

ECOSYSTEM TERMS OF SERVICE FOR VENDORS

VERSION 2020 09 25

1 PARTIES

These Ecosystem Terms of Service for Vendors and Order Form together define the agreement (“Agreement”) between you (the Vendor) and Zapflow Ltd (business ID 2689962-4); Tekniikantie 14, 02150 Espoo, Finland (“**Zapflow**”);

Zapflow and the Vendor may hereinafter be referred to collectively as the “**Parties**” and each separately as a “**Party**”.)

2 BACKGROUND AND PURPOSE

2.1 Zapflow is an innovative online software service provider providing various investment, portfolio and transaction management tools for professional investors, including but not limited to private equity companies and angel investors, in the alternative assets market through its proprietary Zapflow Platform (as defined below) within the digital Service Ecosystem provided in collaboration by Zapflow and its Partner (as defined below).

2.2 Vendor is a service provider having business interest in offering customers of Zapflow who are investors domiciled and/or acting in the Territory (as defined below) Vendors services in the Service Ecosystem that is based on Zapflow Platform during the validity of and under the terms of this Agreement.

2.3 The Parties wish to enter into this Agreement concerning the terms and conditions under which Zapflow and Partner admit Vendor to the Service Ecosystem and allow Qualified Vendor to market and sell Vendor Services at the Service Ecosystem during the validity of this Agreement for the purposes defined herein.

2.4 This Agreement shall govern the entire relationship of the Parties concerning the subject matter herein as no terms and conditions delivered with or contained in the Vendor’s acknowledgements, acceptances, specifications or similar documents shall form part of the Agreement. The Vendor hereby waives any right which it may have to rely on such terms and conditions. This Agreement replaces any existing agreement on subscription of Zapflow Platform offered to the Vendor.

3 DEFINITIONS AND APPENDICES

3.1 As used in this Agreement, in addition to the words and phrases defined above, the capitalized words and phrases listed below shall, unless otherwise clearly indicated or evident in the context, have the respective meanings specified below. Where appropriate, the singular shall include the plural and vice versa. Unless otherwise indicated, references to “**Sections**” and “**Appendices**” shall mean the Sections and Appendices of this Agreement.

3.2 “**Account**” means the primary means for accessing and using the Service Ecosystem, subject to payment of a Service Fee by the Vendor to Zapflow.

- 3.3 **“Authorization”** means the set of rights and privileges assigned to a User by Vendor as regards to Account or Zapflow Customer as regards to Guest Account.
- 3.4 **“Content”** means any data and information available to the Vendor through the Service Ecosystem, including but not limited to articles, documents, brochures, presentations, pictures, images, audio-visual works, other informational materials, and any comments.
- 3.5 **“Confidential Information”** means any material or information received from the other Party or Customer and marked as confidential or which should be understood to be confidential (“Confidential Information”). The term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which the Receiving Party can demonstrate (i) is in the public domain at the time of signing this Agreement or later is published or otherwise becomes part of the public domain other than by breach of this Agreement, (ii) is lawfully received by the Receiving Party from an independent third party without any obligation of confidentiality, (iii) is already known to, or independently developed by, the Receiving Party without use of the Confidential Information, (iv) is public information.
- 3.6 **“Controller”** means Zapflow in respect of processing Personal Data in Qualified Vendor Information.
- 3.7 **“Customer”** means professional investors, including but not limited to private equity companies and angel investors, in the alternative assets market who use of Service Ecosystem.
- 3.8 **“Qualified Vendor Information”** means information i) found in the Order Form, ii) about Users (including names and contact information) or iii) arising out of the Vendor and Users’ using the Service Ecosystem (e.g. number of logins, number of actions taken and similar analytics on the usage of the Service Ecosystem).
- 3.9 **“Data Protection Laws”** means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **“GDPR”**) and any other applicable European or foreign data protection laws as amended.
- 3.10 **“Guest Account”** means and ad hoc account created for the Vendor subject to an Authorization from Zapflow Customer with limited temporal and material rights and privileges with regard to an individual transaction or portfolio of the Zapflow Customer.
- 3.11 **“Intellectual Property Rights”** or **“IPR”** means patents, petty patents, utility models, design patents, designs (whether or not capable of registration), chip topography rights, computer programs, domain names, database rights and other like protection, copyrights (including the right to modify, assign, develop and amend) trademarks, service marks, trade names, trade dresses, trade secrets, inventions and/or any other industrial and/or intellectual property rights, and applications, divisions, continuations, renewals, re-exams and reissues thereof, regardless of whether such right is capable of registration or have been registered.
- 3.12 **“Order Form”** means the order confirmation made by a Vendor detailing pricing and other commercial terms of this Agreement
- 3.13 **“Partner”** means the co-operation partner (“Ekosysteemin yhteistyökumppani” in the Order Form) developing the Service Ecosystem in collaboration with Zapflow. For clarity sake the Partner is not a party to this Agreement.

