Atlar

Terms and Conditions

These Terms and Conditions are entered into upon signature of the Order.
Version: 8 January 2026

1. Definitions

In this Agreement, unless the context otherwise requires, the following definitions will apply:

Affiliate	Means any entity that (i) directly or indirectly controls another entity, (ii) is controlled by another entity, or (iii) is under common control with another entity.
Agreement	Means the Order and these Terms and Conditions, collectively.
Atlar Software	Means Atlar's software, technology, information and content as made available for access and use through the Customer, as specified in the Order.
Customer Data	Means all data (including Personal Data) and other information that the Customer (or another person on the Customer's behalf, including any User), has made available through or as consequence of the Customer's or any User's use of the Atlar Software under this Agreement, including without limitation any data or information that is uploaded, imported, created or modified by the Customer, such as onboarding information, account and account holder information, and information from Customer software.
Documentation	Means user guides, support materials, data sheets, manuals, instructions and computer-readable files, regarding the use, operation, functionality, troubleshooting, and other technical information regarding the Atlar Software and updates, provided under this Agreement.
IP Rights	Means any and all intellectual property rights, including without limitation, copyright and copyright protected materials (including rights in software), neighbouring rights including, but not limited to, database rights, know how (whether such know how is in itself patentable or not), registered or unregistered trademarks and trade names, design rights, patents or patentable inventions and any and all other rights in any country.
Personal Data	Means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
SLA	Means the Service Level Agreement as set out in Schedule 1 (SLA).
Term	Means the Initial Term of this Agreement, including any Renewal Periods, or otherwise the time from the Effective Date until this Agreement is terminated in accordance with Section 12.

User	Means any employee, consultant, contractor, service provider, agent, customer or other individual who is authorized by or on behalf of the Customer to access and use the Atlar Software.
User Account	Means a user account that defines login credentials and specifies access privileges to the Atlar Software.

2. Object of the Agreement and Commencement

2.1   Subject to the terms and conditions of this Agreement, Atlar will make available the Atlar Software to the Customer from the Effective Date and throughout the Term of this Agreement.

2.2   Atlar may, without prior notification to the Customer, make changes to the Atlar Software. Atlar may not make any changes so that the Atlar Software does not fulfil the warranty set out in Section 8 (any changes resulting in a breach of the warranty shall be remedied in accordance with Section 8).

2.3   Atlar may engage subcontractors in the provision of the Atlar Software and the performance of its other obligations under the Agreement.

3. Customer's Specific Obligations

3.1   In order for Atlar to be able to perform its obligations under the Agreement, the Customer shall specifically, in addition to the other obligations set out in the Agreement, undertake the following obligations:

(a)   The Customer shall use the Atlar Software in accordance with any Documentation and written instructions provided by Atlar from time to time.
(b)   The Customer is responsible for working with their bank(s) and ERP(s) to access the necessary products and services from their bank as needed for the Atlar Software to work properly, and the Customer will bear any costs associated with these products and services.
(c)   The Customer is responsible for ensuring that Atlar has access to the necessary encryption keys, secrets or other authentication methods required by the bank(s) and ERP(s) in order to enable Atlar access to the Customer's bank account and ERP.
(d)   The Customer acknowledges and undertakes not to modify, translate, decompile, disassemble or reverse engineer the Atlar Software, or attempt to do any of the foregoing.

4. Right of Use

4.1   Subject to the Customer's compliance with the terms and conditions of this Agreement (including timely payment of the Service Fee), Atlar hereby grants to the Customer a limited, non-exclusive, remunerative, worldwide, non-assignable (except as otherwise expressly stated herein) right during the Term to access and use the Atlar Software for the Customer's internal business operations;

4.2   If the Customer's use of the Atlar Software is in breach of the provisions in this Agreement and/or its use results in a risk of failure, downtime or other damage to or interruption of the Atlar Software, Atlar or another customer of Atlar, Atlar may suspend or restrict the Customer's access to the Atlar Software. In such a case, Atlar may not adopt more far reaching measures than is reasonably justified. Atlar may also carry out measures that affect the availability of the Atlar Software (however always striving to limit the disruption) if required for technical, maintenance, operational or security reasons.

5. Support and Maintenance

5.1   Subject to the Customer's timely payment of the Service Fee, Atlar will provide support and maintenance services regarding the Atlar Software and the Documentation in accordance with the terms and conditions of the SLA, Schedule 1.

6. Fees and Payment

6.1   For the provision of the Atlar Software the Customer shall pay Atlar the Service Fee set out in the Order.

6.2   All Service Fees payable by the Customer under this Agreement shall be invoiced in accordance with the Order. In case of late payment Atlar shall be entitled to interest in accordance with the Swedish Interest Act (Sw. räntelagen). If the delay persists for more than fifteen (15) days, Atlar shall, in addition to its right to terminate the Agreement in accordance with Section 12, be entitled to temporarily suspend the Customer's access to the Atlar Software until full payment has been made, provided Atlar sends prior any such actions a written notification to Customer.

