

Zwapgrid

TERMS OF SERVICE

Last Updated: 2025-09-01

1. INTRODUCTION

1.1 Zwapgrid operates a service where companies transfer data between systems in a smart and cost-effective way. One of its products is API.1 by Zwapgrid, a solution for communicating with multiple systems connecting to just one single API.

1.2 The Client offers a system (the "Platform"). The Client wishes to integrate the Zwapgrid's services into the Platform, offering the Customers the possibility of seamless integration and connectivity between systems. Therefore, the Parties have agreed to co-operate according to the terms and conditions of this Agreement.

1.3 Any appendix to this Agreement shall form an integral part of the Agreement. In case of any inconsistencies between this main document and its appendices, or between the appendices, the following order of precedence shall apply:

- a) Business Appendices (as defined below), where a newer Business Appendix shall take precedence over an older Business Appendix in the order they were entered;
- b) the Data Processing Agreement (as defined below);
- c) this main document and
- d) all other appendices take precedence over each other according to their indexation.

2. DEFINITIONS

2.1 In addition to the defined terms above, the following terms shall have the meanings stated below:

Business Appendix	An appendix to this Agreement, setting out the terms and conditions for the Service or an Additional Service.
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, b) information which a Party can show was in its possession before receiving it from the other Party, c) information which a Party receives from a third party not bound by confidentiality undertakings, or d) which is independently developed by the other Party.

Contact Person	The representative of each Party named as “Contact Person” in initial section under "Client" (or a duly appointed and presented replacement of such person). Each Contact Person is authorized to enter into Agreements with the other Party regarding the subject matters of this Agreement.
Data Processing Agreement	The data processing agreement attached to this Agreement as Appendix 3.
Defect(s)	Has the meaning set out in Section 5.3
Fees	Any fees payable by Client to Zwapgrid.
SCC	The Arbitration Institute of the Stockholm Chamber of Commerce.
Services	Any service which the Parties under a separate Business Appendix have agreed shall be offered by Partner to the Subscribers.
SLA	The service levels (including support) set out in Appendix 2.
Website	Zwapgrid.com, Zwapgrid.se and any other Zwapgrid-domain.

3. THE SERVICE

3.1 Zwapgrid hereby agrees to provide the Services as set out in the applicable Business Appendices. At the outset of this Agreement, the Parties have agreed on the Service set out in Appendix 1.

3.2 Zwapgrid shall provide the Services in a professional manner as can be expected by a reputable provider of similar services and always in accordance with these Agreement and applicable law.

3.3 The Services may require that Zwapgrid uses sub-contractors for parts of the Services from time to time. Zwapgrid shall be liable for the performance of such sub-contractors as it is for its own performance.

4. CLIENT’S UNDERTAKINGS

4.1 The Client may only use the Services in accordance with this Agreement (including the agreed purpose of the Services) and agrees not to use or offer the Services in ways which will cause harm to Zwapgrid or third parties (for example, through mass calls or dissemination of computer viruses) or violate this Agreement, applicable law, regulation or ruling from a competent authority, or third-party rights. At the request of Zwapgrid, the Client undertakes to immediately stop and cease any use of the Services which causes such disruption, inconvenience, or violation.

4.2 The Service is intended for integration into the Platform only. The Client undertakes to make sure that its Customers respect Zwapgrid’s rights under this

Agreement, specifically (but not limited to) the Intellectual Property Rights. Zwapgrid reserves the right to limit, suspend, or terminate a Customer's use of the Services if the use causes or may cause harm to Zwapgrid or third parties, or if it violates this Agreement, applicable law, regulation or ruling from a competent authority, or third-party rights. Zwapgrid shall inform Client promptly in the event of such limitation, suspension, or termination. Such limitation, suspension, or termination shall, if deemed reasonable and proportionate hereunder, not constitute a breach of this Agreement by Zwapgrid and shall not relieve the Client of any obligation to pay Fees applicable to the Client.

5. SERVICE LEVELS, SUPPORT AND DEFECTS

5.1 Applicable service and support levels for the Services are set out in Appendix 2 - SLA.

5.2 The Client is aware and agrees that the Services may from time to time contain minor bugs and errors. The Client understands and agrees that software completely free of errors cannot be attained within the software industry and that such bugs and errors shall not entitle the Client or the Customers to compensation except as set out in Appendix 2 - SLA.

5.3 Zwapgrid is not responsible for deficiencies, errors, bugs, or other malfunctions in the Services (each a "Defect") which are caused by, derived from or attributable to (i) the Client, the Platform or its Customers' IT-environments, (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), or (iii) virus or other external attack on the Client's or its Customers IT-environment.

