TERMS OF USE

PREAMBLE

Meaplus AB. Väster Kolsva 5, 731 13 Kolsva, ("Provider"), is itself or through its partners providing Meaplus services you as an organisation ("**Subscriber**"). By starting to use the Service you accept that you or the organisation you represent agrees with the terms of this Meaplus services end user agreement including the data processing agreement annexed thereto (the "**Agreement**").

1. Definitions

1.1 API
Means the Meaplus cloud application programming interface, enabling Subscriber to connect their applications to the Services.

1.2 Confidential Information
Means all of the information about a party's technical information or business practices or customers, including without limitation pricing, personnel, research and know-how, login information, security methods for access to Service and any other information which is disclosed to the other party orally, visually or in a document or other tangible form and which is designated by the party as confidential.

Confidential Information does not include information received from a party (the "Disclosing Party") which the other party (the "Receiving Party") can clearly establish by written evidence (a) is or becomes generally known by the Receiving Party without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of the Receiving Party; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is required to be disclosed by court order or other legal process (provided that the Receiving Party uses reasonable efforts to provide reasonable notice to the Disclosing Party prior to such disclosure).

1.3 Documentation
Means all information supplied by Provider, which relates to the Services, such as user instructions and manuals, sales materials and technical descriptions.

1.4 Intellectual Property
Means any and all intellectual property rights in API or Services existing world-wide, including any and all patents of inventions, registered industrial designs, trade secrets, know-how and other protected information and copy rights.

1.5 Users
Means individuals who Subscriber invites to or contacts through the Services.

1.6 Services
Means the software services, API or software plug-in provided by Provider to Subscriber as set out herein.

1.7 Subscriber Data
Means any personal data that is transferred to, or in any other way processed by through Subscriber's use of Services.

2. Grant

2.1 Service grant
Provider hereby grants Subscriber the non-exclusive, non-transferable right to use API and Services to the extent the applicable subscription fees according to Section 6 have been paid.

2.2 Limitations
Subscriber may not copy, re-engineer or decompile API or Services or parts thereof in any other way than for use as set out in this this Agreement or as permitted by mandatory law.

3. The Services

3.1 Connection to Services
Provider shall make available API's and any relevant software to Subscriber to enable Subscriber to use Services during of the term of this Agreement.

3.2 User terms

Users will be offered the Services at no cost to User and at Provider's terms. The Provider may communicate directly with Users to provide information about Meaplus, Meaplus could or related services.

3.3 Performance

Provider shall perform its provision of Services in a professional manner, with appropriate and skilled personnel and in in accordance with the methods and standards normally applied to similar Services. Subscriber is aware that the storage and other limitations for Users may impact on the functioning of the Services.

3.4 Back-up

Provider will ensure that the Service and any Subscriber's content therein is backed up with regular intervals.

3.5 Service disruptions

Unless otherwise agreed between the parties in writing, Provider shall be entitled to disrupt access to Service fully or partially, when needed to enable maintenance, Service updates and other technical measures for the purpose of maintaining functionality and security. Provider shall perform scheduled disruptions with the speed called for and, if possible, outside ordinary business hours. If a disruption takes place, Provider shall without undue delay inform the Subscriber about the disruption, its scheduled duration as well as any consequence in respect of Subscriber's continued use of the Service.

3.6 Subcontractors

Provider may engage subcontractors for the performance of a Service or parts thereof and for any obligation under the Agreement. Provider remains liable for the work of such subcontractor as if for their own work.

4. Subscriber's undertaking

4.1 Responsibilities in relation to use of Services

Subscriber acknowledges that they are solely responsible for:

a) network used to connect to Services and Subscriber's own software, devices and services needed to access Services;

b) b) all content provided by Subscriber in connection their use of Services and that such Service content complies with any applicable legislation and industry practices, including those related to privacy and intellectual property rights, and that such content is free from viruses, trojans, worms or other malicious software or code;

c) any faults and defects related to Subscriber's implementation of APIs.

d) back up of any Service Data or other data stored or transferred by Subscriber or Users through Services;

e) notifying Provider immediately if they suspect unauthorised access to Service or upon suspicion of any infringements or attempted infringements that might affect the Services or the Provider; and

f) that their contact information is up to date and easily available to Users and Provider.

4.2 Protection of Intellectual Property

Subscriber undertakes to use reasonable efforts to protect Provider's Intellectual Property while executing its rights under this Agreement. Specifically, the Subscriber agrees to notify Provider immediately upon knowledge of any infringements of Provider's Intellectual Property, and to assist as reasonable requested by Provider in the safeguarding of such rights, provided that Licensee is compensated for its reasonable out of pocket expenses for such assistance.

5. Modification of the Services

5.1 Minor changes

Provider may at any point in time and without prior notice to Subscriber make modifications to the Services or the method of providing them as long as such changes will have limited impact on Subscriber's use of such Services.

5.2 Other changes by Provider

Provider may make other changes to the Service or the method of providing them than those set out in 5.1, after giving Subscriber three (3) months' notice of such change. The Subscriber may, at the latest when the change takes effect, terminate the Service with effect from the date the change takes effect or such later day specified in the notice of

termination, although no later than three (3) months from the date the change took effect.

6. Fees, payment

6.1 Subscription fee
Subscriber shall pay for Services as specified by Provider where the Service is provided.

6.2 Changes to fees
Unless otherwise agreed in writing between the parties, Provider may annually, as from the start of a new calendar year, change all fees in accordance with the Swedish Labour Cost Index for non-manual workers in the private sector (LCI tjm) code J (Informations och kommunikationsverksamhet).

6.3 Delay
In the event that Subscriber has not paid for a Service in accordance with this Agreement, in addition to remedies available to Provider or Provider's reseller, as applicable, shall have the right to suspend the provision of Service until the payments have been made.