6.3   For the avoidance of doubt, the Service Fee does not include any fees from the Customer's banks, ERP or other third-parties engaged by the Customer in relation to use of the Atlar Software.

6.4   The Service Fees are based upon current economic conditions and as such do not include any inflation beyond the Initial Term of the Agreement. Atlar may on a yearly basis, beginning on the first anniversary of the Effective Date, adjust the Service Fees in accordance with the changes in the Statistics Sweden's (Sw. Statistiska Centralbyrån) Labour Cost Index for non-manual workers (LCI non-man) preliminary index, SNI 2007 class J (Information- and communication companies). Atlar shall inform the Customer of such changes in a timely manner.

6.5   All Service Fees are stated exclusive of VAT and other taxes and charges, unless otherwise stated in the Order.

7. Ownership Interests

7.1   Atlar retains full and unrestricted ownership (all right, title and interest, including to all related IP Rights) of the Atlar Software, the Documentation, and any modification or copy thereof. No ownership in IP Rights to the Atlar Software, Atlar Software, the Documentation or any copy thereof are transferred or assigned to the Customer under this Agreement.

8. Limited Warranty and Remedy

8.1   Atlar hereby warrants that the Atlar Software will conform in all material respects to the functional specifications set forth in the Order.

8.2   If Atlar breaches the warranty set forth in Section 8.1 above, and provided that the Customer has notified Atlar of the breach promptly, and in any event within two weeks of the Customer's discovery of the breach, in writing of, Atlar may, in its discretion and its expense, take any of the following steps to remedy such breach: (a) repair the Atlar Software; (b) replace the Atlar Software with functionally equivalent solution (which solution will, on its replacement of the Atlar Software, constitute Atlar Software hereunder); or (c) if Atlar is unable to repair or replace the Atlar Software as set forth in this Section 8.2 within a commercially reasonable period of time, terminate this Agreement and, provided that the Customer fully complies with its post-termination obligations as set forth herein, promptly refund to the Customer the Service Fees paid for the period the Atlar Software did not conform with the functional specifications set forth in the Order. To be eligible to receive the foregoing remedies, the Customer must be in compliance with all terms and conditions of this Agreement (including but not limited to the payment of all Service Fees then due and owing). This section sets forth Atlar's entire obligation and liability for any breach of the warranty set forth in section 8.1.

8.3   The limited warranty set forth in this Section 8 is exclusive and in lieu of all other conditions and warranties for the Atlar Software. Atlar make no other conditions or warranties, whether expressed, implied, statutory or otherwise, and expressly disclaim all other conditions and warranties, including but not limited to implied conditions or warranties of merchantability, fitness for a particular purpose for the Atlar Software, to the fullest extent permitted by applicable law.

9. Limited Infringement Indemnity

9.1   The Customer shall promptly notify Atlar in case a claim, suit or proceeding is brought against the Customer, based on a claim that the use of the Atlar Software furnished by Atlar under this Agreement constitutes an infringement of any third party Intellectual Property Right, and allow Atlar, at its sole discretion, to take part and assist in the handling of such claim, including the defence of any suit or proceeding.

9.2   Subject to the Customer complying with its obligations under Section 9.1, Atlar shall compensate the Customer for actual damages awarded to such third party under a final judgement by a competent court under such a suit or proceeding as a direct result of the Atlar Software being held to constitute an infringement of such third party's Intellectual Property Right. For the avoidance of doubt, Atlar shall have no obligation hereunder to the extent the claim is based on:

   (a)   the combination or use of the Atlar Software with other software or hardware not furnished or recommended by Atlar in the Documentation, where the Atlar Software would not otherwise itself be infringing;
   (b)   any modification or alteration of the Atlar Software other than by Atlar;
   (c)   any use of the Atlar Software by the Customer for any purpose other than as stipulated by this Agreement; or
   (d)   the use of the Atlar Software in connection with or in an application for which it was not designed or intended, as evidenced by its associated Documentation, where such infringement would not have occurred otherwise.

9.3   Furthermore, in event that the use of the Atlar Software in such suit or proceeding is held to constitute an infringement and its further use is enjoined, Atlar shall, at its own expense and at its option, either

   (a)   modify the Atlar Software so that it becomes non-infringing without materially detracting from function or performance, or
   (b)   secure for the Customer the right to continue the use of the Atlar Software by procuring a license or other right of use thereof for the Customer.

9.4   If, in the reasonable opinion of Atlar, none of these measures should be technically, commercially or financially reasonable, then either party may terminate this Agreement as to the infringing software immediately on notice and Atlar shall refund the aggregate amount of Service Fees paid hereunder in respect of the affected part of the Atlar Software.

9.5   The obligations of Atlar expressly set out in this Section 9 constitute the only obligations of Atlar with respect to infringements of any IP Rights of third parties.