6. FEES

6.1 For each Service, Client shall pay Zwapgrid the Fees agreed to in the Business Appendices. Zwapgrid has the right to change these prices at each renewal of the Agreement.

6.2 All Fees are net of VAT and other taxes and charges and payable in the currency set forth in the Business Appendix.

6.3 Payment shall be made by credit card at first day of each month. As a backup invoices can be sent and shall be paid 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, service charges, debt collection and interest on overdue payment according to law. If Client objects to an invoice, the Client must still pay the undisputed part of the invoiced amount on time.

6.4 Any refund of Fees or other payments received by Zwapgrid from Client as well as any compensation which Zwapgrid is liable to pay to the Client, shall to the extent possible be settled against upcoming invoices.

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

6.6 Late payments with more than 15 days is considered material breach of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Through the proper performance of its obligations under this Agreement, Client receives a non-exclusive, non-transferable, and non-assignable license to use the Services in accordance with the conditions specified in this Agreement and to sub-license such Services to its Customers as part of the Platform.

7.2 Zwapgrid's provision of the Services will not in any way mean that the copyrights, trademarks, or other intellectual property rights associated with or derived from the Services, Zwapgrid, or Zwapgrid's source code, software, applications, know-how or other material, has been transferred to the Client. All such intellectual property rights shall remain the exclusive property of Zwapgrid, provided however that Client shall have a royalty-free license without limitations in its use to the technical documentation pertaining to the Services.

7.3 This Agreement does not in any way mean that the copyrights, trademarks, or other intellectual property rights associated with or derived from the Client's products or services, or Client's source code, software, know-how or other material, has been transferred to Zwapgrid. All such intellectual property rights shall remain the exclusive property of Client.

7.4 Unless agreed to in applicable Business Appendix or otherwise authorized in writing by Zwapgrid, the Client may not modify, copy, alter, reverse engineer, or create derivate works of the Services, or Zwapgrid's source code, applications, know-how, or other material associated with the Services.

7.5 Each Party shall defend, indemnify, and hold the other Party harmless from and against claims by third parties against the other Party that the Services infringe on such third party's intellectual property rights, provided that the infringement is not the result of first Party's (or anyone for whom the Party is responsible for, such as (for Zwapgrid) subcontractors, improper use of the Services and provided further that the Client:

- a) immediately notifies the other Party in writing of the alleged infringement;
- b) does not agree to, permit, or settle any claims of alleged infringement without the prior written consent from the other Party; and
- c) allows the other Party to unilaterally defend, pursue and protect both Parties against the claim and gives the other Party all reasonable assistance in such actions.

8. LIMITATION OF LIABILITY ETC

8.1 Neither Party is liable for indirect, incidental, punitive, consequential, or similar costs or damages whatsoever.

8.2 Each Party's liability under this Agreement is limited to an amount equal to the total Fees paid by the Client to Zwapgrid during the three (3) months preceding the day when the claim for compensation was first presented to the liable Party. These limitations

in liability shall however not apply in case of intent, gross negligence, or when such higher liability is required by law, or for liability under Section 7.5.

8.3 Claims for compensation under this Agreement shall be presented to the liable Party within three (3) months from when the circumstance giving rise to the claim first became known to the injured Party.

9. FORCE MAJEURE

9.1 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, labour disputes, embargoes, war, riot, sabotage, extreme weather conditions, lightning, fire, explosion, flood, natural disaster, epidemic or other widespread disease, or cable disruption caused by a third party).

9.2 A Party excusing itself with reference to Section 10.1 above 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 may terminate this Agreement without any penalty or liability in accordance with Section 15.2 below.

10. CONFIDENTIALITY; PRIVACY AND INTEGRITY

10.1 The Parties agree not to disclose Confidential Information to third parties. This undertaking shall not prevent the reasonable disclosure on a need-to-know-basis to (i) employees, agents or representatives of each respective Party who are authorized by such Party to carry out tasks associated with the Services or (iv) subcontractor(s) to Zwapgrid, provided that such recipient(s) of Confidential Information is bound by a confidentiality obligation corresponding to this paragraph 10.

10.2 The provisions of this paragraph 10 shall not prevent any Party from disclosing Confidential Information if it is required by law, regulation or ruling from a competent authority.

10.3 The recipient of Confidential Information shall use this information only for its intended purpose.

10.4 The undertakings in this Section 10 will remain valid for the duration of this Agreement until the Confidential Information no longer is confidential.

