



# Master Service Agreement

This Master Service Agreement (the "Agreement") is between

A. ZealiD AB (hereinafter "ZealiD", "we", "us"), a Swedish Corporation with company number 556972-4288, with address Box 3437, 111 56 Stockholm, Sweden.

and

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

By executing an Order Form or other Addendum that references this Agreement, by electronically accepting this Agreement via ZealiD's online services, by physical signing, or by consuming the Service, Customer hereby accepts this Agreement.

## Addenda

|                               |                                                                                                                                                                                                                                                |
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| Order Form                    | Is an electronic form that Includes service packages (types of products and fees), term and termination provisions, evaluation or pilot periods and any other specific provisions of discounts, liability etc.                                 |
| Service Specification         | A specification of the software service that is published from time to time on <a href="https://zealid.com/repository">zealid.com/repository</a> and outlines the deliverables of parties. Service specification also includes Service Levels. |
| Marketing Addendum (Optional) | Describes the arrangement under which parties cooperate with territory marketing activities                                                                                                                                                    |
| Territory Addendum (Optional) | Describes the limitations in global territory if any apply                                                                                                                                                                                     |

## Definitions

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Addendum                     | a mutually agreed upon addendum, purchase schedule, order form, or other purchasing document setting forth commercial terms for the resale of Services, whether such document is in hard copy or online                                                                                                                                                                                                                               |
| Effective Date               | Date Customer first accepted this Agreement.                                                                                                                                                                                                                                                                                                                                                                                          |
| eIDAS                        | eIDAS Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market                                                                                                                                                                                                                                                                                                     |
| Identification Data          | Relevant identification data arising from the ZealiD Registration.                                                                                                                                                                                                                                                                                                                                                                    |
| 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). |
| Registration                 | The process of remote identity vetting carried out by ZealiD vis-a-vis a Subscriber (end user) in the ZealiD smartphone application.                                                                                                                                                                                                                                                                                                  |
| Service                      | Any type of electronic signatures, related identification data, authentication, software, APIs that ZealiD makes available to Customer through an Addendum. Service may be updated, upgraded, or revised from time to time in ZealiD's sole discretion.                                                                                                                                                                               |
| Service Package              | A pricelist defined volume of either "Q" or "D" product types with a fixed monthly subscription volume and minimum fee.                                                                                                                                                                                                                                                                                                               |
| Subscriber                   | A natural person and user of ZealiD Smartphone Application that subscribes to an electronic certificate issued by ZealiD's PKI and Certificate Authority Services.                                                                                                                                                                                                                                                                    |
| 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.                                                                                                                                                                                                                                                         |

|                               |                                                                                                                                                                                                                                                        |
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| 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. |
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## 1. Service

### 1.1. Order Forms

Customer may purchase the Service from ZealiD by entering into the agreed upon Order Form.

The term when the Service is to be provided by ZealiD, the Service packages included, the related payment terms and any other terms for such Service are considered “mutually agreed upon” either

1. when Customer affirms its electronic acceptance to an Order Form that ZealiD or ZealiD Reseller has presented to Customer via electronic means. Customer and ZealiD acknowledge and agree that each Order Form will be governed by and incorporated by reference into the terms of this Agreement.
2. Or when executed by both parties in writing.

### 1.2. The Service

Subject to Customer’s compliance with the terms and conditions of this Agreement, ZealiD hereby grants Customer permission, during the term of this Agreement, to use the Service (in the form made available by ZealiD to Customer) and related Service packages.

The specific scope of Service is described in the Order Form and constitutes the entire Agreement including:

- Service Specification as 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”).
- Service API and related documentation: means the portion of the Service that constitutes an application programming interface and that facilitates the integration of the Service APIs with Customer’s internal systems, as such application programming interface may be made available by ZealiD under this Agreement.

- Where applicable, Control Panel and related documentation means the portion of the Service that is an online service with user credential access where the user can upload and download documents for signing, access, review and download identification data and documents.
- Where applicable, Control Panel API and related documentation means the portion of the Service that constitutes an application programming interface and that facilitates the integration of the Control Panel with Customer's internal systems, as such application programming interface may be made available by ZealiD under this Agreement.

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, revocable, limited license during the term of this 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. Service Packages**

This Agreement applies to each Service Package delivered to Customer by ZealiD, regardless of: (i) the Service type or (ii) the amount or extent of data delivered or (iii) any additional services included in the Order Form.