10. Limitation of Liability

10.1   Each party's aggregate liability under this Agreement shall in the absence of intent, wilful misconduct, or gross negligence by a party be limited to an amount equal to the total amount of Service Fees paid by the Customer to Atlar during the twelve (12) month period immediately preceding the date upon which the facts underlying the claim first arose. For clarity, the limit of liability in the preceding sentence is cumulative and not per-incident.

10.2   Notwithstanding anything to the contrary, there shall be no liability for either party towards the other for any claims of loss of data, loss of production, loss of profit, loss of use, loss of contracts or for any other consequential, economic or indirect loss that arise out of or in relation to the subject matter of this Agreement.

11. Force Majeure

11.1   Each party shall be relieved from liability for failure to perform any of its obligations under the Agreement, during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the control of such party, including but not limited to war, civil war, government restrictions, fire, strike, lock-out, embargoes, shortage, delay or interruption of data traffic, Internet access or other communication or external networks, or other circumstances of similar importance (a "**Force Majeure Event**").

11.2   A party wishing to invoke a Force Majeure Event shall give immediate written notice to the other Party of the commencement and the cessation of a Force Majeure Event. Both parties shall use reasonable endeavours to prevent and reduce the effect of any non-performance of the Agreement caused by a Force Majeure Event. A Force Majeure Event affecting a subcontractor of Atlar shall be considered as a Force Majeure Event affecting Atlar, provided that the circumstances as such constitutes a Force Majeure Event according to this Section 11.

11.3   If a party is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than one (1) month, the other party shall be entitled to terminate the Agreement with immediate effect. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of a Force Majeure Event.

12. Term; Termination

12.1   Each party may terminate this Agreement with immediate effect in case:

(a)   the other party fails to fulfil any of its obligations under this Agreement, provided such failure is of material importance to the non-breaching party and the other party has failed to perform rectification not later than thirty (30) days following written notice thereof; or

(b)   in case of circumstances which are likely to substantially affect the other party's ability to carry out its obligations under this Agreement, including but not limited to, the other party's insolvency, bankruptcy, moratorium, receivership, liquidation, reorganization (excluding internal reorganisation of Affiliates) or any kind of arrangement between debtor and creditors; or

(c)   the other party repeatedly has failed to fulfil its obligations under this Agreement even if it has cured the failure according to (a) above, and this repeated failure is of material importance to the non-breaching party.

12.2   Upon the expiration or termination of this Agreement, all rights and licenses granted to the Customer hereunder will terminate and the Customer shall immediately cease all access and use of the Atlar Software, and each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that the obligations in Section 14 shall survive. Furthermore, if a provision of this Agreement states or clearly implies in the context of other surviving provisions, that it should survive any termination or expiration of this Agreement for a specified period, then that provision shall survive to the extent of such specified period.

13. Personal Data and Data Privacy

13.1   The parties acknowledge that Atlar may process Personal Data on behalf of the Customer (as Data Controller) in connection with the provision of the Atlar Software under this Agreement. The parties shall therefore execute the attached Data Processor Agreement prior to the commencement of the Atlar Software services, Schedule 2 (*Data Processor Agreement*).

14. Confidentiality

14.1   For the purposes of this Agreement, "**Confidential Information**" of a party means all information or materials disclosed (whether in written, electronic or oral form) or otherwise provided by such party ("**Disclosing Party**") to the other party ("**Receiving Party**") including but not limited to either party's business, customers, technology, know-how or IP Rights disclosed for the purposes of or in connection with this Agreement that (a) are marked or otherwise identified as confidential or proprietary, or (b) should reasonably be considered confidential because of its nature and the manner of its disclosure. "Confidential Information" does not include that which (i) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party, in each case as evidenced by the Receiving Party.

14.2   The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to its Affiliates and its Affiliates' employees, consultants, officers, representatives, advisers, subcontractors, investors, lenders, or potential investors who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to non-use and non-disclosure) no less strict than those required by the Receiving Party for its own comparable Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Any copies of the Disclosing Party's Confidential Information shall be identified as belonging to the Disclosing Party.

14.3   This Agreement will not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order, other legal or regulatory obligation or by a governmental or regulatory authority provided that, in such event, the Receiving Party shall (where legally permitted) promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Each party shall promptly advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party or breach of the confidentiality obligations herein of which the notifying party becomes aware.

14.4   Each party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as Receiving Party) acknowledges and agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

14.5   Upon the expiration or termination of this Agreement for whatever reason, each party (as Receiving Party) shall as soon as reasonably practicable, at the Disclosing Party's discretion, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party of which the Receiving Party is aware and to which it has access and is reasonably able to destroy or delete and is embodied in tangible (including electronic) form, and, at the option of the Disclosing Party, certify in writing to the Disclosing Party that all such Confidential Information has been returned or destroyed. For the avoidance of doubt, the foregoing obligation to return or destroy Confidential Information does not include (i) archived backup electronic copies that are not in live production or working use and that are no longer accessible or retrievable, or (ii) any information a party may otherwise be required to retain for regulatory, archival or legal purposes.