10.5 Notwithstanding the other provisions of this Section 10, each Party is entitled to communicate the partnership under this Agreement, including reference to the other Party, and to use it in its marketing activities, provided however that such communication or presentation does not include any of the commercial terms of this Agreement.

11. PERSONAL DATA

11.1 The Parties have agreed on a Data Processing Agreement, Appendix 3 – Data Processing Agreement.

12. AUDIT AND COMPLIANCE

12.1 Each Party (or as the case may be, the Swedish Financial Supervisory Authorities) may, by itself or through a third party approved by other Party (such approval not to be unreasonably withheld), audit the other Party's compliance with this Agreement. If a Party uses a third party to carry out the audit, such third party may not be a competitor to the audited Party and must agree to a confidentiality undertaking for information obtained under the audit.

12.2 Unless the Parties agree otherwise or the audit is required for regulatory compliance, the audit shall take place during normal office hours and no later than thirty (30) days after the written request for such audit. The audit shall be carried out with respect to the audited Party's obligations or undertakings to third parties (including its customers) and may not intrude on, interfere with, or otherwise impair negatively on any such obligations and undertakings.

12.3 Each Party agrees to assist with any reasonable requests the other Party or its appointed auditor may have in connection with such audit. The Client shall bear all costs for such audit including any costs for third parties engaged by it for the audit provided however that to the extent the audit is unreasonably burdensome for the audited Party or if an audited Party is audited more than once a year, the audited Party shall be compensated for its reasonable costs, unless the audit finds material irregularities or deviations from this Agreement, in which case the audited Party shall compensate the auditing Party for its reasonable costs. Costs charged or incurred by subcontractors to Zwapgrid for audits of such subcontractor's performance shall be borne by the Client. For the avoidance of doubt, any information disclosed by or otherwise collected from the other Party under such audit, shall be deemed "Confidential Information" under this Agreement.

13. NOTICES

13.1 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 Contact Person as specified below in the introduction. 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 if and when the content of such e-mail is recognized by the receiving Party.

14. TERM; TERMINATION; SUSPENSION

14.1 This Agreement shall enter into force when signed by both Parties and can be terminated by Client with one (1) month(s) written notice.

14.2 Zwapgrid may limit or suspend Client's access to the Service if the Client is in material breach of this Agreement and if continued access to the Service may cause significant harm to Zwapgrid or third parties, or if the use of the Services violates this Agreement, applicable law, regulation. Zwapgrid shall inform Client promptly in the event of such limitation or suspension.

14.3 If the Client has no activity that generates Fees for a period of two (2) consecutive months, Zwapgrid reserves the right to close and delete the Client's account without prior notice.

15. MISCELLANEOUS

15.1 This Agreement (including its appendices) represents the entire understanding and Agreement between the Parties with respect to the subject matter hereof and supersedes all prior Agreements (oral or written) with respect to the same matters.

15.2 This Agreement may only be amended by an instrument in writing duly executed by the Parties.

15.3 Except for as otherwise provided for in this Agreement, no Party may assign, transfer, or pledge its rights and obligations under this Agreement to another Party without the written consent from the other Party. Notwithstanding the foregoing, each Party may assign this Agreement to a company within the same group in connection with its merger, reorganization, or sale of substantially all of its assets, provided that the assignee is of equal or better financial standing than the original Party.

15.4 If any provision of this Agreement, including any appendix thereto, is deemed to be illegal, invalid, or unenforceable, the Agreement shall remain in force and the provision (and/or, to the extent necessary, any other provisions of the Agreement) be amended, adjusted, or interpreted in a way which as closely as reasonable possible reflects the Parties original intention of the Agreement.

15.5 No delay or omission by either Party to exercise any right or power arising from the other Party's non-performance or breach shall be construed as a waiver of that right.

15.6 Neither Party has the right to bind or act for the other as agent or in any other capacity except as expressly provided for in this Agreement. The relationship under this Agreement shall not create any legal partnership, franchise relationship, or other form of similar legal association between the Parties.

16. APPLICABLE LAW AND DISPUTES

16.1 This Agreement is governed by the substantive law of Sweden.

16.2 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 SCC. Unless the Parties agree otherwise, the seat of arbitration shall be Stockholm and the language to be used in the proceedings shall be Swedish. The Rules for Expedited Arbitrations shall apply, unless

the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, in its discretion determines that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one (1) or three (3) arbitrators.

