



Service Agreement - ZealiD

This Service is between

- A. ZealiD (as defined below) as supplier of the Service

and

- B. Customer (hereinafter "Customer"), with Company registration number and address as stated in the Purchase Order

HAVING AGREED TO THE FACT THAT

- I. Customer wishes to use the Service to provide its customers and users with an electronic signing, authentication and identification solution outlined in the Purchase order and described in the Service Specification;
- II. This Service Agreement applies to the signed Purchase Order between ZealiD and the Customer under which a Service is purchased;

HAVE AGREED AS FOLLOWS

Definitions

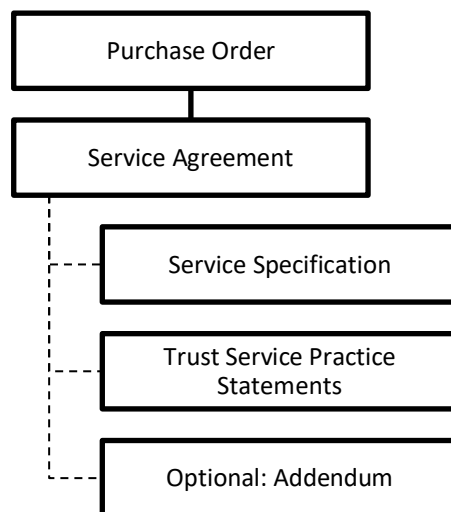
Addendum	An optional agreement that describes further duties and deliverables beyond the Service.
Certificate	A certificate is a vital component of a public key infrastructure (PKI). PKI is a system for the creation, storage, and distribution of digital certificates which are used to verify that a particular public key belongs to a certain entity (natural person in the case of ZealiD). Qualified Certificates are the highest expressions of identity in the EU (EU eIDAS regulation no 910/2014) and can be used by a subscriber to generate qualified signatures.
eIDAS Regulation	Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC
Intellectual Property Rights	All now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).
Purchase Order	A purchase document, entered into by Customer and ZealiD, under which ZealiD sells the Service to Customer. The document specifies scope of services, fees, term and termination and if applicable additional terms or deliverables (support, setup, design etc).
Registration	The process of remote identity vetting carried out by ZealiD vis-a-vis a Subscriber (end user) in the ZealiD Smartphone Application.
The Service	Pursuant to the Purchase order scope, the software such as electronic signatures, registration, identification data, authentications, API/SDKs, that ZealiD makes available to Customer and defined in detail in the Service Specification. The Service



	may be updated, upgraded, or revised from time to time in which case ZealiD will inform Customer prior to an update, upgrade or revision that materially impacts the Service. Updates, upgrades, or revisions will not adversely affect the Service or materially change the performance or functionalities of the Service in such a way that they no longer comply with the intended use by Customer.
Service Agreement	This Service Agreement, applicable to Customer's use of the Service.
Service Specification	A specification of the software and related components that is published from time to time on zealid.com/repository and outlines the deliverables of ZealiD's Service.
Subscriber	A natural person and user of ZealiD Smartphone Application (qualified signature creation device) that subscribes to a qualified electronic certificate issued by ZealiD's PKI and Certificate Authority Services.
ZealiD	ZealiD AB, the supplier of the Service, a Swedish Corporation with company number 556972-4288, with address Box 3437, 111 56 Stockholm, Sweden. Qualified by Swedish supervisory body PTS and notified to the EU as a Qualified Trust Service Provider.
ZealiD Materials	Hard or electronic copies of any ZealiD technical manual, sales and marketing material, hardware, or software related to the Service that ZealiD makes available to Customer.
ZealiD Smartphone Application	A smartphone application available on iOS and Android platform allowing ZealiD to Register and issue Certificate to a Subscriber. The Subscriber can use the ZealiD smartphone app to sign electronically, register for new services and authenticate.