14.6   Each party agrees that the terms and conditions, and the existence of this Agreement, shall be treated as Confidential Information of the other party; provided that each party may disclose the terms and conditions of this Agreement: (i) as required by judicial order or other legal or regulatory obligation or by a governmental or regulatory authority, provided that, in such event, the party subject to such obligation shall promptly notify the other party to allow intervention (and shall cooperate with the other party) to contest or minimize the scope of the disclosure (including application for a protective order); (ii) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder; (iii) in confidence, to legal counsel; (iv) in confidence, to accountants, banks, and financing sources and their advisors; and (v) to a party's Affiliates and its employees; (vi) in confidence, in connection with the

enforcement of this Agreement or any rights hereunder; and (vii) in confidence (on a counsel-only basis), to outside counsel for a third party which plans to acquire all or substantially all the equity or assets of, or to merge with, such party, in connection with a "due diligence" investigation for such a transaction.

15. Announcement

15.1   Atlar may refer to the Customer as an Atlar customer in sales presentations, marketing materials, and activities.

16. Miscellaneous

16.1   Notices. Any notice request, instruction or other document to be issued by either party shall be delivered personally, sent by email or sent by pre-paid first class post to the other party's registered office from time to time or other or any such address as may be notified by a party to the other. A copy of any notice delivered personally or by post shall also be delivered by email (with a copy by email, to any email addresses as shall be notified in writing from time to time).

16.2   Notices via email shall be delivered to each party's designated email address which shall be notified by that party from time to time.

16.3   A notice shall be deemed to be received if delivered personally at the time of delivery or if sent by post 5 Business Days after posting. A notice sent by email shall be deemed received when sent if: (i) it is validly addressed; and (ii) no bounceback email is received, provided that if the email is sent other than between 9am and 5pm (GMT) on a Business Day then it shall be deemed received between those times on the next Business Day.

16.4   Assignment. The Customer shall not be entitled to assign, sublicense, transfer or otherwise convey this Agreement or any of its rights hereunder to any third party, nor delegate any of its obligations hereunder to any third party, unless the written consent of Atlar shall first have been obtained, provided that no such consent shall be required for an assignment of this Agreement, together with all of the Customer's rights and obligations hereunder, to a successor corporation of the Customer as part of a merger, consolidation or sale of all or substantially all of the Customer's business and assets.

16.5   Any attempted or purported assignment, sublicense, transfer, conveyance or delegation by the Customer, without such prior consent (where required hereunder) having been obtained shall be void and a breach of this Agreement. Such consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and any successors and permitted assigns.

16.6   Waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

16.7   Amendments. No amendment to or modification of this Agreement shall be binding unless it (a) is made in writing, (b) specifically references this Agreement, and (c) is signed by a duly authorized representative of each of the parties.

16.8   Severability. In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

16.9   Dates and Times. All dates and times under this Agreement will be treated as dates and times as established under relevant law in Sweden.

16.10 <u>Headings</u>. The section headings used in this Agreement are intended for reference and shall not determine the construction or interpretation of this Agreement or any portion hereof.

16.11 <u>Entire agreement</u>. This Agreement, including all Schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, negotiations, agreements and understandings between the parties, both oral and written, regarding such subject matter.

17. Governing Law and Dispute Resolution

17.1 This Agreement, including clauses 17.2 and 17.3, and all acts and transactions pursuant hereto shall be deemed performed in and governed by the substantive laws of Sweden.

17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

17.3 All arbitral proceedings conducted pursuant to Clause 17.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.

Service Level Agreement (Schedule 1)

1. Service availability

1.1   Atlar strives to make the Atlar Software available for the Customer 24/7/365. Availability means that the Customer has access to the functionality in the Atlar Software ("**Availability**"). Necessary maintenance may cause loss of availability to the Atlar Software. Furthermore, errors or other incidents may cause loss of availability.

1.2   Atlar is entitled to stop the operation of the Atlar Software temporarily in order to perform planned or emergency maintenance. Such maintenance shall take place weekdays between 21.00 and 07.00 GMT and be notified to the Customer in advance. Atlar may, at most, stop operation of the Atlar Software in accordance with this section once every three months and will assume due care to ensure minimal impact on the Customer.

1.3   Atlar will not carry out maintenance during normal business hours, unless this is necessary due to unforeseen incidents or circumstances outside Atlar's control.

1.4   It is acknowledged by the Customer that, in order to function, the Atlar Software relies on access to the Customer's bank accounts and ERP system, and therefore the Customer undertakes to enable access to those bank accounts and ERP system to Atlar. Furthermore, the Customer acknowledges that Atlar cannot be held responsible for issues related to, nor guarantee Service Levels, of any third-party data source including but not limited to, the Customer's bank or ERP system.