Appendix 1, Business Appendix

Any defined terms in this Business Appendix shall have the meaning attributed to it under the Agreement for API.1 Services between Zwapgrid AB and Client or below.

Title of this order: **Pay as you go - Explore Edition of API.1 with up to three (3) different ERP Systems.**

Description API.1 Explore Edition by Zwapgrid (the “Service”) with functionality and limitations as described on the Company website.

By integrating the Service into the Platform, the Client will be able to offer its Customers the possibility for seamless communication between the Platform and other systems.

API.1 Finance consists of the following main entities:

1. **Sales Invoices:** Get invoices in one unified way from the API of several SME Financial systems.
 - 1.1. **Update Payment** information on these invoices
 - 1.2 **Post Journals** for these invoices
- 2 **Supplier Invoices:** Get Supplier invoices in one unified way from the API of several SME Financial systems.
- 3 **Account/Trial Balance:** Get Account Balances in one unified way from the API of several SME Financial systems.
- 3 **Balance Sheet:** Get Balance Sheets in one unified way from the API of several SME Financial systems
- 4 **Income Statement:** Get Income Statements in one unified way from the API of several SME Financial systems

For updated information on entities please visit [API Guide](#)

Client will also have access to **Proxy.1** to the underlying accounting APIs, managing the complexities of authentication, maintenance, and updates. Proxy.1 allows you to provide a seamless onboarding experience for your customers, and Zwapgrid handles the technical burden of connecting to the accounting systems.

Included Systems For an updated list of systems and entities please visit <https://docs.zwapgrid.com/docs/systems-in-the-grid>

Fair Usage Policy rights and limitations Please see our policy at <https://docs.zwapgrid.com/key-concepts/fair-usage-policy>

Pricing setup This setup is designed to give the Client an opportunity to at low cost and without commitment start using API.1. Once the Client is more comfortable with type of data, volumes etc the agreement can be renegotiated and large discounts given depending on committed volumes, payment terms and data usage.

Engagement Fee (One Time), billed at time of order: € 0

Monthly Fee € 200

- Grace period free of charge: 30 days from signup date
- The fee will be charged by Credit Card at the beginning of each period

Price per additional Consent and month, charged monthly in arrears.	Number	Price / Unit
	1-50.	€9 per Consent
	51-500.	€7,2
	501-1000	€5,8

Explanation of term “Consent” Each company using API.1 must obtain explicit Consent from the end customer before sharing data. This Consent allows the sharing of data from Accounting Systems and/or files. As a client, you can always view, track, and revoke these Consents to manage data transfer permissions effectively.

Price per Invoice (Sales or Supplier invoice), billed monthly in arrears.	Number	Price / Unit
	1-500.	€ 0,7 per Invoice
	501-1.000	€ 0,63
	1001-2000	€ 0,57

Invoice list calls are not charged.

Appendix 2, Service Levels, Support and Defects

This Appendix is an appendix to the Partnership Agreement between Zwapgrid and Client (the “Agreement”). All capitalized words in this Appendix shall have the meaning given to them in the Agreement or in this Appendix.

1 DEFINITIONS

The following definitions apply in this Appendix:

Defect	deficiency, error, bug, or other malfunction in the Service.
Downtime	the number of minutes when a Service cannot be accessed minus Maintenance Windows and downtime due to reasons set out in Section 2.2.2 below.
Maintenance Windows	periods dedicated for software, hardware and infrastructure maintenance or similar.
Quarterly Uptime Percentage	total number of minutes in a calendar quarter, minus the number of minutes of Downtime in the same quarter, divided by the total number of minutes in the same quarter.

2 SERVICE LEVEL

2.1 General

2.1.1 For the duration of the Agreement, Zwapgrid shall ensure that the provision of the Services and its other activities shall meet such standards, including uptime of technical systems and support services, as can be expected taking into account the complexity and purpose of the Services.

2.1.2 Zwapgrid’s Services are available 24 hours a day, seven days a week.

2.2 Quarterly Uptime Percentage.

2.2.1 For the duration of this Agreement, and subject to any relevant Business Appendix, Zwapgrid guarantees a Quarterly Uptime Percentage for each Service of at least 99,5 percent.

2.2.2 Downtime directly or indirectly caused by, derived from, or attributable to (i) Client, (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 that could not reasonably be prevented.