- 3.14 “**Qualified Vendor**” means a service provider admitted to the Service by Zapflow to promote its services in the Ecosystem.
- 3.15 “**Qualified Vendor Criteria**” means a mandatory set of conditions issued by the Partner and/or Zapflow from time to time that the Vendor must meet in order to access and use the Service Ecosystem and/or Zapflow Platform.
- 3.16 “**Personal Data**” means any information relating to an identified or identifiable natural person provided by the Vendor in course of using the Service Ecosystem and processed under applicable Data Protection Law. For sake of clarity, Zapflow acts as the Controller in respect of Personal Data forming part of the Qualified Vendor Information.
- 3.17 “**Promotion Tools**” means any tools or functionalities available to qualified Vendor at the Service Ecosystem and/or Zapflow Platform through which Vendor may market and promote Qualified Vendor Services to Zapflow Customer from time to time.
- 3.18 “**Service Ecosystem**” means an innovative business model consisting of the technical solution that is offered exclusively in the Territory, managed and operated by Zapflow and is based on Zapflow Platform. Through the Service Ecosystem the Qualified Vendor may, *inter alia*, manage transactions and portfolios, receive marketing messages from various stakeholders and purchase accessory services from Qualified Vendors and licensed to the Customers under this Agreement. The Service Ecosystem built and maintained upon existing Zapflow Platform contains added functionalities and additional stakeholders compared to existing Zapflow Platform, such as the Partner and Qualified Vendors
- 3.19 “**Service Fee**” means a payment by Vendor to Zapflow for the subscription to the Service Ecosystem as detailed in the Order Form.
- 3.20 “**Territory**” means Zapflow’s geographically defined market segment consisting of the current and potential Customers who are domiciled in in the area of the Republic of Finland, based in the Republic of Finland or otherwise have substantial activity and presence in the Republic of Finland and who are entitled to use the Service Ecosystem.
- 3.21 “**User**” means a natural person using the Ecosystem authorized by the Qualified Vendor (such as Vendor’s employee or representative).
- 3.22 “**Vendors Services**” means any services and/or products offered by Vendor to Zapflow’s Customers via the Service Ecosystem during the validity of the Agreement.
- 3.23 “**Zapflow Platform**” means a proprietary productivity tool for professional investors offered outside the Territory for managing their day-to-day operations forming the underlying platform for the Service Ecosystem, including but not limited to Web application, mobile applications, services and/or products available at the Zapflow Platform from time to time.

4 ZAPFLOWS’ RIGHTS AND RESPONSIBILITIES

4.1 Zapflow shall during the validity of this Agreement:

- (i) make the Service Ecosystem available to the Qualified Vendor pursuant to this Agreement;

- (ii) provide Qualified Vendor with applicable standard technical support for the Service Ecosystem as requested by the Qualified Vendor;
- (iii) use commercially reasonable efforts to have the Service Ecosystem available for Qualified Vendor Qualified Vendor s' 24 hours a day, 7 days a week during the term of this Agreement, save for planned downtime and any unavailability caused by a Force Majeure event, as further detailed in Section 15.

