

## ZWAPGRID GENERAL TERMS AND CONDITIONS

### 1 GENERAL

Zwapgrid AB, reg. no. 559079-0100, ("Zwapgrid" or the "Company") provides efficient and secure data streaming between systems, customers and partners (the "Services") These general terms and conditions (the "Terms and Conditions") regulates the terms for using the Services.

### 2 DEFINITIONS

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

**Agreement** - the agreement between Zwapgrid and the Customer for the Services including Orders and these 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:

- information which is generally known or brought to public knowledge other than through breach(es) of the Agreement;
- information which a Party can show was in its possession before receiving it from the other Party or;
- information which a Party receives from a third party not bound by confidentiality undertakings.

**Customer** - any Party who has entered into an agreement with Zwapgrid regarding the Services.

**Customer Data** - information which the Customer 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.

**Customer Environment** - such facilities, equipment, operating systems, software, hardware, networks (including Customer'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 Customer is solely responsible for the Customer Environment and its compatibility with the Services.

**Fees** - the charges specified in the Agreement.

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

**Information** - information that the Sender wishes to transfer by using the Services.

**Order** - an order for Services placed by the Customer to Zwapgrid.

**Party/Parties** - Zwapgrid and/or the Customer.

**Personal Data** - data and information that on its own or together with other information can be used to 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 concerning from and by the Customers and receivers.

**Recipient** - the recipient of Customer Data.

**Sender** - the sender of Customer Data.

**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](http://www.zwapgrid.com), [www.zwapgrid.se](http://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

- The Agreement is entered into when the Customer places an Order or, if this takes place earlier, when Zwapgrid has begun to provide the Services to the Customer.
- The Customer can make changes in ordered Services. Such changes do not constitute a new agreement but form an integral part of the original Agreement.
- The Customer 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.
- All Services are covered by these Terms and Conditions.
- These Terms and Conditions shall also apply to Services provided to the Customer through a competent partner to Zwapgrid. Zwapgrid is not responsible for any undertakings outside these Terms and Conditions made by the competent partner. Any complaints about Services which are provided by or ordered from a competent partner, shall be directed to the competent partner.

### 4 ZWAPGRID'S PERFORMANCE OF THE SERVICES

- Zwapgrid will provide the Services in a professional manner and in accordance with the Agreement.
- Zwapgrid continuously develops and upgrades the Services. To the extent reasonable possible, such adjustments will be made in a way that limits any disruptions.
- In order to ensure the proper function of the Services, updates or modifications in the Services may require updates in or modifications of the Customer Environment. The Customer is responsible for all costs relating to such update or modification of the Customer Environment. Zwapgrid guarantees that the Services 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.

- Zwapgrid is entitled to engage subcontractors in order to fulfil its obligations in accordance with the Agreement. 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 CUSTOMER'S USE OF THE SERVICES

- The Customer may only use the Services for the purposes and to the extent described in the Agreement and in any applicable guidelines for the Services. The Customer is responsible to ensure 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.
- At the request of Zwapgrid, the Customer 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.
- The Customer shall free of charge provide Zwapgrid access to the Customer 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 Customer shall promptly provide Zwapgrid with requested information and promptly notify Zwapgrid of any changes in such information.

### 6 FEES AND PAYMENT TERMS

- The Customer shall pay the Fees set out in the Agreement and the current price list. All Fees are exclusive of VAT and other taxes and charges.
- Any increase in the Fees shall be notified on the Website at least sixty (60) days in advance.
- 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 Customer. If the Customer objects to an invoice, the Customer shall still pay the undisputed part of the invoiced amount on time.
- Zwapgrid is entitled to seek independent credit rating information about the Customer.
- Zwapgrid may request prepayment or that the Customer provides security for the correct fulfilment of the Agreement if Zwapgrid, as result of a credit check or a previous late payment from the Customer, 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.
- Any refund of Fees or other payments by the Customer shall be settled against upcoming invoices.
- Zwapgrid has the right to assign the right to payment to a third party.
- If an Order is placed with a competent partner to Zwapgrid, other rules may apply instead of this paragraph 6.