2.2.3 If Zwapgrid does not meet the Quarterly Uptime Percentage, the Client is entitled to the following compensation.

Quarterly Uptime Percentage	Percentage of Quarterly Volume Fee to for relevant Service, to be credited on the next invoice to the Client
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98.00% – 99.50%	5%
95.00% - 98.00%	10%
< 95.00%	15%

3 MAINTENANCE/DEPLOYMENT WINDOWS

3.1 Zwapgrid has the right to limited availability of the Services to the extent necessary for maintenance or other technical or operational reasons. Every Sunday at 08:00–12:00 is reserved for such maintenance.

3.2 Zwapgrid continuously upgrades the Services. Such deployments may temporarily suspend the Service(s) for up to three minutes each at a maximum of two times per day.

3.3 Zwapgrid reserves the right to schedule planned maintenance outside of regular office hours, with a notice period of at least ten (10) days. Such maintenance may result in service unavailability for a duration of up to three (3) hours.

4 SUPPORT AVAILABILITY

4.1 Unless otherwise agreed to in an individual Business Appendix, the Client provides first line support regarding the Services to its Customers.

4.2 Zwapgrid's support includes a responsibility to ensure that the services are available in such a way that can reasonably be expected by its Clients. Support does not cover errors, defects, malfunctions, or interruptions caused by, derived from, or attributable to (i) the Client, (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, (iv) a third party, third party service or material, or links to third parties, or (v) a circumstance otherwise beyond Zwapgrid's control. Nor does support cover recovery of data lost due to such circumstances.

4.3 Zwapgrid support is open on normal business days 09:00–17:00 (CET+1), except for shortened work days and when Zwapgrid according to local or central agreement with employees is closed.

4.4 Support is provided over a chat function in or by e-mail at support@zwapgrid.com. Each support matter will be issued its own ticket to ensure traceability.

4.5 the Client agrees to promptly notify Zwapgrid of any Defect of which it becomes aware to Zwapgrid support at support@zwapgrid.com. The report shall contain a detailed description of the Defect and how it affects the Service(s). Zwapgrid will commence troubleshooting and correction of notified Defects as soon as possible. Material Defects which significantly affect the function of the Services will be prioritized over less severe Defects.

4.6 If Zwapgrid has reason to believe that the underlying reason for a support matter or Defect is due to a circumstance set out in Section 4.3 above, Zwapgrid will stop any troubleshooting or other action taken and inform the Client. Zwapgrid will not commence troubleshooting or other appropriate action before instructed to do so by the Client and before the Client has agreed to compensate Zwapgrid for the action(s) to be taken. If it turns out that the underlying reason for the support matter of Defect was not due to a circumstance set out in Section 4.2 above, the Client shall not be liable for the cost for undertaken actions.

Appendix 3, Data Processing Agreement

This Data Processing Agreement (the "DPA") has been entered into by Zwapgrid AB, a Swedish limited liability company with company reg. no. 559079-0100 ("Zwapgrid" or the "Processor") and the "Client".

Zwapgrid and the Client are hereinafter jointly referred to as the "Parties" and individually as a "Party".

1. Introduction of DPA

1.1 The Parties have entered into an agreement under which Zwapgrid will provide a service to the Client for the transferring data between systems in a smart and cost-effective way (the "Services"). The transferred data may include information which on its own or in combination with other information can be used to identify or otherwise relate to an identifiable living individual ("Personal Data").

1.2 This DPA, which is an appendix to the agreement for the Services between the Parties (the "Service Agreement"), sets out the rights and obligations of the Parties when Zwapgrid processes Personal Data (as defined below) on behalf of the Client.

1.3 For the avoidance of doubt, the Parties acknowledge that Zwapgrid will also process personal data attributable to the Client as data controller for administrative and commercial purposes. The processing of such personal data is regulated in the Service Agreement and not part of this DPA.

1.4 Terms beginning with capitalized letters shall have the meaning attributed to them in this DPA or in the Service Agreement, provided however that all terms shall always be interpreted and construed in accordance with 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 and any applicable national law thereunder, including any legislation which may supplement or replace such legislation in the future and relevant case law derived therefrom (jointly the "Data Protection Regulation").