7. Privacy protection

7.1 Data processing agreement
Subscriber is the controller of Subscriber Data and Provider is the processor such personal data. Processor may engage sub-processors for the processing of personal data and will in such cases ensure that such sub-processor has signed a data processing agreement with Provider. The parties agree to process Subscriber Data in accordance with applicable data protection legislation and the data processing agreement annexed hereto.

7.2 Data security
Provider will comply with their own trust services practice statement when providing Services. The current version of the trust service practice statement can be found at Provider's web repository.

8. Intellectual Property Rights

8.1 Ownership
Provider shall retain on behalf of itself or the original owner all right title and interest to the API, Services and related materials and information.

Subscriber shall retain on behalf of itself or the original owner all right title and interest in the Subscriber Data.

8.2 Infringement
Provider shall indemnify Subscriber against liability, loss, damages, costs and expenses imposed on Subscriber as a result of any claim or suit that a Service infringes any Intellectual Property Right of any person, provided however that Provider is notified promptly in writing of such claim or suit and that Provider is immediately given sole control of the claim or suit and all requested reasonable assistance to defend the claim or suit.

Provider shall not be liable to Subscriber for infringement claims based on usage of Service that is not foreseen in the Documentation or otherwise expressly permitted by this Agreement or where a) the Service has been combined with or incorporated into any other product or technology, b) the Service has been modified, altered or used contrary to Provider's instructions or specifications, or c) the infringement is due to Subscriber's content or Intellectual Property. Subscriber shall indemnify Provider against liability, loss, damages, costs and expenses imposed on Provider as a result of any claim or suit based on circumstances specified herein.

In the event the Subscriber's use of Service constitutes an infringement according to the foregoing, Provider shall make such modification to Service or acquire such rights which are necessary for continued use of the Service without infringement of any third-party right. Where this is not possible or would make Provider's provision of Service more difficult, Provider may terminate the Agreement with one (1) month notice of termination.

9. Warranty

The Provider warrants that to the best of their knowledge at the effective date of this Agreement, they have the right to enter into this Agreement and grant the rights herein. Except as expressly provided in this Agreement, the API, Services and Documentation are provided "AS IS" and "AS AVAILABLE" and Provider disclaims any other warranty for the Service.

10. Liability for Services

10.1 Liability for fault
In the event of a fault in a Service, the Provider shall, if possible, remedy the fault within the

urgency required by the circumstances. If Subscriber has not been able to use the Services in significant respect due to fault in the Service, Subscriber is also entitled to receive, for the period form the notification of the fault and during the time the fault persists, a reasonable reduction of the Service fees for that period.

10.2 Notification of faults
The Provider is liable as set out in 10.1 only to the extent that the solution for the fault has not been described on the Provider's FAQ site and the Subscriber has notified the Provider within a reasonable time after discovering the fault and in the notification to Provider stated and/or demonstrated how the fault presents itself.

Regardless of other provisions of this Agreement, in no event will either party be liable for incidental, indirect or consequential damages or for loss of use or data, lost profits, savings or revenues of any kind, even if such party has been advised of the possibility of such damages.

In no event shall Provider's total aggregate liability under this Agreement exceed 15 % of the annual fee paid by Subscriber for the Service.

11. Subscriber's indemnification

Subscriber shall indemnify and hold Provider harmless from any third-party claims arising out of Subscriber's breach of their obligations under this Agreement or out of Subscriber's content or use of the Services.

12. Confidentiality

The parties acknowledge the proprietary nature of each other's Confidential Information. Accordingly, the Receiving Party shall have following obligations regarding treatment of Confidential Information:

a) the Receiving Party shall take all reasonable steps to maintain the confidentiality of the other party's Confidential Information;

b) the Receiving Party shall store the other party's Confidential Information in a secure area being commensurate with the storage of its own Confidential Information of similar nature; and

c) the Receiving Party shall not without the other party's prior written consent disclose, provide or

make available any of other party's Confidential Information in any form to any person, except employees of the Receiving Party whose access is necessary to enable that party to accomplish its obligations and exercise its rights under this Agreement and who has made confidentiality commitments at least as stringent as those of this Agreement.

This Section shall survive any termination or expiration of the Agreement for whatever cause for three (3) years.

13. Miscellaneous

13.1 Force Majeure
The performance of either party as required by this Agreement, shall be extended by a reasonable period of time if such performance of the respective party is impeded by an unforeseeable event beyond such party's control, which shall include but not be limited to acts of God, industrial actions, riots, wars, accidents, embargo or requisition (acts of government), hereinafter referred to as "Force Majeure". In case of Force Majeure, each party shall promptly notify and furnish the other party in writing with all relevant information hereof. As soon as the performance is no longer impeded, the party shall perform the obligation in accordance with the Agreement. In the event the impediment has not ceased after three (3) months, then the other party shall have the right to terminate the Agreement.

13.2 Governing law
The construction and performance of this Agreement shall be governed by the laws of Sweden.

13.3 Dispute resolution
Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof shall be settled by Swedish public courts.

14. Termination

14.1 Early termination
Each party may terminate this Agreement as follows:

a) without compensation to the other party, in the event of a material breach by the other party which breach is not cured within thirty (30) days of a written notice from the non-defaulting party

describing in reasonable detail such breach and referencing this clause; or

b) without compensation to the other party and immediately, upon any attempt by the other party to assign, delegate, sublicense, or otherwise transfer this Agreement, or any of its rights.

14.2 Consequences of termination

In the event of termination of this Agreement, both parties shall return all data materials, information and other property of the other party, except for materials that are necessary for exercising the rights that survive the termination or expiration of this Agreement.