website.

3 ORDER AND CONCLUSION OF AGREEMENT

3.1 The Agreement is entered into when the Subscriber places an Order and the Order is confirmed by Zwapgrid or, if this takes place earlier, when Zwapgrid has begun to provide the Services to the Subscriber.

3.2 Additional Orders or changes in placed Orders do not constitute a new agreement but form an integral part of the original Agreement.

3.3 The Subscriber may order additional services outside the Services from Zwapgrid. Unless otherwise agreed, such additional services shall be treated as "Services" under these Terms and Conditions.

4 ZWAPGRID'S PERFORMANCE OF THE SERVICES

4.1 Zwapgrid will provide the Services in a professional manner and in accordance with these Terms and Conditions.

4.2 Zwapgrid continuously develops and upgrades the Services. To the extent reasonable possible, such adjustments will be made in a way that limits any major disruptions.

4.3 To ensure the proper function of the Service, updates or modifications in the Service may require updates in or modifications of the Subscriber Environment. The Subscriber is responsible for all costs relating to such update or modification of the Subscriber Environment. Zwapgrid guarantees that the Service will be compatible to older versions of Third-Party Software for a period of twelve (12) months after the official release of a new version of such Third-Party Software.

4.4 Zwapgrid is entitled to engage subcontractors in the performance of the Service. In such case, Zwapgrid is liable for the subcontractor's performance in the same way as it is liable for its own performance.

5 THE SUBSCRIBER'S USE OF THE SERVICE

5.1 The Subscriber may only use the Service and any agreed additional services in accordance with these Terms and Conditions and in any applicable guidelines or instructions. The Subscriber ensures that its use of the Services do not cause harm or other inconvenience to Zwapgrid or third parties (for example, through mass calls or dissemination of computer viruses) or violates applicable law, regulation or ruling from a competent authority or third-party rights.

5.2 At the request of Zwapgrid, the Subscriber undertakes to immediately stop and cease any use of the Services which causes disruption to the Services or other inconvenience or violation under paragraph 5.1.

5.3 The Subscriber shall free of charge provide Zwapgrid access to the Subscriber Environment to the extent necessary for the provision of the Services and to the best of its ability assist Zwapgrid in the provision of Services. The Subscriber shall promptly provide Zwapgrid with requested information and promptly notify Zwapgrid of any changes in such information.

6 DISCONTINUATION OF THE SERVICES

6.1 Zwapgrid may discontinue or limit the Services if:

a) Zwapgrid has not received proper payment for the Services within the specified time and this is not rectified within fourteen (14) days after written notification.

b) the Subscriber otherwise uses the Services in conflict with these Terms and Conditions, the Agreement or any guidelines or instructions provided by Zwapgrid and fails to rectify within fourteen (14) days after Zwapgrid's written request for rectification.

6.2 Zwapgrid may suspend or restrict the Services if required by law, regulation or ruling from a competent authority. If possible, such suspension or restriction shall be notified well in advance.

7 SUBSCRIBER DATA, PERSONAL DATA, ETC.

7.1 Zwapgrid will assign the Subscriber with necessary Identification Data. Zwapgrid may modify the Identification Data if necessary due to technical, operational, or other reasons or if required by law, regulation or ruling from a competent authority. To the extent possible, the Subscriber will be informed in advance of such modification. The Subscriber has no right to Identification Data after its subscription to the Service has expired or has been terminated.

7.2 Zwapgrid's use of Personal Data, Subscriber Data and other information about the users of the Service is regulated by the Privacy Policy accessible on www.zwapgrid.com.

8 CONFIDENTIALITY

8.1 The Parties agree not to disclose Confidential Information to third parties. This undertaking shall not prevent the reasonable disclosure to (i) employees, agents or representatives of each respective Party who are authorized by such Party to carry out tasks associated with the Services (ii) companies belonging to the same group as a Party, (iii) a partner with whom Zwapgrid has entered into an agreement with in order to provide the Services or any part thereof, or (iv) subcontractor(s) to Zwapgrid, provided that such recipient(s) of Confidential Information is bound by a confidentiality obligation corresponding to this paragraph 9.