1.5   "**Downtime**" is the time the Atlar Software is not available to the Customer. Downtime is calculated by Atlar in 5-minute intervals, where one such interval is considered Available if 95 % of all API requests within the interval are successful. Conversely, if less than 95 % of API requests are successful, the 5-minute interval is marked Unavailable. All API requests with response HTTP status code that are non-5xx are considered successful. Atlar measures HTTP status codes using logs from the Load Balancer of AWS, meaning full down-time of any API application would be correctly registered. For the avoidance of doubt, a 5-minute interval with no requests at all is considered Available. Scheduled or emergency maintenance as described in 1.2 and 1.3 and downtime caused by errors outside of Atlar's control according to 1.6, is not considered Downtime.

1.6   Atlar will continuously monitor the operation of the Atlar Software. Any Downtime is notified to the Customer promptly by our operations department as soon as Downtime is noticed, whereby a case is created and troubleshooting is started.

1.7   Any Downtime caused by events in Section 11.1 in this Agreement or any issues or errors caused by the Customer, the Customer's bank, or general internet or connectivity issues not caused by Atlar will not be counted as Downtime of the Atlar Software.

1.8   Atlar offers SLA credits for Downtime caused by circumstances within Atlar's control (except planned or emergency maintenance) in accordance with the table set out below. If the Atlar Software Availability during a calendar month falls below 99.7 % due to circumstances within Atlar's control, the Customer is entitled to reimbursement of parts of the payments made for the Atlar Software during the same calendar month in accordance with the table below:

Availability in percent of 24/7 in the relevant month	Reduction in the fees for the relevant month
Availability better or equal to 99.7 %	0 %
Availability better or equal to 99 %	5%
Availability better or equal to 98 %	15%
Availability better or equal to 95 %	20%
Availability below 95 %	25%

1.9 The SLA Credits shall be the exclusive remedy for Downtime and the Customer is not entitled to claim other compensation or damages as a result of lack of Availability of the Atlar Software or due to other incidents, errors or any Downtime in the Atlar Software.

1.10 Standardized refunds, to which the Customer is entitled, shall be settled at the end of the current payment period.

2. System requirements

2.1 The Atlar Software requires high speed internet access. The Atlar Software uses modern technology that requires the use of modern browsers.

3. Security

3.1 Atlar undertakes to ensure the integrity and security of Customer Data residing in the Atlar Software by leveraging modern technologies and security mechanisms as could be expected by an expert company in the same field as Atlar.

3.2 Atlar undertakes to take appropriate actions to make sure servers used to operate the Atlar Software are virus-free. In case of virus attacks Atlar will immediately take necessary actions in order to seek to limit the damage and commence error correction, which may include restoring back-up from a previous back-up point. Atlar will as soon as possible seek to find and isolate the source of the virus attack and adjust the safety routines in order to prevent additional damage. If the virus problem is caused by the Customer, directly or resulting from Customer Data, then the Customer shall pay for Atlar's work in connection with the virus attack on a time and material basis, based on Atlar's then current hourly rates.

4. Backup of data

4.1 The Customer is responsible for customary back-up of its data, in addition to the backup of Customer Data to be made by Atlar hereunder.

4.2 Subject to the Customer's general responsibility to back-up its data, Atlar performs continuous back-up of Customer Data to ensure data integrity.

4.3 Atlar shall restore lost data due to errors in the Atlar Software based on the last available backup.

5. Incident response

5.1 Atlar shall address the incidents reported by the Customer promptly. The Customer will report incidents using Atlar's standard incident notification procedures. Incidents shall be classified as follows:

(a) **P1** – Critical: Service not accessible. Major functionality not available or not functioning properly with no workaround possible.
(b) **P2** – High: Major functionality not available or not working properly, but a workaround is possible.
(c) **P3** – Medium: Usability issues making the Service more difficult to use, or minor functionality not available, but not preventing the Customer from using the Service.
(d) **P4** - Low: Cosmetic errors or errors that to a limited extent prevent the Customer from using the Service.

5.2   Upon receipt of the Customer's report, Atlar will respond to the Customer with a confirmation that the report is received.

5.3   Response time is the time from Atlar receives the Customer's incident report and until Atlar starts work with resolving the incident. Resolution time is the time from Atlar starts working with resolving the incident and until the incident has been resolved. An incident is resolved when Atlar has corrected the fault (if possible) or when Atlar has provided instructions for a workaround that reduce or eliminate the effect of the incident.

5.4   Response time and resolution time is calculated during weekdays 08.00 until 17.00 GMT with the exception of public holidays in Sweden (the "Basis Period").

5.5   Depending on the severity of the incidents, the following target timeframes apply:

Severity	Response time (calculated during Basis Period)	Target resolution time (calculated during Basis Period)
P1 – Critical	2 hour(s)	4 hour(s)
P2 – High	4 hour(s)	8 hour(s)
P3 – Medium	8 hour(s)	24 hour(s)
P4 – Low	16 hour(s)	By Atlar's sole discretion

5.6   For the avoidance of doubt, the response time and resolution time set out in 5.5 are only target timeframes and Atlar shall not be liable towards the Customer for not adhering to the listed timeframes for the respective incident classification. For Availability and Downtime, the SLA Credits set out in section 1 applies.

