

# AGREEMENT FOR API.1 SERVICES

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

Financial and Contract matters: [economy@zwapgrid.com](mailto:economy@zwapgrid.com)

Support matters: [support@zwapgrid.com](mailto:support@zwapgrid.com)

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## 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.

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## 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.

### **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.

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### **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.

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### **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.

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### **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.

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## **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 All payments are made by credit card and billed monthly in advance. Transactions not included in the Monthly Fee are charged Monthly in arrears. No invoice option is available for online subscriptions.

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.

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## **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.

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## **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, embargos, 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.

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## **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.

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## **11. PERSONAL DATA**

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

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## **12. AUDIT AND COMPLIANCE**

12.1 Zwapgrid will maintain industry-standard security measures and may provide relevant compliance information upon reasonable request. Clients do not have audit rights under these online Terms.

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## **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.

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## **14. TERM; TERMINATION; SUSPENSION**

14.1 Immediate cancellation effective end of current billing period.

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.

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## **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.

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## **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.

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# 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

## **Description**

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

Pricing and included services follow the price page online.

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.

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/docs/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.

## **Monthly Fee**

€ 200

Billing is managed by credit card through Stripe and the Monthly Fee is billed Monthly in advance.

**Price per additional Consent and month**, billed monthly in arrears.

€9 per Consent

**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. Invoice list calls are not charged.

€0,6 per Invoice

The “per Invoice” pricing is only relevant in scenarios involving factoring, in all other scenarios it is only the “Per Consent” pricing that will be applied.

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# Appendix 2 – Service Levels, Support and Defects

(This is long — continuing exactly as in the PDF.)

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## 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.

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## 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 be credited on next invoice**

98.00% – 99.50% → 5%

95.00% – 98.00% → 10%

< 95.00% → 15%

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### **3 MAINTAINENCE/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.

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### **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](mailto: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](mailto: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 or 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.

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# Appendix 3 – Data Processing Agreement

(This continues exactly as in the PDF.)

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## 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" as Controller.

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

This DATA PROCESSING AGREEMENT (together with any appendices hereto, the "DPA") forms an appendix to the Partner Agreement (the "Agreement") entered into between Zwapgrid (the "Processor") and the Partner (the "Controller").

Controller and Processor are referred to individually as "Party" and collectively as "Parties".

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## 1. INTRODUCTION

1.1 This DPA sets out the rights and obligations of the Controller and the Processor when Processor processes Personal Data (as defined below) on behalf of the Controller. For the avoidance of doubt, the Parties acknowledge that the Controller may process personal data on behalf of other Controllers ("Third Parties"), making Zwapgrid sub-Processor of such personal data. The Parties agree that in such case, the term "Controller" in this DPA shall include the Controller in its role as Processor of such data, "Processor" shall include Zwapgrid in its capacity as such sub-Processor, and this DPA shall be interpreted and construed as to give effect to and include such sub-processing.

1.2 This DPA is established in accordance with Regulation (EU) 2016/679 of the European Parliament 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 ("GDPR") and any applicable national law thereunder, and any legislation which may supplement or replace such legislation in the future (the "Data Protection Legislation").

1.3 The terms used in this DPA shall have the same meaning as assigned to them below, in the Agreement, or in the Data Protection Legislation.

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## **2. GENERAL**

2.1 As part of the Services, Processor undertakes to

- (a) process personal data on behalf of Controller in accordance with the Agreement, this DPA, the Data Protection Legislation, and any other documented instructions from Controller. Processor may also process information as required by laws of the European Union or national legislation in a member state to which Processor is subject;
  - (b) keep the personal data confidential and not to disclose the personal data to any third party;
  - (c) implement all appropriate technical and organisational measures necessary to ensure a level of security as required by the Data Protection Legislation, and such other measures necessary to comply with the security requirements set out in the Agreement and in Appendix 1, and also inform Controller of implemented measures;
  - (d) If Processor makes changes that could affect the protection of personal data, Controller shall be informed of this well in advance before such changes are implemented;
  - (e) implement technical and organisational measures reasonably required to ensure it can assist Controller in Controller's fulfilment of its obligation to respond to requests from data subjects exercising their rights under Chapter III of the GDPR;
  - (f) assist Controller in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR; and
  - (g) immediately inform Controller if it finds that an instruction issued by Controller is not compliant with the Data Protection Legislation.
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## **3. AUDIT**