4.2 Notwithstanding the above, Zapflow shall have the right to temporarily suspend the provision of the Service Ecosystem at any time without any obligation to compensate any damages to Qualified Vendor.

4.3 Zapflow shall have the right to temporarily deny Qualified Vendors' and Users' access to the Service Ecosystem without any prior notice to Qualified Vendor or Users, if Zapflow reasonably suspects that one or several Users burden or use the Service Ecosystem in a manner which may jeopardize the availability of the Service Ecosystem to the other users of the Service Ecosystem. Zapflow shall without undue delay inform the Qualified Vendor of the reasons for such denial by email to the representative of the Qualified Vendor.

4.4 Qualified Vendor acknowledges that interruptions to the availability of the Service Ecosystem and/or Zapflow Platform may also occur due to no fault of Zapflow, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.

4.5 The Qualified Vendor acknowledges that the Service Ecosystem may from time to time include links and integrations to third party websites, applications and data sources ("**Third-Party Sites**"). Zapflow shall not be responsible for nor endorse any advertising, products, or other materials on or available from such Third-Party Sites. Zapflow may from time to time also include articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Content is always subject to the terms and conditions of the respective third parties and, in case the Qualified Vendor decides to access, use or install any such Third-Party Content outside the Service Ecosystem and/or Zapflow Platform, the Qualified Vendor shall solely bear any related risks.

- 4.6 The Qualified Vendor acknowledges that Zapflow may under this Agreement, in its sole discretion, provide any and all updates, features, new versions, or other functionality, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Service Ecosystem (collectively, the “**Updates**”). Such Updates provided to the Qualified Vendor may be subject to any additional terms as presented by Zapflow, including, if applicable, additional fees. The Qualified Vendor hereby authorize Zapflow to, and agree that Zapflow may, automatically and in good faith transmit, access, install, and otherwise provide Updates without further notice or need for a prior consent from the Qualified Vendor when such Updates are provided to the Qualified Vendor free of charge. Zapflow has no obligation to, and nothing in this Agreement may be construed to require Zapflow to, create, provide, or install Updates. Zapflow will, however, use its reasonable efforts to provide the Qualified Vendor with information about the Updates before, if the Updates require changes to the Qualified Vendors’ equipment or software. For the sake of clarity, if the Qualified Vendor does not accept the Updates or additional fees, the Qualified Vendor may continue using the Service at the then current terms as defined in section 17.3
- 4.7 In the event of an error, or other problem arising out of or in connection to the Service Ecosystem, the Qualified Vendor shall inform Zapflow, and upon request, demonstrate, how the error occurs (if possible) as guided by Zapflow and grant Zapflow access to the Qualified Vendors’ hardware, software, data and other systems if requested by Zapflow (where necessary).
- 4.8 Zapflow will make reasonable efforts in accordance with Zapflow’s applicable correction policy to correct any reported errors in the Service Ecosystem without undue delay. Correction of an error in the Service Ecosystem may also take place by providing a work-around or by providing the Qualified Vendor with written instructions to bypass the error, or by providing the Update(s) or correction patch in which the error is corrected or bypassed. However, if the error or malfunction cannot be reproduced or where it is not reasonably practical to resolve the reported error or malfunction, Zapflow will provide the Qualified Vendor with its best recommendations or an explanation, and the Parties will convene to agree on closing of the issue. The Qualified Vendor accepts that not all errors or malfunctions are necessarily capable of correction or rectification.
- 4.9 Zapflow shall make back-up copies of the data entered by Qualified Vendor and controlled by the Qualified Vendor (“**Qualified Vendor’s Data**”) within the Service Ecosystem and maintain such back-up copies in a suitable manner in conformity with Zapflow’s’ back-up practice available to the Qualified Vendor upon request. Zapflow shall maintain one (1) back-up copy of the latest Qualified Vendor Data for the duration of this Agreement and be entitled to destroy each time older back-up copies. The Qualified Vendor shall be responsible for making all other back-up copies.
- 4.10 If Qualified Vendor Data is deleted, lost, altered, or damaged when using Qualified Vendor’s own user name and password or Qualified Vendor has otherwise by Qualified Vendor’s own action deleted, lost, altered or damaged Vendor Data, Zapflow shall have the right to charge for the recovery of Qualified Vendor Data in accordance with Zapflow’s then-current price list.