6. Support services

6.1   Atlar will provide technical support services to the Customer. Support is available to appointed named users within the Customer's organization. Support is available through channels communicated by Atlar from time to time, such as email, chat, or similar channels commonly used by modern technology companies.

6.2   The intent of the support services is to enable the Customer to use the Service by informing whether certain functionality is present or how a certain task may be handled in the most effective way. Support does not cover general training or consulting service.

Data Processor Agreement (Schedule 2)

1. Introduction

1.1   This data processor agreement (the "**DPA**") sets out the Customer's rights and obligations as Data Controller, and Atlar's rights and obligations as Data Processor in relation to the performance of this Agreement regarding the Atlar Software, as a result of which Atlar may process personal data as well as other information on behalf of the Customer.

2. Definitions

Unless the circumstances clearly indicate otherwise, definitions or terms used in this document shall be defined as set forth below and any term which is used in the GDPR and which is not stated below shall be defined as follows from Article 4 of the GDPR. Capitalised terms not otherwise defined in this Schedule 2 shall have the meaning ascribed to them in the Agreement.

Other Regulation	Means national laws which, from time to time, apply to Processing of Personal Data (excluding the GDPR).
Processing	Means an operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
GDPR	Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data ("EU GDPR")' and the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR").
Instruction	Means the instructions which the Customer gives to Atlar within the scope of this DPA.
Personal Data	Means any information relating to an identified or identifiable natural person, whereupon an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or online identifiers, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
Controller	Means a natural or legal person, public authority, institution, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union law or

	Member State law, the Controller or the specific criteria for its nomination may be provided for by Union law or Member State law.
Processor	Means a natural or legal person, public authority, institution, or other body which processes Personal Data on behalf of the Controller.
Personal Data Breach	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed.
Data Subject	Means the living natural person who is alive and whose Personal Data is Processed.

3. Documents

3.1   The DPA comprises this document and the appended Instruction. In the event of any contradictions between this document and the Instruction, this document shall take precedence, unless otherwise specifically stipulated or clearly indicated by the circumstances.

4. Generally regarding the Processing of Personal Data

4.1   The Customer is the Controller of the Personal Data which is Processed within the scope of the Agreement. Atlar is regarded as the Processor on behalf of the Customer.

4.2   Atlar has provided sufficient guarantees that it shall take suitable technical and organisational measures to ensure that the Processing of Personal Data meets the requirements of the GDPR and any Other Regulation, and ensures protection of the rights of the Data Subject.

4.3   Taking into consideration the nature of the Processing, Atlar shall assist the Customer by taking suitable technical and organisational measures, to the extent possible, to enable the Customer to perform its obligation to respond to requests regarding the exercise of the Data Subject's rights in accordance with Chapter III of the GDPR.

4.4   If Atlar believes that the Instruction or other instruction or notification from the Customer would conflict with the GDPR or any Other Regulation, Atlar shall be entitled to notify the Customer and defer the Processing in question.

5. Purpose and type of Personal Data, etc.

5.1   The Instruction shall, inter alia, state the subject of the Processing, the duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, and categories of Data Subjects.

6. Atlar's personnel, etc.

6.1   Atlar, its employees, and other persons who perform work under Atlar's supervision and who gain access to Personal Data belonging to the Customer may only process such Personal Data on the Customer's instruction, unless such person is obligated to do so pursuant to Union law or Swedish national law.

6.2   Atlar shall ensure that its employees and all other persons for whom Atlar is liable and who are authorised to process Personal Data covered by this DPA have undertaken to maintain confidentiality (unless such person is subject to an appropriate statutory confidentiality obligation).

7. Security

7.1   Atlar shall take measures to satisfy the requirements with respect to information security under Article 32 of the GDPR and otherwise in accordance with this Agreement.

7.2   Taking into consideration the type of Processing and the information which Atlar has, Atlar shall assist the Customer in ensuring that the obligations regarding security can be satisfied in a manner which follows from Article 32 of the GDPR.

7.3   In conjunction with the assessment of an appropriate security level, particular consideration shall be given to the risks which follow from the Processing, particularly resulting from unintentional or unlawful destruction, loss, or modification, from unauthorised disclosure, or from unauthorised access to the Personal Data which is transferred, stored, or otherwise processed.

8. Personal Data Breach and Disclosure Requests

8.1   Taking into consideration the type of Processing and the information available to Atlar, Atlar shall assist the Customer in ensuring that the obligations arising due to any Personal Data Breach can be fulfilled in a manner as required in Articles 33-34 of the GDPR.

8.2   If data subjects request information from Atlar regarding the processing of personal data, Atlar shall refer such request to the Customer without undue delay.

8.3   If competent authorities request information from Atlar regarding the processing of personal data controlled by the Customer, Atlar shall refer such request to the Customer without undue delay. Atlar may not in any way act on behalf of, or as a representative of, the Customer and may not, without prior instructions from the Customer, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party, unless otherwise provided by Swedish or European law, judicial- or administrative decisions.