Agreement Structure

By signing a Purchase Order, the Customer places and ZealiD accepts an order of the Service with scope, fees, term and termination and any specific additions stated in the Purchase Order. The Service is governed by the Service Agreement. The Service is specified in detail in the from time to time published Service specification and related trust service practice statements. Where applicable there may be optional addenda governing extended services.





1. Service

1.1. Purchase Orders

This Service Agreement applies to each Service purchase made by Customer through a Purchase Order. A Purchase order is signed by both parties and this Service Agreement is attached to form the entire agreement.

1.2. The Service

Subject to Customer's compliance with the terms and conditions of this Service Agreement, ZealiD hereby grants Customer permission, during the term of this Service Agreement, to use the Service as defined by:

- Service Specification - published on the ZealiD repository from time to time <http://www.zealid.com/repository>.
- Service related Practice Statements under eIDAS regulation as published from time to time on <http://www.zealid.com/repository>. These are the QeID Certificate Practice Statement ("CPS") and TRA Trust Service Practice Statement ("TSPS").

If Customer has been granted API access to the Service by ZealiD, then ZealiD hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license during the term of this Service Agreement to install, access, use and make calls, to and from such API solely for the purpose of facilitating Customer's use of the Service (and its tools and functionalities) directly from Customer's internal systems.

1.3. End user ("subscriber") agreement

With respect to any electronic signatures or identification provided by ZealiD to Customer hereunder, the parties acknowledge and agree that the an end user ("Subscriber") of ZealiD Smartphone Application (or white label or SDK derivatives), will have dedicated terms and conditions of use available on www.zealid.com/repository. The Subscriber agreement is required under the eIDAS regulation and applicable industry standards regulating ZealiD as a qualified trust service provider in its identification and certificate issuance practices.

1.4. Scanning

Customer will not scan ZealiD IP addresses (including through automated means) without obtaining prior written consent from ZealiD. ZealiD reserves the right to block an IP address that has been used to initiate connections that are not related to normal use of Service without ZealiD's prior written consent. Examples of non-normal use connections include, but are not limited to, vulnerability or load/performance scans. ZealiD may block any access to the Service or if ZealiD believes a system has initiated excessive connections to the Service.

1.5. Signatures and Identification Data

Customer will order, manage, and use electronic signatures and Subscriber personal data from ZealiD based on Subscriber interaction with ZealiD Smartphone Application (signing,



authentication and registration) and ZealiD web and app resources. ZealiD will provide and manage the Service in accordance with the Service Specifications and its Practice Statements (as referred to under clause 1.2) and Subscriber terms and conditions. ZealiD warrants that the electronic signatures provided to Customer as part of the Service qualify as qualified electronic signatures under applicable law and that the Certificates offered under this Service Agreement will comply to the requirements in the CPS and with applicable law.

1.6. Resale

Unless otherwise agreed in writing, if Customer purchases Service on behalf, or for the use of, anyone other than Customer or an Affiliate of Customer (including employees or contractors of Customer or an Affiliate of Customer), then Customer agrees that Customer imposes in writing all conditions which are applicable on the Customer on the basis of this Service Agreement to the other party, which will use the Service under the responsibility of Customer. For purposes of this Service Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Service Agreement.

1.7. Support

ZealiD provides first and second line support to the Customer, according to the Purchase Order Service scope and Service Specification.

2. Intellectual Property Rights

2.1. ZealiD Intellectual Property Rights

ZealiD retains, and Customer will not obtain or claim, any title, interest, or ownership rights in the Service, including all software associated with the Service, or techniques and ideas embedded therein; all copies or derivative works of such products or services or software provided by ZealiD and owned by ZealiD, regardless of who produced, requested, or suggested the copy or derivative work; all documentation and marketing material provided by ZealiD to Customer; and all of ZealiD's copyrights, patent rights, trade secret rights and other proprietary rights.