8.2 The provisions of this paragraph 9 shall not prevent any Party to disclose Confidential Information if it is required by law, regulation or ruling from a competent authority.

8.3 The recipient of Confidential Information shall use this information only for the intended purpose.

8.4 The undertakings in this Section 9 will remain valid for the duration of the subscription of the Services and for two (2) years thereafter.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Through the proper performance of its obligations, the Subscriber receives a non-exclusive, non-transferable, and non-assignable license to use the Services in accordance with the conditions specified in these Terms and Conditions. The Subscriber is not entitled to sublicense the Services unless Zwapgrid has agreed to such sub-license.

9.2 Zwapgrid's provision of the Services to the Subscriber shall not in any way mean that the copyright or other intellectual property rights associated with or derived from the Services or Zwapgrid have been transferred to the Subscriber. All such intellectual property rights shall remain the exclusive property of Zwapgrid.

9.3 Unless authorized in writing by Zwapgrid, the Subscriber may not modify, copy, alter, reverse engineer or create derivate works of the Services or source code, software, App(s) or other material attributable to the Services or assign or grant rights to such source code, software, App(s) or other material to a third party. The Subscriber acknowledges that different license terms may apply for third party software included in the Services.

9.4 Zwapgrid shall defend, indemnify and hold the Subscriber harmless from and against all costs, damages and expenses for claims by third parties that the Services infringe on such third party's intellectual property rights, provided the infringement is not the result of the Subscriber's improper use of the Services and provided further that the Subscriber

a) immediately notifies Zwapgrid in writing of the alleged infringement;

b) not agrees to, permits or settles any claims of alleged infringement without the prior written consent from Zwapgrid; and

c) allows Zwapgrid to unilaterally defend, pursue and protect the Subscriber and Zwapgrid against the claim and gives Zwapgrid all reasonable assistance in such actions.

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9.5 The Subscriber shall defend, indemnify, and hold Zwapgrid harmless from and against all costs, damages and expenses for claims by third parties that the Subscriber's use of the Services infringes on such third party's intellectual property rights. The Subscriber is reminded that Zwapgrid is entitled to request that the Subscriber to immediately cease with improper use of the Services (paragraph 5.2) and to terminate or limit the Services if the Subscriber does not rectify such use (paragraph 6.1).

10 DAMAGES, LIMITATION OF LIABILITY ETC

10.1 Neither Party is liable for indirect, incidental, or consequential damages. Each Party's liability is limited to an amount equal to the Fees paid by the Subscriber during the three months preceding the day when the claim for compensation was first presented to the liable Party.

10.2 The limitations of liability in paragraph 10.1 shall not apply in case of intent or gross negligence or when such liability is provided by law.

10.3 The Subscriber is aware and agrees that the Service is provided on an "as is" and "as available" basis, and that the Service may from time to time contain minor bugs. The Subscriber acknowledges and agrees that software completely free of errors cannot be attained within the software industry.

10.4 Claims for compensation for damage shall be presented to the liable Party within three (3) months from when the circumstance giving rise to the claim was first discovered.

11 FORCE MAJEURE

11.1 Neither Party shall be liable for any delay or failure in performance under this Agreement due to causes and circumstances beyond its reasonable control which prevent, hinder or delay such performance (for instance government actions, new or amended legislation, labor disputes, embargos, war, riot, sabotage, extreme weather conditions, lightning, fire, explosion, flood, natural disaster, accident or cable breakage caused by third parties).

11.2 A Party excusing itself with reference to paragraph 11.1 shall promptly notify the other Party. The suspension or prevention of performance shall continue for as long as that the circumstance in question remains at hand, provided however that if such force majeure condition suspends or prevents performance for more than three (3) months, each Party has may terminate the Agreement without any penalty or liability.

12 AMENDMENT OF THE TERMS AND CONDITIONS ETC.

Subject to paragraph 13.3, Zwapgrid has the right to unilaterally change these Terms and Conditions. Changes shall be communicated on the Website or App one (1) month before the changes enter into force.

13 FEES AND PAYMENT TERMS

*** This Section 13 does not apply for Partnered Services ***

13.1 The Subscriber shall pay the Fees set out in the Agreement and the current price list. Unless otherwise agreed, Fees for each Subscription Period will be invoiced in advance according to Agreement.