5 GRANT OF RIGHTS

- 5.1 Subject to compliance with the terms and conditions of this Agreement, fulfillment of Qualified Vendor Criteria and the payment of the applicable Service Fee, Zapflow hereby grants the Qualified Vendor a non-exclusive, revocable, non-transferable and non-sublicensable License to access and use the Service Ecosystem during the validity of this Agreement solely for the Qualified Vendors' own business purposes, excluding the provision of any services directly or indirectly competing with the Service Ecosystem or Zapflow Platform.
- 5.2 In consideration of the rights granted herein, Qualified Vendor shall pay to Zapflow a subscription-based Service Fee in accordance with the payment terms detailed in the Order Form. For the sake of clarity, Zapflow issues Licenses to existing Zapflow Qualified Vendors on a discounted rate, as detailed in the Order Form in exchange for a transfer of such existing Qualified Vendor to the Service Ecosystem.
- 5.3 The rights shall be granted for the period defined in the Order Form.
- 5.4 For clarity, the Service Fee set out above covers the features of the current version of the standard solution of Service Ecosystem. All premium features as well as all additional API integrations and other possible consultancy services provided to Qualified Vendor by Zapflow, where applicable, shall be subject to additional fees separately agreed upon by the Parties.
- 5.5 All rights not expressly granted to the Qualified Vendor are reserved by Zapflow and its licensors.

6 USE OF THE SERVICE ECOSYSTEM

- 6.1 Most features, functions, parts, or elements of the Service Ecosystem can be used or accessed only by holders of an Account. The Qualified Vendor must provide Zapflow with required, complete and up-to-date information in order to create an Account. Persons needing to access and use an Account on behalf of the Qualified Vendor, must be designated as Users by the Qualified Vendor. Each such User shall be subject to the restrictions set forth in this Agreement. Only the Qualified Vendor and Users are allowed to access and use the Service Ecosystem through the Qualified Vendors' Account in accordance with this Agreement.
- 6.2 In case The Qualified Vendor adds Users to the Ecosystem, such Users will be deemed to be authorized to act on behalf of the Qualified Vendor when using the Account. Zapflow shall not be responsible for verifying the validity of an Authorization of any User nor bear any liability therewith. However, Zapflow may, in its discretion, request additional information or proof of the person's credentials. Provided Zapflow has reasonable grounds to suspect whether a User has been granted an appropriate Authorization, Zapflow may, in its sole discretion, prevent such User from accessing the Service Ecosystem and/or Zapflow Platform.
- 6.3 A User may be associated with multiple Customers, Vendors and Accounts. Deleting a User from one Account will not remove the User from the Zapflow Platform if he/she is connected to multiple Accounts.

- 6.4 Zapflow shall provide the Qualified Vendor with a username and password (“**Login Credentials**”) upon creation of an Account to be used to log in to its Account, unless the Qualified Vendor uses the single sign-on feature or another service to log in. Provided the Qualified Vendor designates several Users, each User shall be provided with separate Login Credentials. These Login Credentials must not be used by multiple persons. Using of login credentials by multiple persons is a material breach of this agreement. Qualified Vendor and each User are responsible for keeping confidential all Login Credentials associated with an Account. Client must promptly notify Zapflow of any disclosure, loss or unauthorized use of any Login Credentials.
- 6.5 Qualified Vendor shall be responsible for all activity occurring under Qualified Vendors’ Account and comply with all applicable laws and regulations in connection with Users’ use of the Service Ecosystem. Qualified Vendor shall use all reasonable endeavours to prevent unauthorized access to or use of Qualified Vendors’ Account. Zapflow shall under no circumstances be held liable for unauthorized use of the Qualified Vendors’ and/or Users’ Login Credentials and/or Account.
- 6.6 The Qualified Vendor is responsible for having obtained all necessary rights to the data they enter into the Service Ecosystem.
- 6.7 Zapflow shall be entitled to remove or deny publication of any unlawful data entered into the Service Ecosystem, restrict access to such data, or delete it.
- 6.8 In case the Qualified Vendor terminates this Agreement in accordance with Section 14, Zapflow shall permanently delete the Account of the respective Qualified Vendor no later than six (6) months of the effective date of such termination.