2. Definitions

2.1 In addition to terms defined above, terms beginning with capitalised letters in this DPA shall have the meaning attributed to them in the Service Agreement or as stated below:

- a) "Associated Person" means any person which is granted access to the Services on the Client's behalf, such as employees, agents, representatives, or contractors;
- b) "Data Controller" shall have the meaning attributed to it under the Data Protection Regulation;
- c) "Data Subject" shall have the meaning attributed to it under the Data Protection Regulation;
- d) "Data (Sub-)Processor" shall have the meaning(s) attributed to it under the Data Protection Regulation;
- e) "Client Data" means personal data regarding the Client and the Client's Associated Persons submitted to Zwapgrid.
- f) "Personal Data" shall have the meaning attributed to it under the Data Protection Regulation;

- g) "Personal Data Incident" means any incidents of unlawful destruction, loss, alteration, or unauthorised disclosure of Personal Data;
- h) "Receiving System" means the system to which Transferred Data is to be delivered;
- i) "Sending System" means the system from which Transferred Data is to be collected;
- j) "Transferred Data" means any data Transferred in the Services by or to the Client or on the Client's behalf. Transferred Data may or may not include Personal Data, but Zwapgrid applies the same high privacy and security standards regardless. Data becomes Transferred Data when sent from the Sending System and ceases to be Transferred Data when received by the Receiving System.

3. Introduction

3.1 In order to provide the Services to the Client, Zwapgrid needs to collect, process, transfer, and store sensitive information related to the Client, its Associated Persons and Customers. In addition, data transferred to and from the Client in the Services can also include sensitive information. The Client is either Data Controller or Data Processor (or Data Sub-Processor) of Personal Data submitted to Zwapgrid by the Client, and Zwapgrid are either Data Processor (or Data Sub-Processor), of such data.

3.2 Between the Parties, the Client is solely responsible for the selection, collection, and submission of Client Data and Transferred Data to Zwapgrid. This means that the Client need to secure ownership of or lawful right or consent to such submission of Client Data and Transferred Data and that the Client is solely responsible for ensuring that all Personal Data included in the Client Data and Transferred Data has been obtained in accordance with the Data Protection Regulation and that any concerned Data Subjects concerned has been adequately informed about the type and character of the Personal Data and the purpose, duration, and frequency of its transfer.

4. General undertakings

4.1 Zwapgrid undertakes to process the Personal Data in accordance with this DPA and any other documented instructions from the Client, always subject to, and in accordance with, Data Protection Regulation. Zwapgrid may also process Personal Data outside this DPA and/or the Client's documented instruction if required by Data Protection Regulation.

4.2 Personal Data will only be processed and stored to the extent and for time to what is necessary with regards to the purpose for which it is processed. The Personal Data is never stored beyond statutory deadlines. Zwapgrid screens stored Personal Data regularly to find and sort out Sensitive Client Data which is no longer needed.

4.3 Zwapgrid shall immediately inform the Client if, in its reasonable opinion, an instruction issued by Client infringes Data Protection Regulation.

4.4 To the extent possible, Zwapgrid shall immediately inform and consult with Client if a competent supervisory authority initiates or takes any action in relation to Zwapgrid with regard to the processing of personal data under the Agreement or this DPA.

5. Processing of Client data

5.1 Type of Data; Data Subjects

5.1.1 In order to provide the Services, Zwapgrid needs to collect and process Personal Data about the Client and the Client's Associated Persons, such as:

- a) Client Data When registering to use the Service(s), the Client has to provide Zwapgrid with information such as name, personal identification number or similar, e-mail address, phone number, etc, for the Client and the Client's Associated Persons. If Client is invited to a Service by a Client, such information may be supplied by the Client on behalf of the Client.
- b) Payment Data To effectuate payments of Fees and other transactions with Zwapgrid and/or its Clients, Zwapgrid must collect and process the Client's payment details (account number, credit card information or similar).
- c) Communication and Feedback Data All communication between Zwapgrid and the Client is logged and stored automatically, including the date, time, method of contact, response time, and subject for communication.
- d) Browser and Device Data When using the Services, device data will be collected from the Client's computer or mobile devices, including IP address, language, browser type and version, and operating system.
- e) Log Data When using the Service(s), the Client's logs (history) are collected and stored automatically. Client logs may for instance include data concerning time and duration and transaction data such as information about Sender and Recipient, Internet Protocol (IP) addresses, web browsers and languages, Internet service provider (ISP), referral, reference and exit sites and applications, operating system, date or time stamp, and click flow data.

5.1.2 Data Subjects may include (but is not limited to) customers, suppliers, or other business partners to Client, employees, agents, or other representatives of or consultants to Client.

5.2 Purpose of Collection and Processing of Client Data

5.2.1 Zwapgrid needs to collect and process Client Data for the following purposes:

- a) To provide the Services and to ensure that the Services are functioning and secure to use;
- b) In order to fulfil other contractual obligations towards Client;
- c) In order to communicate (by e-mail, mail, text messages or otherwise) with Client and its Associated Persons;
- d) To administer, develop and improve the Services;
- e) For accounting and marketing purposes;
- f) For business development purposes, such as development of new services and functions and user behaviour analysis;
- g) To fulfil any reporting or disclosure obligation required by applicable law, regulation or ruling by competent authorities; or
- h) Other legitimate purposes.