### 7 DISCONTINUATION OF THE SERVICES

- Zwapgrid may discontinue or limit the Services if:
  - the Customer has not paid its invoice within the specified time and fails to rectify this within fourteen (14) days after Zwapgrid's written notification;
  - the Customer does not provide the required security or advance payment in accordance with section 6.6;
  - the Customer otherwise uses the Services in conflict with the Agreement and fails to rectify within fourteen (14) days after Zwapgrid's written request for rectification.
- 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.

### 8 CUSTOMER DATA, PERSONAL DATA, ETC.

- Zwapgrid will assign the Customer 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 Customer will be informed in advance of such modification. The Customer has no right to Identification Data after the Agreement has expired or has been terminated.
- Zwapgrid's use of Personal Data, Customer Data and other information about the users of the Service is regulated by the Privacy Policy [LINK].

### 9 CONFIDENTIALITY

- 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.

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

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

9.4 Notwithstanding the provisions of this paragraph 9, Zwapgrid may – if required for operational or marketing reasons or for business development purposes – use Confidential Information which has been anonymized and does not concern a trade secret or specific business relation.

9.5 The undertakings in this Section 9 will remain valid for the duration of the Agreement and for two (2) years after the Agreement is terminated or has expired.

#### 10 INTELLECTUAL PROPERTY RIGHTS

10.1 Through the proper performance of the obligations under this Agreement, the Customer receives a non-exclusive, non-transferable, and non-assignable license to use the Services in accordance with the conditions specified in the Agreement. The Customer is not entitled to sublicense the Services unless Zwapgrid has agreed to such sub-license.

10.2 Zwapgrid's provision of the Services to the Customer 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 Customer. All such intellectual property rights shall remain the exclusive property of Zwapgrid.

10.3 Unless authorised in writing by Zwapgrid, the Customer may not modify, copy, alter, reverse engineer or create derivative 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 Customer acknowledges that different license terms may apply for third party software included in the Services.

10.4 Zwapgrid shall defend, indemnify and hold the Customer 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 Customer's improper use of the Services and provided further that the Customer

- 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 Customer and Zwapgrid against the claim and gives Zwapgrid all reasonable assistance in such actions.

10.5 The Customer shall defend, indemnify and hold Zwapgrid harmless from and against all costs, damages and expenses for claims by third parties that the Customer's use of the Services infringes on such third party's intellectual property rights. The Customer is reminded that Zwapgrid is entitled to request that the Customer to immediately cease with improper use of the Services (paragraph 5.2) and to terminate or limit the Services if the Customer does not rectify such use (paragraph 7.1).

#### 11 SUPPORT ETC

11.1 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](mailto: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 Customer if the Defect is not reported in time.

11.2 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.

11.3 Zwapgrid is not responsible for Defects which directly or indirectly are caused by, derived from or attributable to Customer Environment, third party communications networks (including but not limited to bad transmission or reception conditions for data communication), caused by a virus or other external attack on Customer Environment or third-party's software, or caused by third parties or by circumstances beyond Zwapgrid's control.

#### 12 DAMAGES, LIMITATION OF LIABILITY ETC

12.1 Unless otherwise provided for in the Agreement, 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 Customer to Zwapgrid during the three months preceding the day when the claim for compensation was first presented to the liable Party.

12.2 The limitations of liability in paragraph 12.1 shall not apply in case of intent or gross negligence or when such liability is provided by law.

12.3 The Customer is aware and agrees that the Services may from time to time contain minor bugs. The Customer acknowledges and agrees that software completely free of errors cannot be attained within the software industry.

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

#### 13 FORCE MAJEURE

13.1 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).

13.2 A Party excusing itself with reference to paragraph 13.1 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.

#### 14 AMENDMENT OF THE TERMS AND CONDITIONS ETC.

Subject to paragraph 6.3, 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.

#### 15 TERMINATION OF THE AGREEMENT

15.1 Unless otherwise agreed, termination of the Agreement shall be made in writing with one (1) months' notice.

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 Customer 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 Customer is insolvent or there is justified reason to assume that the Customer may be insolvent.

15.3 Upon termination, Zwapgrid has the right to uninstall the Services and delete Customer 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 email 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 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 Nacka District Court as the court of first instance.