With respect to any electronic signatures or identification data provided by ZealiD to Customer hereunder, the parties acknowledge and agree that the end user ("Subscriber") of ZealiD smartphone application will have dedicated terms and conditions available on [www.zealid.com/repository](http://www.zealid.com/repository). The Subscriber agreement, as required under eIDAS, applicable industry standards, guidelines and requirements related to the issuance of Certificates are agreed between ZealiD and the Subscriber.

### **1.4. Service Account**

In connection with the Service, ZealiD will provide the Customer with one or more Service accounts. Customers must maintain security over its account(s). Customer assumes liability for any use of its account(s) by individuals obtaining access credentials from Customer.

### **1.5. Scanning**

Customer will not scan a ZealiD IP addresses (including through automated means) without obtaining ZealiD's prior written consent. 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 ZealiD's Service.



## **1.6. Signatures and Identification Data**

Customer will order, manage, and use electronic signatures and Subscriber personal data from ZealiD based on Subscriber interaction with ZealiD app (signing, authentication and registration) and ZealiD web and app resources.. ZealiD will provide and manage the Service in accordance with its practice statements and Subscriber terms and conditions.

The Subscriber agrees to registration, Subscriber terms and conditions and certificate acceptance at the time of registration. Subscriber will authenticate prior to any transaction performed as part of the Service.

## **1.7. Resale**

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 such purchases will be governed by the terms of the Master Reseller Agreement, available at <https://www.zealid.com/repository> (as updated from time to time), which terms are incorporated herein by reference. For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

## **1.8. Support**

ZealiD shall provide support to the Customer:

- A. standard phone and email support during normal business hours Monday through Friday (excluding ZealiD - designated holidays);
- B. within twenty - four (24) hours of receipt of a technical inquiry from Customer related to the Services, a response addressing the issue;
- C. twenty-four (24/7) hour access to support pages on <https://www.zealid.com/contact>; and
- D. at ZealiD's discretion, assign an account manager or the equivalent thereof for sales and marketing support.

# **2. Fees**

## **2.1. Fees**

Customer will pay ZealiD the fees for the Service provided hereunder set forth in an Order Form.

Prices of electronic signatures, registration data and authentication available for purchase on a per transaction basis are described in Service Packages in the Order Form.



All payments are due and payable either within 30 days of the date of purchase or such other period, if any, stated in an Order Form. Fees payable hereunder are in exchange for the provision of the Service by ZealiD and are not a royalty or license fee.

If any undisputed invoiced amount is not received by ZealiD by the due date, then without limiting ZealiD's rights or remedies, (a) those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) ZealiD may accelerate Customer's unpaid fee obligations so that they become immediately due and payable, and (c) ZealiD may suspend or limit Customer's access to the Service without notice until full payment is made. Customer must notify ZealiD of any fee disputes within 30 days of the applicable invoice date or such invoice will be deemed accepted.

## **2.2. Taxes**

All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of ZealiD) which are imposed by or under the authority of any government on the fees charged herein shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to ZealiD shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law.

## **2.3. Fee Changes**

ZealiD reserves the right to change the fees for the Service at any time unless otherwise specified by the Order Form. ZealiD shall use commercially reasonable efforts to provide Customer with prior notice of any change, but such changes shall not require Customer consent.

# **3. Intellectual Property Rights**

## **3.1. ZealiD Intellectual Property Rights**

ZealiD retains, and Customer will not obtain or claim, any title, interest, or ownership rights in any of ZealiD's products or services (including 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, 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.

## **3.2. 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 or to develop or improve a product or service that competes with ZealiD, (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 Agreement or Customer's Control Panel Accounts, 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 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, except as outlined in Section 3.4 (Mark License).

### **3.3. Trademark Usage**

Customer agrees that ZealiD may use Customer's name and trademark to perform its obligations under this Agreement and to indicate that Customer is receiving ZealiD's Service, provided that such use would not foreseeably diminish or damage Customer's rights in any of its trademarks, create a misrepresentation of the parties' relationship, or diminish or damage a party's reputation. Neither party may register or claim any right in the other party's trademarks. Customer grants ZealiD a right to use any trademark of Customer included in the Certificate to the extent necessary to operate such Certificate.