7 QUALIFIED VENDOR INFORMATION

- 7.1 The Qualified Vendor acknowledges that Zapflow provides the Service Ecosystem, which is supported by the Partner including added functionalities as compared to Zapflow Platform, such as easy access to qualified third-party vendors.
- 7.2 Rights, title and interest in and to the Qualified Vendor Information shall be and remain vested with the Qualified Vendor.
- 7.3 To the extent not limited by Section 9 (Confidentiality) and subject to applicable Data Protection Law and this Agreement, Zapflow and the Partner have the right to collect and generate anonymous data and statistics from Qualified Vendor Information arising out of the Qualified Vendors’ and/or Users’ use of the Service Ecosystem and/or Zapflow Platform (“**Aggregate Data**”) for updates and development of the Service Ecosystem.
- 7.4 While Zapflow acts a Controller of Personal Data in the Qualified Vendor Information as defined herein and in Data Processing Addendum (“DPA”) found in www.zapflow.fi/data-processing-addendum, Zapflow has the right to disclose such data to the Partner in accordance with Data Protection Law DPA and this Agreement. Terms relating to processing of Personal Data are set out in the DPA.

7.5 For purposes of the Service Ecosystem, verification of access to it, use of Qualified Vendor Information as set in section 7 Zapflow shall access to certain Personal Data, including without limitation names, functions, business units and contact details of the Qualified Vendor's employees, temporary and casual workers, officers, directors, representatives, consultants, agents, independent contractors, and other personnel ("the Personnel"). It is Qualified Vendor's sole responsibility to ensure at its own cost that the collection of Personal Data and disclosure of Personal Data to Zapflow for the above purposes complies with applicable laws including without limitation any employment, labour, data protection and privacy laws.

8 RESPONSIBILITIES OF QUALIFIED VENDOR

8.1 Qualified Vendor and its Users may use the Service Ecosystem and any part or element thereof only in the scope, with the means and for the purposes as identified in this Agreement and applicable law. By way of example, neither the Qualified Vendor nor any User may a) use the Service Ecosystem or any part or element thereof to commit a crime, breach any applicable law; b) copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer, or decompile the Service Ecosystem or any part or element thereof, or attempt to extract the source code thereof; or c) use the Service Ecosystem or any part or element contrary to what has been agreed to the terms of this Agreement.

8.2 Misuse of the Service Ecosystem by Qualified Vendor or any User may lead to termination of this Agreement or suspension or denial of access to the Service Ecosystem.

8.3 The Qualified Vendor or any User shall not, without Zapflow's prior express written consent:

- (i) sell, resell, lease, sublicense, distribute, provide, disclose, divulge, commercially exploit or otherwise grant access or make the Service Ecosystem available in whole or in part to any third persons, unless such third person is another User of the same Qualified Vendor;
- (ii) modify or make derivative works based upon the Service Ecosystem;
- (iii) reverse engineer the Service Ecosystem;
- (iv) access the Service Ecosystem in order to build a competitive product or service;
- (v) circumvent or attempt to circumvent any usage control or anti-copy features of the Service Ecosystem;
- (vi) probe, scan or test the vulnerability of the Service Ecosystem;
- (vii) use the Service Ecosystem or the Content available through the Service Ecosystem in any manner that could damage, disable, overburden or impair the Service Ecosystem;
- (viii) use any data mining, robots, scraping, or similar data gathering or extraction methods;

- (ix) use the Service Ecosystem for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
- (x) use the Service Ecosystem in ways that violate intellectual property rights, trade secrets or privacy of third parties;
- (xi) use the Service Ecosystem for unauthorized, inappropriate or unethical purpose or activities;
- (xii) use the Service Ecosystem to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment; or

8.4 Qualified Vendor may regularly evaluate and report to Zapflow its views on and input regarding the Service Ecosystem, including in regard to availability, performance and functionality (“**Feedback**”), as further agreed between the Parties.