6. Processing of transferred data

6.1 Type of Personal Data included in Transferred Data; Data Subjects

6.1.1 Type of Personal Data included in Transferred Data may include (but is not limited to): names, contact details, and identification information for Customers or and other users of the Services invited by the Customers(for all types of Services); invoice details, bank account or credit card details and payment history (for payments, bank, and invoice related Services); order and product information (for e-commerce related Services); CV, health records, trade union membership, and salary; or employment history (for HR-related Services).

6.1.2 Data Subjects may include (but is not limited to) Customers, suppliers, or other business partners to Client.

6.2 Purpose of Processing of Transferred Data

6.2.1 Zwapgrid processes Transferred Data only

- a) for the purpose of transferring such data from Sending System to Receiving System;
- b) to the extent Zwapgrid is under a statutory obligation to do so;
- c) to prevent or detect improper use of the Services or illegal or activities;
- d) in response to a legal action or to enforce or defend Zwapgrid's rights; or
- e) if such processing is otherwise approved or requested by the Client or the Data Subject concerned.

7. Technical and organisational measures with respect to personal data

7.1 Access to Personal Data shall be restricted to those who need such access to provide the Services or other undertakings or rights under this SPA. Zwapgrid shall ensure that all its such persons authorised to process the Personal Data are bound by contractual confidentiality obligations applicable to the Personal Data, and that its such persons are adequately skilled and regularly updated on Data Protection Regulation and Zwapgrid's policies, guidelines and procedures on the protection of Personal Data, including how to protect Personal Data and how to identify, act upon and report vulnerabilities, threats, and incidents.

7.2 Zwapgrid will only access Personal Data in a format readable for individuals to the extent necessary to collect or deliver Transferred Data or when necessary to provide support, administration, remediate Service disruptions or deviations, for other troubleshooting- activities, or when otherwise instructed or approved by the Client, a Customer, or the Data Subject concerned.

7.3 Zwapgrid undertakes to always implement, uphold, and update all appropriate technical and organisational measures necessary to ensure a level of security as required under the Data Protection Regulation (including for example encryption, pseudonymisation, backup and restorative capabilities, and testing of such measures). Physical security measures shall be in place to protect the confidentiality, integrity and availability of the personal data processed in the service.

7.4 Zwapgrid shall uphold secure login procedures and implement a formal process for requesting and approving access to Personal Data.

8. Consent To Sub-Processors; Transfer Of Data; Third Countries

8.1 Use of Sub-Processors: Consent to Transfer of Personal Data

8.1.1 Zwapgrid may transfer Personal Data to its sub-processor(s) for the purposes set out in this DPA. While Zwapgrid will always strive to use sub-processor(s) based in EU/EEA, such sub-processor(s)' terms and conditions may sometimes allow for transfer of Personal Data to third countries (for instance for support, administration or other reasons). The Client's consent under this Section 8.1 includes consent to such transfer and processing, provided however that Zwapgrid may only allow transfer of Personal Data to a third country if appropriate safeguards are met, including as a minimum, (i) the country in question is regarded by the European

Commission to have an adequate level of protection for Personal Data, (ii) such transfer is subject to the Standard Contractual Clauses (SCC) adopted by the European Commission or (iii) the Client or the Data Subject has given its prior written approval to such transfer. The Client is recommended to review such sub-processor(s)' privacy terms and conditions for processing of Personal Data, including the right to transfer Personal Data (Zwapgrid will assist the Client in accessing such policies or terms upon request).

8.1.2 Zwapgrid shall always inform beforehand of any use or exchange of sub-processors. At the date of this DPA, Zwapgrid uses the following sub-processors:

p) Auth0, reg no CA BN 794847707, 10800 NE 8th St, Suite 700, Bellevue, Washington 98004, USA, for Partner authentication and authorisation

q) Microsoft AB, reg no 556233-4804, Regeringsgatan 25, 111 53 Stockholm, Sweden, for cloud storage, network services, and computation

r) Google Sweden AB, reg no 556656-6880, Kungsbron 2, 111 22 Stockholm, Sweden, for cloud storage and applications.

s) Stripe Technology Europe Limited. Registered number: 0599050. 25/28 North Wall Quay, Dublin 1, D01H104, Ireland for card payments.