8.4   In the event Atlar, according to applicable Swedish or European laws and regulations, is required to disclose personal data that Atlar processes on behalf of the Customer, Atlar shall be obliged to inform the Customer thereof immediately, unless otherwise provided by Swedish or European law, judicial- or administrative decisions, and request confidentiality in conjunction with the disclosure of the requested information.

9. Impact assessment and prior consultation

9.1   Taking into consideration the nature of the Processing and the information which is available to Atlar, Atlar shall assist the Customer in fulfilling its obligations, if any, to conduct an impact assessment and/or prior consultation with a supervisory authority pursuant to Articles 35 and 36 of the GDPR.

10. The Instruction

10.1   Atlar may only process the Personal Data which is covered under this DPA on the documented Instructions (including in respect of transfers of Personal Data to a third country or an international organisation, provided such Processing is not required pursuant to EU law, UK law or the national law of an EU Member State to which Atlar is subject and, in such case, Atlar shall inform the Customer of the legal requirement before the data is Processed, unless such information is prohibited with reference to an important public interest under relevant national law).

10.2   The Customer confirms that the obligations of Atlar set out in this DPA, including the Instruction, constitutes the full and complete instructions to be followed by Atlar. Any changes to the Data Controller's instructions shall be negotiated separately and, to be valid, documented in writing in the Instruction and duly signed by both Parties, with the exceptions of instructions that the Customer shall have the right to provide due to changes in applicable laws.

10.3   The Customer shall be entitled to update the Instruction from time to time with no less than 3 months prior written notice to Atlar. Atlar shall be entitled to compensation for additional costs incurred if the Customer modifies the Instruction. If Atlar, in its sole discretion, considers that it is not possible or not commercially reasonable to adapt the Atlar Software in a manner which would be required in order to adhere to the updated Instruction, Atlar shall promptly notify the Customer thereof and may terminate the Agreement without incurring any liability with no less than 1 month's notice.

11. Sub-processors

11.1   Atlar may engage third parties to process Personal Data on behalf of the Customer (**"Sub-processors"**)

11.2   If Atlar engages a new Sub-processor, Atlar will inform the Customer of the engagement no later than thirty (30) days in advance. The Customer may object to the engagement of a new Sub-processor within fourteen (14) days by informing Atlar of the Customer's objection and the reasons for such objection. If Atlar believes that Customer's objection is reasonable, Atlar will engage with Customer in good faith to reach a mutually acceptable solution. If a mutually acceptable solution is not reached within thirty (30) days of Atlar informing Customer of the engagement of the new Sub-processor, Customer will have the right to terminate the Agreement.

11.3   Any sub-contracting or transfer of Customer Personal Data pursuant to this Addendum will not relieve Atlar of any liabilities, responsibilities and obligations to Customer under this Agreement and will remain liable for the acts and omissions of the Sub-processors.

12. Transfer to a third country

12.1   If Personal Data is to be transferred to a country outside of the EU/EEA, Atlar shall ensure that appropriate safeguards are provided in accordance with applicable data protection regulations. Such appropriate safeguards may include, but are not limited to, Atlar entering into a contract with a sub-processor based upon the EU Commission's standard contractual clauses for the transfer of Personal Data to a country outside the EU/EEA and implementing any additional technical, organizational and/or contractual measures that may be necessary to ensure an adequate level of data protection. A transfer of Personal Data to a country outside the EU/EEA may also be based upon a valid adequacy decision by the EU Commission.

13. Right to transparency

13.1   Atlar shall grant the Customer access to all information which is required and necessary to enable the Customer to verify compliance with the obligations which follow from Article 28 of the GDPR and to enable and assist in

audits, including inspections, which are conducted by the Customer or by an examiner authorised by the Customer. Atlar shall, at all times, be entitled to reasonable notice in the event the Customer wishes to exercise its right to conduct an audit or inspection and the Customer shall compensate Atlar for its costs incurred in connection with any such audit or inspection.

13.2   Audit rights granted in this DPA shall apply to Atlar's cloud hosting sub-processor (currently Amazon Web Services EMEA SARL (AWS Europe)) only to the extent such audit rights are granted by such sub-processor to Atlar. Atlar shall further share audit reports, and similar supporting material, from such sub-processor with the Customer to the extent permissible.

14. Records of Processing activities

14.1   Atlar shall maintain an electronic record regarding all categories of Processing activities carried out on behalf of the Customer in accordance with the GDPR.

15. Compensation

15.1   Unless otherwise stated herein, Atlar shall not receive compensation for measures which it takes in respect of Processing of Personal Data in accordance with the DPA or as a consequence of the DPA otherwise.

16. Liability

16.1   Each Party's liability, taken together in the aggregate, arising out of or related to these terms, is subject to the limitations and exclusions of liability contained within the Agreement. The Parties are aware that the limitation of liability shall not apply: (i) in the event the supervisory authority or a court orders any of the Parties to pay an administrative fine; (ii) a Party has a right of subrogation against the other Party because such Party was ordered to pay an administrative fine which legitimately (or through joint and several liability) should have been imposed on the other Party; or (iii) in conjunction with a claim for damages brought by a Data Subject.