8.5 All Feedback provided by Qualified Vendor shall be treated by Qualified Vendor as confidential information and by Zapflow on a non-confidential and unrestricted basis. Zapflow shall receive all ownership rights and Intellectual Property Rights in the Feedback (including all derivatives and improvements thereof). Qualified Vendor acknowledges that Zapflow may use the Feedback for any purposes, including incorporating the Feedback into the Service Ecosystem (including all improvements thereof) and utilizing the Feedback when further developing the Service Ecosystem and/or Zapflow Platform itself or through a third party. However, nothing in this Agreement shall constitute an obligation for Zapflow to use any Feedback provided by Qualified Vendor in any way.

8.6 Qualified Vendor is responsible for preparing its hardware, connections, software and data systems to meet the operating environment of the Service Ecosystem. The use of the Service Ecosystem requires a functioning connectivity to internet.

9 CONFIDENTIALITY

9.1 A Party (“**Disclosing Party**”) may disclose its Confidential Information (as defined below) to the other Party (“**Receiving Party**”) during the performance of this Agreement.

9.2 Unless permitted by the Disclosing Party, the Receiving Party shall not disclose to third parties nor use for any other purposes than those stated in this Agreement, any Confidential Information. For the sake of clarity, all data entered in the Qualified Vendor’s dedicated database is confidential. Also for clarity, Zapflow may disclose i) the fact that Qualified Vendor is a customer and ii) Qualified Vendor’s Users’ are users in the Ecosystem, and iii) share contact information and public information of the Qualified Vendor and Users to the Partner and the Partner shall be entitled to use this information for internal business purposes such as marketing, analytics and development of the Service Ecosystem..

- 9.3 The Receiving Party shall limit disclosure of the Confidential Information to its employees, subcontractors, consultants, officers, agents and affiliates on a need to know basis only, provided that all such persons receiving Confidential Information shall be made aware of its confidential nature and the restrictions and obligations set out herein and shall be under similar restrictions and obligations no less stringent than those set forth herein.
- 9.4 Receiving Party shall not be prevented to disclose Confidential Information received from the Disclosing Party if such disclosure is in response to a valid order of a court or any other governmental body, or if such disclosure is otherwise required by mandatory law or applicable stock exchange rules, provided always that the Receiving Party gives a prior written notice thereof to the Disclosing Party and makes reasonable efforts to protect the Confidential Information in connection with such disclosure.
- 9.5 The Receiving Party shall in no event use a lower degree of care in safeguarding the Disclosing Party's Confidential Information than it uses for its own information of like sensitivity and importance. However, the Receiving Party must in any case use not less than a reasonable degree of care. Upon discovery of any unauthorized disclosure of Confidential Information in its possession, the Receiving Party shall promptly inform the Disclosing Party and use its best endeavors to prevent any further breach, disclosure and/or unauthorized use.
- 9.6 Upon termination of this Agreement, the Receiving Party will, at the Disclosing Party's written request, return or destroy any documents or other material containing any Confidential Information (including any copies thereof) in its possession, provided that such destruction is technically possible and unless otherwise agreed by the Parties.
- 9.7 The confidentiality obligation set out herein shall survive the termination of this Agreement and continue for 5 years thereafter

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Zapflow (and its licensors and affiliates, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service Ecosystem, and the Feedback, including to any and all enhancements, suggestions, modifications, extensions and/or derivative works thereof. This Agreement does not convey any rights of ownership in or related to the Service Ecosystem, or Feedback to Qualified Vendor.
- 10.2 Qualified Vendor is solely responsible for the Qualified Vendor Data provided to Zapflow and the consequences of posting or publishing them on or through the Service Ecosystem. In connection with Qualified Vendor Data, Qualified Vendor affirms, represents, and warrants that:
- (i) Qualified Vendor either owns its Qualified Vendor Data or has the necessary licenses, rights, consents, and permissions to use and authorize Zapflow or the Partner to display or otherwise use the Qualified Vendor Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to the Vendor Data in a manner consistent with the intended features of the Service Ecosystem and the terms of this Agreement, and to grant the rights and license set forth in Section 7 and