8.1.3 The Client may always withdraw its consent to transfer of Personal Data to sub-processor(s) under this Section 8.1. If the Client wishes to withdraw the Client's consent, the Client must notify Zwapgrid immediately. Zwapgrid may not be able to provide the Services as agreed if the Client objects to certain Sub-Processor(s) processing procedure or right to transfer. Such non-provision of Services does not constitute a breach of the Service Agreement.

8.1.4 In addition to the transfer of Personal Data to sub-processor(s) as set out above, Zwapgrid may also share Personal Data with competent authorities and other persons if required to do so under a statutory obligation or if necessary to prevent, detect, and prosecute illegal or suspected illegal activities, in response to a legal action, or to enforce Zwapgrid's rights and requirements. In these cases, the disclosure will be limited to what is necessary with regards to the reason for which information is disclosed.

8.2 Compliance, Audit and Data Subjects Requests

8.2.1 Upon request, Zwapgrid will provide the necessary information to demonstrate its compliance with this DPA and assist the Client in ensuring compliance with its obligations to manage incidents, conduct data privacy impact assessments and in any requests or queries from competent authorities regarding Personal Data processed under this DPA, taking into account the nature of the processing and the information available to Zwapgrid (provided that such request is not unreasonable or not compliant with applicable law).

8.2.2 Zwapgrid will allow for and contribute to all reasonable audits, including inspections, by competent authorities or the Client (or third person mandated by the Client) in relation to Personal Data processed under this DPA. Audits carried out by the Client (or a third party appointed by the Client) are subject to Section 13 of the Service Agreement.

8.2.3 Zwapgrid shall implement and uphold appropriate technical and organisational measures (insofar as is reasonably possible) for the fulfilment of Client's obligation to directly and indirectly respond to and to fulfil requests from Data Subjects.

8.2.4 Unless otherwise agreed, requests from Data Subjects concerning their Personal Data will not be responded to by Zwapgrid but will be referred to the Client. Zwapgrid shall to the extent reasonable assist the Client with such requests. Requests for such assistance shall be sent to compliance@zwapgrid.com with as detailed description of the request as possible (for instance information on time and data for when the Personal Data is transferred).

8.2.5 Zwapgrid may deny assistance under Section 8.2.4 above or deny to update, correct, delete, or transfer Personal Data, if Zwapgrid deems that the request is not sincere, if the request

is repeated an unreasonable number of times, requires disproportionate technical work (for example, the development of a new system or substantial changes to existing practices), risks the privacy of others or is very impractical. Updates, corrections, deletions, and/or transfers may also be refused if Zwapgrid is required by law to retain the Personal Data as it is.

8.2.6 Zwapgrid is entitled to compensation for its reasonable costs associated with the compliance of this Section 8.2, unless the issue at hand is at the fault of Zwapgrid (or a supplier or other person for which Zwapgrid is responsible) or Zwapgrid's non-compliance to this DPA.

9. Incident Reporting

9.1 Zwapgrid will report any Personal Data Incident(s) to the Client without undue delay after becoming aware of it, providing the Client with sufficient information to allow the Client to meet the Client's obligations to report or inform its data subjects and/or authorities.

10. Liability

10.1 Each Party shall defend and indemnify the other Party against and for any direct damage suffered by the other Party due to the indemnifying Party's material breach of this DPA and/or Data Protection Regulation, provided however that in no case shall a Party be liable for indirect, punitive, reputational, or other consequential damages. Also, it being recognised and acknowledged that imposed administrative fines (if any) take into consideration each Party's proportionate responsibility and liability for any breach of Data Protection Regulation, the Parties agree that each Party shall bear the administrative fines imposed on it and no Party shall be entitled to compensation for such fee from the other Party.

10.2 The limitations in liability under 10.1 shall not apply in case of intent, gross negligence, or if such higher liability is required by law.

10.3 Claims for compensation under this Agreement shall be presented to the liable Party within three (3) months from when the circumstance giving rise to the claim first occurred.

11. Term

11.1 This DPA is effective from signing and for as long as Zwapgrid processes Personal Data on Client's behalf.

11.2 Upon expiration or termination of the Service Agreement (for whatever reason), Zwapgrid shall cease to process Personal Data under this DPA and, upon Client's reasonable instructions, delete or return all Personal Data to Client unless otherwise provided for under Data Protection Regulation.

12. Governing Law And Dispute Resolution

12.1 Disputes regarding interpretation and application of the DPA shall be settled in accordance with the provisions in the Service Agreement regarding dispute resolution.