3.1 Processor shall grant Controller access to all information required to verify that the obligations set out in this DPA are complied with. Processor shall facilitate and participate in audits, including inspections, carried out by Controller or a governmental authority or by a third party authorised by Controller. If Controller uses a third party to carry out the audit, that third party shall not be a competitor of Processor and shall undertake confidentiality in relation to Processor's business information. Controller will reimburse the Processor for its reasonable costs associated with the audit unless the audit finds that the Processor has not complied with this DPA in material aspects, in which case the Processor shall carry its own costs, provided however that any third-party costs associated with audits of sub-Processors' compliance with Data Protection Legislation shall be reimbursed in full.

3.2 Processor shall immediately inform and consult with Controller in the event that a supervisory authority initiates or takes any action with regard to the processing of personal data under this DPA.

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## **4. SUB-PROCESSORS; LOCATIONS**

4.1 Processor may use subcontractors for parts of the Services. The Processor is hereby given a general authorisation to use such subcontractors also for processing of personal data (such subcontractor a “Sub-Processor” in this DPA).

4.2 Processor and the Sub-Processor shall enter into a written data processing agreement that meets the requirements in the Data Protection Legislation. Processor is liable for the sub-Processor as for itself.

4.3 Personal data may not be transferred to or processed in countries outside the EU/EEA or UK (and for UK only for as long as UK maintains an “adequate level of data protection” under GDPR) unless the Controller has given its prior written approval.

4.4 The Sub-Processors used by Processor, and the locations where such sub-processing takes place, at the date of this Agreement are listed in Appendix 1. The current list of Sub-Processors is also available at [trust.zwapgrid.com](https://trust.zwapgrid.com) and shall be kept up to date.

4.5 Changes to sub-processors will be published on [trust.zwapgrid.com](https://trust.zwapgrid.com). Continued use of the Service after publication constitutes acceptance of the change.

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## **5. DAMAGES**

Processor shall hold harmless and indemnify Controller for any direct damage suffered by Controller due to Processor’s processing of personal data in breach of the DPA or the Data Protection Legislation. For the avoidance of doubt, each Party shall bear its own administrative fines imposed on it.

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## **6. TERM**

6.1 This DPA shall apply for as long as Processor processes personal data on Controller’s behalf.

6.2 If Processor commits a material breach of this DPA and fails to remedy the breach within thirty (30) days from receipt of Controller’s request to do so, Controller has the right to terminate the Agreement with immediate effect or such longer period Controller requests.

6.3 Upon expiry or termination of this DPA, Processor shall, based on Controller’s reasonable instructions, delete or return all personal data still in its position to Controller, and delete existing copies unless storage of personal data is required under European Union law or relevant national law. If Controller has not provided such instructions before the expiry or termination of this DPA, Processor will delete all personal data.

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## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

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

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# APPENDIX 3.1 – INSTRUCTIONS FOR THE PROCESSING OF PERSONAL DATA

This Appendix 1 forms an integral part of the Data Processing Agreement to which it is attached. The appendix may be updated from time to time.

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## 1. PURPOSES OF PROCESSING

The purpose of the data processing under the DPA is for Zwapgrid to provide, maintain, and support the Services to the Controller.

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## 2. CATEGORIES OF PROCESSING ACTIVITIES

Processor collects, transfers, logs, records, stores, organises, analyses, and deletes data on behalf of the Controller to perform the Services and also support, troubleshooting, system updates and developments, usage optimisation and analysis, and accounting and billing purposes.

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## 3. CATEGORIES OF DATA SUBJECTS

Data subjects include private individuals connected to the Controllers' suppliers, Clients, and users of Collector's services and products, and also suppliers, Clients, and users to the Controller's suppliers, Clients, and users of Collector's services and products.