(ii) r Vendor Data, Zapflows' or the Partners' use of such Qualified Vendor Data pursuant to this Agreement, and Zapflows' or the Partners' exercise of the license rights set forth in Section 7, do not and will not:

(a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

(b) violate any applicable law or regulation anywhere in the world; or (c) require obtaining a license from or paying any fees and/or royalties by Zapflow to any third party for the performance of any services Qualified Vendor has chosen to be performed by Zapflow or for the exercise of any rights granted in this Agreement, unless Qualified Vendor and Zapflow otherwise agree.

10.3 Notwithstanding the above, Zapflow and the Partner shall fully respect the Qualified Vendors' exclusive ownership of the Vendor Data and may use Vendor Data solely for the purposes detailed in Section 7.

11 DISCLAIMER AND WARRANTIES

11.1 To the maximum extent permitted under applicable law, the Service Ecosystem is provided "as is" and "as available" and Zapflow hereby disclaims all express or implied representations, warranties and guarantees with regard to the Service Ecosystem and of merchantability, satisfactory quality, noninfringement and fitness for a particular purpose. Zapflow does not warrant that the Service Ecosystem are or will be error-free, will meet Qualified Vendors' or Users' requirements, or be timely or secure.

11.2 Notwithstanding the above, Zapflow warrants that is has the right to grant the Qualified Vendor the rights under Section 5 and that Qualified Vendor and Users have the right to use the Service Ecosystem in accordance with this Agreement.

11.3 Qualified Vendor warrants that it is authorized to enter into this Agreement.

11.4 The Qualified Vendor understands that Zapflow is the contracting Party to this Agreement and the Partner has no obligations and bears no liability in respect to Service Ecosystem, Qualified Vendor, Zapflow or any third party,

12 INDEMNIFICATION

12.1 The Qualified Vendor agrees to defend, indemnify and hold harmless Zapflow and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Qualified Vendors' use or misuse of the Service Ecosystem, representations made to Zapflow, its affiliates and/or third parties, violation of the terms of this Agreement, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Zapflow reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Vendor is required to indemnify Zapflow, and the Vendor agrees to cooperate with such defence of these claims.

13 LIMITATION OF LIABILITY

- 13.1 Zapflow and its licensors shall not be liable to Qualified Vendor, whatever the cause thereof, for any loss of revenue, profit, business, goodwill or reputation or loss caused as a result of interruptions in business or any other consequential or indirect damages arising under this Agreement. This limitation shall not apply in cases of intentional misconduct or gross negligence.
- 13.2 Zapflow's total and aggregate liability, during the term of this Agreement, arising under or relating to this Agreement shall under no circumstances exceed 100% of the Service Fee paid by Qualified Vendor during the the-current period of the Agreement.

14 TERM AND TERMINATION

- 14.1 This Agreement shall become legally binding when duly signed by both Parties and shall continue in force for a period of one (1) year ("**Initial Period**") and thereafter will automatically renew for consecutive periods of one (1) year at a time subject to then-current license pricing terms, unless terminated by either Party by written notice given no less than three (3) months before the date of expiry.
- 14.2 Notwithstanding the above, Zapflow may suspend or terminate this Agreement upon written notice to Qualified Vendor without liability, in case
- 14.1.1 the Qualified Vendors' payment under this Agreement is delayed for more than thirty (30) following the respective due date for such payment until Qualified Vendor has paid all due payments to Zapflow; or
- 14.1.2 The Qualifies Vendor operates in a way which could harm the best interest of the Service (e.g. employees, management or owners of the Vendor are charged for criminal offences or otherwise could cause mistrust by Customer, Partner or Zapflow; or Vendor begins to compete with Zapflow or Partner).
- 14.3 In addition, each Party may terminate this Agreement with immediate effect upon written notice to the other Party, if the other Party:
- (i) commits a material breach of the Agreement, which is capable of being cured, but is not cured within thirty (30) days after the breaching Party has been notified of the breach;
 - (ii) commits a material breach that is not capable of being cured; or
 - (iii) becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business.
- 14.4 The termination of this Agreement shall not affect any accrued rights of Zapflow.
- 14.5 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall be deemed to so survive.