2.2. Restrictions

Customer will protect ZealiD's intellectual property, and the value, good will, and reputation associated with it when accessing or using the Service. Customer will not: (i) attempt to interfere with, or disrupt the operations of, the Service or attempt to gain access to any systems or networks that connect thereto, except as required to access and use the Service as permitted hereunder, (ii) re-engineer, reverse engineer, decompile or disassemble any portion of the Service; (iii) use, copy or modify the Service for any purpose other than as expressly permitted herein; (iv) transfer, sublicense, lease, rent, lend, distribute or otherwise make available the Service to any third party other than as expressly permitted herein; (v) replicate, frame or mirror the Service; (vi) remove, erase or tamper with any copyright or other proprietary notice encoded or recorded in the Service; (vii) introduce into the Service any computer virus, malware, software lock or other such harmful program or data which destroys, erases, damages or otherwise disrupts the normal operation of the Service or



allows for unauthorized access to the Service, (viii) access, or allow another party to access or use, the Service for any benchmarking purposes without ZealiD's prior consent or to develop or improve a product or service that competes with ZealiD, notwithstanding Customer's right to independently develop a competing product, provided such product is not the result of a breach of the Intellectual Property, confidentiality or know how obligations under this Service Agreement. (ix) impersonate or misrepresent Customer's affiliation with any entity, or (x) encourage or authorize a third party to do any of the foregoing. ZealiD may terminate this Service Agreement, restrict Customer's access to the Service, or revoke the Certificates if ZealiD reasonably believes that Customer is using the Service, to post or make accessible any material that infringes ZealiD's or any third party's rights or is in breach of this Service Agreement. Customer will not use any marketing material or documentation that refers to ZealiD or its products or Service without receiving written prior approval from ZealiD..

2.3. Trademark Usage

Customer agrees that ZealiD may use Customer's name and trademark for provisioning the Service (e.g. end user information, signing, certification and registration). Use for marketing purposes requires prior written consent from Customer.

3. Confidentiality

3.1. Confidential Information

Regulation of confidential information is derived from the agreement between Customer and ZealiD, any trust Certification Practices Statement ("CPS") and TRA Service TSPS ("TSPS"), available at <https://www.zealid.com/repository/> (as updated from time to time), and any other separate NDA between Customer and ZealiD.

4. Term & Termination

4.1. Term & Termination

This Service Agreement commences and terminates as set forth in the Purchase Order. If nothing is stated the term starts at the time of the Customer using the Service and shall remain in force for as long as the Agreement is in force or terminated with 3 month's notice. Or until terminated earlier, e.g. in relation to termination or convenience or cause under the Agreement as stated in the Purchase Order.

4.2. Suspension

ZealiD may suspend the Service in accordance with the requirements under the trust Certification Practices Statement ("CPS") and TRA Service TSPS ("TSPS"), available at <https://www.zealid.com/repository/> (as updated from time to time).



5. Warranties, Indemnification and Limitations of Liability

5.1. Warranties

ZealiD warrants the Service will comply in all material respects to the Service specification, the trust service practice statements mentioned under 1.2 and with applicable law.

5.2. Disclaimers

Other than provisions in 5.5 the Service and any related software is provided “as is” and “as available” and to the maximum extent permitted by law, ZealiD disclaims all express and implied warranties, including warranties of merchantability, or fitness for a particular purpose.

ZealiD does not warrant that any service or product will meet Customer’s expectations or that access to the Service will be timely or error free. Customer’s sole remedy for a defect in the Service is for ZealiD to use commercially reasonable efforts, upon notice of such defect from Customer, to correct the defect, except that ZealiD has no obligation to correct defects that arise from (i) misuse, damage, modification or damage of the Service or combination of the Service with other products and Service by parties other than ZealiD, or (ii) Customer’s breach of any provision of this Service Agreement.

5.3. Unlimited Liability

This Service Agreement does not limit a party’s liability for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence or, wilful misconduct or violations of regulatory warranties under 5.1 above, or (iii) fraud or fraudulent statements made by a party to the other party in connection with this Agreement.