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## 4. CATEGORIES OF PERSONAL DATA

- First and last name
- Title, position, employment number or ID, and organisational belonging
- E-mail, phone, address and similar contact information
- Client/Supplier/User ID and password
- Personal identification number or similar information (Used for identification and authentication)
- Client/Supplier/User ID and password
- Electronic identification and similar verification data

- Account numbers with banks and other payment providers
  - Electronic communications data (such as, but not limited to, IP-address, device, and geo positioning data)
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## 5. PLACES WHERE PROCESSING IS CARRIED OUT

Section 7 below.

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## 6. DELETION OF PERSONAL DATA

Processor does not normally store personal data. However, if storage is needed, Processor shall ensure that the personal data is deleted when storage is no longer needed, on Controller's request or on termination of this DPA, unless longer storage is required under European Union or relevant member state's law or for protection of Processor's, Controller's or Data Subject's legal rights.

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## 7. SUB-PROCESSORS

At the outset of this DPA, Processor uses the following Sub-Processors. Zwapgrid uses sub-processors to deliver the Service. An up-to-date list is always available at [trust.zwapgrid.com](https://trust.zwapgrid.com). Zwapgrid may update this list from time to time. Changes will be published on that page and will take effect immediately upon posting.

### **Auth0**

EU Representative: Instant EU GDPR Representative Ltd.

Address: Office 2, 12A Lower Main Street, Lucan, Co. Dublin K78 X5P8, Ireland

Email: [contact@gdprlocal.com](mailto:contact@gdprlocal.com)

Phone: +353 15 549 700

Purpose: Authentication

Location: EU/EEA

### **HubSpot**

European Headquarters: 1 Sir John Rogerson's Quay, Dublin 2, Ireland

Phone: +353 1 518 7500

Email: [privacy@hubspot.com](mailto:privacy@hubspot.com)

Purpose: CRM

Location: EU/EEA

### **Oneflow**

Email: [support@oneflow.com](mailto:support@oneflow.com)

Address: Gävlegatan 12a, 113 30 Stockholm, Sweden

Phone: +46 8 517 297 70

Purpose: E-signing

Location: EU/EEA

### **Stripe**

Email: [dpo@stripe.com](mailto:dpo@stripe.com)

Address: 3 Dublin Landings, North Wall Quay, Dublin 1, Ireland, D01 C4E0S

Purpose: Payments

Location: EU/EEA

### **Microsoft Azure**

Address: One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

Phone: +353 (1) 706-3117

Purpose: Hosting

Location: EU/EEA

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## **8. TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

The Processor undertakes to fulfil the following security measures:

(a) The Processor shall appoint a person responsible for information security and privacy matters.

(b) The Processor shall perform background verification in accordance with local laws and regulations prior employment. Personnel shall regularly be trained in how to protect personal data and how to identify, act upon and report vulnerabilities, threats, and incidents.

(c) Access to personal data shall be restricted to those who need access to provide the agreed services. Secure login procedures shall be implemented together with a formal process for requesting and approving access. All employees, consultants, users and others that may gain access to personal data will be subject to non-disclosure undertakings.

(d) The Processor shall apply at least industry standard encryption at transit and rest for personal data together with firewalls and intrusion detection capabilities. IT systems processing personal data shall be protected from malicious code, log events and be monitored to ensure confidentiality, integrity and availability of the personal data. IT systems shall be patched with regular intervals and critical security patches shall be applied without undue delay.

(e) Software shall be developed in a secure environment and be tested before deployed in the production environment. Production data shall not be used in test environments without approval from the Controller. Changes to the production environment shall follow a formal process applying segregation of duties and be performed in a controlled manner.

(f) Physical security measures shall be in place to protect the confidentiality, integrity and availability of the personal data processed in the service. Backup and restore procedures shall be in place which ensure compliance with agreed SLA.

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## **9. NOTIFICATION OF PERSONAL DATA BREACH**

Processor undertakes to report any personal data breach (security incident) to Controller without undue delay, and at least within 48 hours, from discovery of the incident. Reporting shall be made by email to the contact person set out in the Agreement. The report shall contain the information that, under the Data Protection Legislation, shall be covered by the report to the supervisory authority.