### **3.4. Mark License**

ZealiD may make certain marks available for Customer to display to indicate that a particular Certificate has been issued for a particular Customer property (each, a "Mark"). Effective upon issuance of the applicable Certificate, and only for so long as such Certificate remains valid, and Customer is in full compliance with all applicable terms related thereto, ZealiD grants to Customer a limited, revocable license during the validity period of the applicable Certificate to display the applicable Mark (in the form provided by ZealiD to Customer) to accurately and not misleadingly indicate the applicable Certificate on Customer's products, domain names or services. Customer agrees to not modify Marks in any manner or use or display Marks for any inappropriate purpose or in any way that could misrepresent the parties' relationship or diminish or damage ZealiD's reputation or the goodwill associated with any Mark or other ZealiD trademarks or service marks, including using a Mark or Certificate

with a website that could be considered associated with crime, fraud, deception, defamation, libel, obscenity, misappropriation or infringement or that is otherwise reasonably objectionable to ZealiD. All goodwill arising in connection with the use of Marks will inure to the benefit of ZealiD and if Customer obtains any right, title or interest in or to any Mark as a result of the use of such Mark, then Customer hereby irrevocably assigns to ZealiD all such right, title and interest therein and thereto.

## **4. Evaluation License**

### **4.1. Use License**

Customer agrees that it may only access or use the Service provided under this Agreement on a Pilot Basis for restricted use in a non-production, test environment, and solely for the purpose of Customer's internal, non-commercial evaluation and interoperability testing of the applicable Service, and Customer may not use the Service provided on a Pilot Basis for any other purpose.

### **4.2. Evaluation Period**

Customer's right to use the Service on a Pilot Basis are time-limited and will terminate immediately upon the earlier of (i) the Pilot end date as specified in an Order Form or other document executed by the parties regarding such Pilot, or (ii) the start date of when Customer purchases a right to use such Service on a non-Pilot Basis, or (iii) the date when ZealiD terminates Customer's right to use the Service on a Pilot Basis (which ZealiD may do at any time in its sole discretion). Customer must cease using the Service on a Pilot Basis upon any such termination.

### **4.3. Evaluation Data**

Customer agrees that any data or information that Customer enters into the Service used on a Pilot Basis, and any customizations made to such Service by or for Customer, during the Pilot Basis period may be permanently lost unless Customer purchases the same Service on a non-Pilot Basis before the termination date set forth in Section 4.2 above.

### **4.4. Evaluation Limitation of Liability**

ZealiD is not liable for damages under the agreement including, without limitation to any lost revenue, lost profits or consequential damages even if ZealiD is advised of their possibility. Limitation of liability for the Service is further set forth in the practice statements referred to in 1.2 and the Order Form.

### **4.5. Warranty Disclaimer**

Customer agrees that no warranties, service level of specifications set forth in this agreement with respect to the service will apply to any services provided on a Pilot basis. Pilot basis Service is "as is" and carries no warranty whatsoever. ZealiD



disclaims any and all warranties, express, implied or statutory, including any implied warranty of merchantability fitness for a particular purpose or non-infringement of third party rights.

#### **4.6. Order of Precedence**

In the event of a conflict between this Section 4 and any provision of the Agreement, this Section 4 will prevail and supersede the conflicting provisions in the Agreement with respect to the Service provided by ZealiD to Customer on a Pilot Basis.

### **5. Confidentiality**

#### **5.1. Confidential Information**

The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, Services, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public ("Confidential information").

Confidential Information includes:

- A. the terms of this Agreement;
- B. ZealiD Materials;
- C. information which concerns technical details of operation of any of Service; and
- D. Any Confidential information that is identified as confidential (or a similar designation) at the time of disclosure; or otherwise understood by the parties, exercising reasonable business judgment, to be confidential.

#### **5.2. Non disclosure**

Each party receiving Confidential Information (the "Receiving Party") shall keep all such Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, confidential and shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party. Provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and ZealiD may disclose to its third party service partners the terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information.

The Receiving Party further shall use the Confidential Information only for the purpose of performing this Agreement. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder.

Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all expressions of the Confidential Information or, at the Disclosing Party's option, destroy all such Confidential Information as the Disclosing Party may require; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

### **5.3. Exclusions**

The Receiving Party's obligations under Sections 5.1 and 5.2 above shall not apply to Confidential Information which:

- A. is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
- B. was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- C. subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information and is permitted to disclose such information;
- D. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- E. is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

### **5.4. Privacy**

Customer consents, for itself, its users and contacts, to provide certain required information relating to an identified or identifiable natural person ("Personal Data"), which is necessary for use of the Service, and which will be processed and used in accordance with the respective privacy statement specific to the Service. The privacy statements applicable to our Service are available at <https://www.ZealiD.com/repository/> (each, as updated from time to time, a "Privacy Policy").

## **6. Confidentiality**

### **6.1. Term**

This Agreement commences on the Effective Date and continues until terminated as set forth in this Agreement.

## **6.2. Termination**

Either party may terminate this Agreement immediately if the other party: (i) materially breaches this Agreement (including any addenda, Order Forms and other terms referenced herein) and fails to remedy the material breach within thirty (30) days after receiving notice of the material breach (except that any breach by Customer of the Practice Statements will be deemed a material breach of this Agreement for which ZealiD can immediately terminate this Agreement without a remedy period); (ii) engages in illegal or fraudulent activity in connection with this Agreement (or in the case of termination by ZealiD, Customer engages in an activity that could otherwise materially harm ZealiD's business in connection with this Agreement); (iii) has a receiver, trustee, or liquidator appointed over substantially all of its assets; (iv) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing; or (v) files a voluntary petition of bankruptcy or reorganization.

## **6.3. Effect of Termination**

Upon expiration or termination of the Agreement: (i) except as otherwise specified, all other rights and licenses granted herein terminate, (ii) each party will immediately discontinue all representations or statements that could imply that a relationship exists between ZealiD and Customer; (iii) each party will continue to comply with the confidentiality requirements in this Agreement; and (iv) Customer will, within 30 days of the date of termination, pay to ZealiD any fees, or part thereof, still owed as of the date of termination and destroy or deliver to ZealiD all sales manuals, price lists, literature and other materials relating to ZealiD.

## **6.4. Survival**

The Practice Statement provisions, and any applicable sections herein or appendices that specifically state they survive termination of this Agreement, will survive expiration or termination of this Agreement. In addition, the obligations and representations of the parties under Section 3.1, Section 3.2, Section 5 (Confidentiality), Section 6 (Termination), Section 7 (Disclaimers of Warranties, Limitation of Liability, and Indemnification), and Section 8 (Miscellaneous) survive expiration or termination of this Agreement. Customer's obligation to pay all amounts owed by Customer to ZealiD survive termination of this Agreement.

# **7. Warranties, Indemnification and Limitations of Liability**

## **7.1. Warranties**

ZealiD warrants the Certificates offered under this Agreement will comply in all material respects to the requirements in the CPS and with applicable law.

## **7.2. Disclaimers**

Other than provisions in 7.1 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, fitness for a particular purpose and non infringement.

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. ZealiD does not guarantee the accessibility of any products or Services and may modify or discontinue any offering or service at any time. 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 Agreement. .

## **7.3. Limitation of Liability**

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

To the fullest extent permitted by applicable law and notwithstanding any failure of essential purpose of any limited remedy or limitation of liability: (a) ZealiD and its affiliates, subsidiaries, officers, directors, employees, agents, partners and licensors (the “ZealiD entities”) 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 agreement or the subject matter hereof; and (b) the ZealiD entities’ total cumulative liability arising out of or relating to this agreement or the subject matter hereof will not exceed the amounts paid by Customer to ZealiD in the twelve months prior to the event giving rise to such liability, regardless of whether such liability arises from contract, indemnification, warranty, tort (including negligence), strict liability or otherwise, and regardless of whether ZealiD has been advised of the possibility of such loss or damage. no claim, regardless of form, which in any way arises out of this agreement, may be made or brought by customer or customer’s representatives more than one (1) year after the basis for the claim becomes known to the Customer.

## **7.4. Indemnification**

Customer will indemnify, defend and hold harmless ZealiD and ZealiD’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, arising from (i) Customer's breach of this Agreement; (ii) Customer's online properties for which ZealiD provides Service hereunder, or the technology or content embodied therein or made available through such properties; (iii) ZealiD's access or use in compliance with this Agreement of any information, systems, data or materials provided by or on behalf of Customer to ZealiD hereunder, (iv) Customer's failure to protect the authentication mechanisms used to secure the Service; (v) Customer's modification of a ZealiD product or service or combination of a ZealiD product or service with any product or service not provided by ZealiD; (vi) an allegation that personal injury or property damage was caused by the fault or negligence of Customer; (vii) Customer's failure to disclose a material fact related to the use or issuance of the Service; or (viii) an allegation that the Customer, or an agent of Customer, used ZealiD's Service to infringe on the rights of a third party.