13.2 All Fees are exclusive of VAT and other taxes and charges.

13.3 Any increase in the Fees shall be notified on the Website at least sixty (60) days in advance.

13.4 Payment shall be made within thirty (30) days from the date of the invoice in accordance with directions specified on the invoice. In the event of late payment, Zwapgrid is entitled to reminder fees and service charge as well as interest on overdue payment according to law. If the outstanding balance is still not paid, Zwapgrid may send the invoice to debt collection which can result in additional costs and charges for the Subscriber. If the Subscriber objects to an invoice, the Subscriber shall still pay the undisputed part of the invoiced amount on time.

13.5 Zwapgrid is entitled to seek independent credit rating information about the Subscriber.

13.6 Zwapgrid may request prepayment or that the Subscriber provides security for the correct fulfilment of the Agreement if Zwapgrid, as result of a credit check or a previous late payment from the Subscriber, finds this necessary. Zwapgrid has the right to set off any previous due and unpaid amounts including any costs referred to in paragraph 6.5, against such prepayment or security.

13.7 Any refund of Fees or other payments by the Subscriber shall be settled against upcoming invoices,

13.8 Zwapgrid has the right to assign the right to invoice and payment collection to a third party.

14 SUPPORT ETC

*** This Section 14 does not apply to Partnered Services ***

14.1 Unless otherwise provided for in the Agreement, any deficiencies, errors, bugs, or other malfunctions in the Services (each a "**Defect**") shall be reported to Zwapgrid support at support@zwapgrid.com as soon as possible after the occurrence of the Defect. The report shall contain a detailed description the Defect and how it affects the Services. Zwapgrid is not liable for any damage or cost suffered by the Subscriber if the Defect is not reported in time.

14.2 Zwapgrid will commence troubleshooting and correction of notified Defects as soon as possible. Material Defects which significantly affects the function of the Services will be prioritized over less severe Defects.

14.3 Zwapgrid is not responsible for Defect(s) which directly or indirectly are caused by, derived from or attributable to (i) the Subscriber or Subscriber Environment, (ii) failure, error, disruption, or other malfunction in the Internet or other relevant public electronic network (including but not limited to bad transmission or reception conditions for data communication), (iii) virus or other external attack on Subscriber Environment, (iv) third-party's software, or caused by third party, third party service or material, or links to third parties, or (v) a circumstance beyond Zwapgrid's control.

15 TERMINATION OF THE AGREEMENT*

*** This Section 15 does not apply to Partnered Services ***

15.1 Termination of the Agreement or an individual Service shall be made in writing. A terminated Service will expire at the end of the current Subscription Period, provided however that notice of termination must always be given at least three (3) months before the end of the relevant Subscription Period for Subscription Periods of twelve (12) months

or longer and at least one (1) month for shorter Subscription Periods. Any Subscription Period(s) in place at the time of termination of the Agreement shall survive until the end of such Subscription Period.

15.2 Zwapgrid has the right to terminate the Agreement in full or in part with immediate effect if:

a) the Services are discontinued in accordance with paragraph 7;

b) the Subscriber is in material breach of this Agreement and fails to rectify within fourteen (14) days after Zwapgrid's written request for rectification; or

c) the Subscriber is insolvent or there is justified reason to assume that the Subscriber may be insolvent.

15.3 Upon termination, Zwapgrid has the right to delete Subscriber data.

16 NOTICES

Any notice to be sent to the other Party under this Agreement shall be made in writing and sent by courier, by mail or by e-mail to the receiving Party's address as specified in the Agreement. Messages dispatched by courier shall be deemed to have been received by the receiving Party at the handover. Messages sent by post shall be deemed to have been received by the receiving party of three (3) working days after dispatch. Messages sent by e-mail shall be deemed to have been received by the receiving Party at the time it was sent.

17 APPLICABLE LAW AND DISPUTES

This Agreement is subject to Swedish law. Any disputes concerning the interpretation or application of the Agreement and/or these Terms and Conditions shall be settled by negotiation and agreement. If agreement cannot be reached, the dispute shall instead be settled by Swedish ordinary courts with Stockholm District Court as the court of first instance.