5.4. Limitation of Liability

Subject to 5.3 above, a party will not be liable for any special, indirect, incidental, consequential, or punitive damages (including any damages arising from loss of use, loss of data, lost profits, business interruption, or costs of procuring substitute software or service) arising out of or relating to this Service Agreement or the subject matter hereof.

Subject to 5.3 above, a party’s total liability under the Agreement is maximised to the most recent 24 months payments from Customer to reseller of the Services from the time when the claim arose. If 24 months have not yet gone by, then the average monthly payments multiplied with 24.

The limitations and obligations in this 5.4 apply to the maximum extent permitted by law and apply regardless of: (i) the reason for or nature of the liability, including tort claims; (ii) the number of claims of liability; (iii) the extent or nature of the damages; or (iv) whether any other provisions of this Service Agreement were breached or proven ineffective.

5.5. Indemnification

ZealiD will indemnify, defend and hold harmless Customer and Customer’s employees, officers, directors, shareholders, Affiliates, and assigns (each an “Indemnified Party”) against all third party claims and all related liabilities, damages, and costs, including reasonable

attorneys' fees based on the assertion that Customer's access to and use of the Service under this Service Agreement infringes on any third-party Intellectual Property Rights.

5.6. Indemnity Obligations

An Indemnified Party seeking indemnification under this Service Agreement must notify Customer promptly of any event requiring indemnification. However, an Indemnified Party's failure to notify will not relieve Customer from its indemnification obligations, except to the extent that the failure to notify materially prejudices Customer. Customer may assume the defence of any proceeding requiring indemnification unless assuming the defence would result in potential conflicting interests as determined by the Indemnified Party in good faith. An Indemnified Party may, at Customer's expense, defend itself until Customer's counsel has initiated a defence of the Indemnified Party. Even after Customer assumes the defence, the Indemnified Party may participate in any proceeding using counsel of its own choice and at its own expense. Customer may not settle any proceeding related to this Service Agreement unless the settlement also includes an unconditional release of liability for all Indemnified Parties. Customer's indemnification obligations are not the sole remedy for Customer's breach of this Service Agreement and are in addition to any other remedies available. Customer's indemnification obligations hereunder are not an Indemnified Party's sole remedy for events giving rise to indemnity by Customer hereunder, and are in addition to any other remedies an Indemnified Party may have against Customer under this Service Agreement.

6. Miscellaneous

6.1. Amendments

ZealiD may amend: (i) the Practice Statements underlying the Service; (ii) the Privacy Policy; and (iii) any Subscriber Terms and Conditions at any time and ZealiD will notify relying parties, subscribers according to required regulatory notice periods as set forth in its practice statements. If such an amendment materially and adversely affects Customer's rights herein, Customer will have the right to (partially) terminate the Agreement during the 30-day period after ZealiD's notice of such amendment, by providing written notice (including e-mail) of termination to ZealiD in which case Customer will only be required to pay the fees until the Agreement is terminated. Customer's continued use of the Service after 30 days of ZealiD's notice of the amendment constitutes Customer's acceptance of the amendment.

6.2. Relationship

The parties are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other or to make any statements, representations, warranties or commitments on behalf of the other party. Each party is responsible for its own expenses and employees.

6.3. Notices

A Customer will make all notices, demands or requests to ZealiD with respect to this Agreement in writing to: legal@zealid.com and support@zealid.com.

6.4. Governing Law and Jurisdiction

This Service Agreement is exclusively governed by and construed under the laws of Sweden where ZealiD holds its authorization as a qualified trust service provider.

6.5. Dispute Resolution

To the extent permitted by law, before a party files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, the party shall notify the other party for the purpose of seeking business resolution. Both Customer and ZealiD shall make good faith efforts to resolve such disputes via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Service Agreement.

6.6. Compliance with Law

Each party shall comply with all applicable laws and regulations in connection with its performance under this Service Agreement.

6.7. Arbitration

The competent courts in Stockholm shall have exclusive jurisdiction.