## **7.5. Indemnity Obligations**

An Indemnified Party seeking indemnification under this 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 defense of any proceeding requiring indemnification unless assuming the defense 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 defense of the Indemnified Party. Even after Customer assumes the defense, 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 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 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 Agreement.

## **7.6. Injunctive relief**

Customer acknowledges that its breach of this Agreement may result in irreparable harm to ZealiD that cannot adequately be redressed by damages. Accordingly, in addition to any other legal remedies which may be available, ZealiD may seek and obtain an injunctive order against a breach or threatened breach of this Agreement by Customer, and without a need to post a bond or similar action.

## **7.7. Extent**

The limitations and obligations in this section 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 Agreement were breached or proven ineffective.

## **8. Miscellaneous**

### **8.1. Force Majeure**

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party: (a) gives prompt written notice thereof; and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

### **8.2. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between ZealiD and Customer with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void. The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.

### **8.3. Amendments**

ZealiD may amend: (i) the Practice Statements underlying the Service; (ii) the Privacy Policy; (iii) any Subscriber Terms and Conditions; and (iv) any other applicable addenda (but for clarity not an Order Form) at any time and will give notice of any material changes via the Service or by a means set forth in Section 8.7. If such an amendment materially and adversely affects Customer's rights herein, Customer will have the right, as its sole and exclusive remedy in connection with such amendment, to terminate this Agreement during the 30-day period after ZealiD's notice of such amendment, by providing written notice of termination to ZealiD. Customer's continued use of the Service after 30 days of ZealiD's notice of the amendment constitutes Customer's acceptance of the amendment.

### **8.4. Waiver and Severability**

No waiver of any right by either party under this Agreement will be of any effect unless such waiver is express, in writing, and signed by the waiving party. Any purported waiver not consistent with the foregoing is void. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal

or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained are not, in any way, affected or impaired thereby.

The invalidity or unenforceability of any provision of this Agreement, as determined by a court or administrative body of competent jurisdiction, will not affect the validity or enforceability of the remainder of this Agreement, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

## **8.5. Non Assignment**

Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without ZealiD's prior express written consent. Such consent shall not be unreasonably withheld or delayed. ZealiD reserves the right to change the contracting entity in this Agreement by providing notice to Customer.

## **8.6. Relationship**

ZealiD and Customer 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. All persons employed by a party will be employees of such party and not of the other party and all costs and obligations incurred by reason of any such employment will be for the account and expense of such party

## **8.7. Notices**

A Customer will make all notices, demands or requests to ZealiD with respect to this Agreement in writing to the "Contact" address listed on the website from where Customer purchased Service for resale, with a copy to: [legal@zealid.com](mailto:legal@zealid.com) and [support@zealid.com](mailto:support@zealid.com).

## **8.8. Governing Law and Jurisdiction**

This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.

## **8.9. Dispute Resolution**

To the extent permitted by law, before a Customer files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, Customer shall notify ZealiD, and any other party to the dispute 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 Agreement.

## **8.10. Compliance with Law**

Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each party shall comply with all applicable export laws, regulations, and requirements ("Export Control"). Regardless of any disclosure Customer makes to ZealiD of an ultimate destination of Service, software, hardware, or technical data (or portions thereof) supplied by ZealiD ("ZealiD Technology") and, notwithstanding anything contained in this Agreement to the contrary, Customer will not

- A. modify, export, or re-export, either directly or indirectly, any ZealiD Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses that any country imposes on Export Control;
- B. provide ZealiD Technology, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List", the European Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions", the United Kingdom HM Treasury's Office of Financial Sanctions Implementation's "Consolidated List of Financial Sanctions Targets in the UK", or such other applicable lists; or (c) export or re-export ZealiD Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. ZealiD shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to Customer, if Customer fails to comply with this provision.

### **8.10.1. Arbitration**

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



### **8.11. Independent Contractors**

The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.