17. Termination of the DPA

17.1   This DPA shall remain in force for as long as the Agreement remains in force and Atlar processes personal data on the Customer's behalf.

17.2   When Atlar discontinues Processing Personal Data on behalf of the Customer, Atlar shall upon the Customer's written notice, destroy and erase all Personal Data which is associated with the DPA.

17.3   Following termination of the DPA, Atlar shall not be entitled to save any Personal Data belonging to the Customer and, as soon as Atlar has complied with the provisions of subsection 17.1 above, Atlar's right to process or otherwise use Personal Data belonging to the Customer shall cease (provided storage of Personal Data is not required pursuant to national law or Union law, or Atlar has legal grounds to process relevant Personal Data).

18. Confidentiality

18.1   Section 14 (*Confidentiality*) of the Agreement shall apply mutatis mutandis to this DPA.

19. Governing law and Jurisdiction

19.1   Section 17 (*Governing law and dispute resolution*) of the Agreement shall apply to this DPA.

Appendix: Instruction

The following document is the Instruction. Definitions used in this Instruction shall have the same meaning as in the DPA, unless the circumstances clearly indicate otherwise.

1. Sub-processors

1.1   The list of Sub-processors shall be updated by Atlar from time to time, in accordance with Section 11.1 of this DPA, and can be found [here](#).

2. Processing of Personal Data

2.1   Categories of Personal Data

Atlar shall Process the following categories of Personal Data:

- Financial data received directly from the Customer or from the Customer's bank(s). Including, but not limited to, bank account identifiers, and transactional data.
- Personal identifiers or contact details received directly from the Customer or from the Customer's bank(s). Including, but not limited to, name, email, telephone numbers, address and national identifiers.

2.2   Categories of Processing

Processing of financial data and Personal Data, received from the Customer's bank and / or directly from the Customer, for the provision of the Atlar Software and the products specified in the Order, including but not limited to, customer-specific optimization of the SaaS Solution and anonymization of Personal Data. Processing of data and Personal Data, received from the Customer's own employees, consultants and equivalent personnel in the context of customer support communications.

2.3   Categories of Data Subjects

The following categories of Data Subjects are included:

- Current or prospective customers of the Customer's services
- The Customer's vendors
- The Customer's personnel

2.4   Purpose of each Processing activity

The purpose of each Processing activity is as follows:

- Provision of the Atlar Software as described in the Order.

3. Security measures

3.1   Technical and organisational security measures

Atlar shall take the following technical and organisational security measures:

Confidentiality (Article 32 Paragraph 1 Point b GDPR)

- Physical Access Control: No unauthorised access to data processing facilities, e.g.: magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video/CCTV Systems

- Electronic Access Control: No unauthorised use of the data processing and data storage systems, e.g.: (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media
- Internal Access Control (permissions for user rights of access to and amendment of data): No unauthorised reading, copying, changes or deletions of Personal Data within the system, e.g. rights authorisation concept, need-based rights of access, logging of system access events
- Isolation Control: The isolated Processing of Personal Data, which is collected for different purposes
- Pseudonymisation (Article 32 Paragraph 1 Point a GDPR; Article 25 Paragraph 1 GDPR): Processing of Personal Data in such a method/way, that the Personal Data cannot be associated with a specific Data Subject without the assistance of additional Information, provided that this additional information is stored separately, and is subject to appropriate technical and organisational measures.

Integrity (Article 32 Paragraph 1 Point b GDPR)

- Data Transfer Control: No unauthorised reading, copying, changes or deletions of Personal Data with electronic transfer or transport, e.g.: Encryption, Virtual Private Networks (VPN)
- Data Entry Control: Verification, whether and by whom personal data is entered into a data processing system, is changed or deleted, e.g.: Logging, Document Management

Availability and Resilience (Article 32 Paragraph 1 Point b GDPR)

- Availability Control: Prevention of accidental or wilful destruction or loss, e.g.: Backup Strategy (online/offline; on-site/off-site), Uninterruptible Power Supply (UPS), virus protection, firewall, reporting procedures and contingency planning
- Rapid recovery (Article 32 Paragraph 1 Point c GDPR)

Procedures for regular testing, assessment and evaluation (Article 32 Paragraph 1 Point d GDPR; Article 25 Paragraph 1 GDPR)

- Data Protection Management
- Incident Response Management
- Data protection by Design and Default (Article 25 Paragraph 2 GDPR)

3.2   Storage minimisation

Unless the GDPR or other applicable law mandates Atlar to do otherwise, Personal Data will be culled as follows:

- All Customer Data shall be removed promptly upon termination of the Agreement
- All Customer Data related to a specific bank account shall be removed upon the Customer's instruction to remove that data
- Personal Data related to a User shall be removed promptly upon termination of the Agreement