15 FORCE MAJEURE

- 15.1 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome (“**Force Majeure**”). For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a Force Majeure event also when the Party concerned is the target of such action. A Force Majeure event suffered by a subcontractor of a Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other Party in writing of a Force Majeure event and the termination of the Force Majeure event.

- 15.2 If the Force Majeure event has lasted for more than sixty (60) days, the Parties may terminate the Agreement by providing the other Party with written notice thereof.

16 SUBCONTRACTORS

- 16.1 Zapflow reserves the right to provide the Service Ecosystem through subcontractors. Zapflow is responsible for such subcontractors and shall ensure that they comply with this Agreement, and any disclaimers, warranty exclusions and limitations of liability of Zapflow under this Agreement shall apply to such subcontractors.

17 MISCELLANEOUS

17.1 Entire Agreement

This Agreement (including any attachments hereto) sets forth the entire Agreement and understanding among the Parties relative to the subject matter contained herein and supersedes all other agreements, oral and written, heretofore made between the Parties.

17.2 Severability

If one or more provisions of this Agreement is or becomes either in whole or in part illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The provision that is in whole or in part illegal, invalid or unenforceable shall be replaced by a valid provision that approximates as closely as possible the economic intent of the original provision.

17.3 Amendments to these Ecosystem Terms of Service for Vendors

Zapflow may update and change any part or all these Ecosystem Terms of Service for Vendors, including the fees and charges associated with the use of the Zapflow Ecosystem (but, Qualified Vendor’s fees and charges won’t change during the subscription term). If Zapflow updates or changes this Agreement including details specified in the Order Form, Zapflow shall notify the Qualified Vendor by email or in-app notification.

The updated Ecosystem Terms of Service will become effective and binding on the next business day after it is posted. When Zapflow changes these Ecosystem Terms of Service for Vendors, the "Last Modified" date above will be updated to reflect the date of the most recent version.

If Qualified Vendor does not agree with a amendment to the Ecosystem Terms of Service, the Qualified Vendor must notify Zapflow in writing within thirty (30) days after receiving notice of modification. If Qualified Vendor gives Zapflow this notice, Qualified Vendor subscription shall continue to be governed by the terms and conditions of these Ecosystem Terms of Service prior to amendment for the remainder of Qualified Vendor's then current subscription term. Upon renewal, the Ecosystem Terms of Service published by us on the www.zapflow.fi website will apply.

17.4 Assignment

Qualified Vendor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Zapflow (such consent not to be unreasonably withheld). Zapflow has the right to assign this Agreement to its affiliates or successors as part of a restructuring, merger, acquisition, asset sale, business transfer or other corporate reorganization.

Zapflow may assign Zapflows' receivables under this Agreement to a third party.

17.5 Notices

Any notice or other communication required or permitted to be given under this Agreement must be made in English in writing to the contact persons specified in Section **Error! Reference source not found.** Any notice shall be deemed to have been delivered: (i) upon receipt, when delivered personally or through registered mail; (ii) within seven (7) days if delivered by first class mail; or the following business day, if delivered per email and no automatic malfunction or out-of-office reply was received.

17.6 No partnership

Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties.

17.7 No waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17.8 Notices

Notices to Zapflow shall be sent to Zapflow Ltd by email to legal@zapflow.com or the CEO of Zapflow. Notices to Qualified Vendor shall be sent to the address provided by the Qualified Vendor in the Order form or the CEO of the Qualified Vendor.

17.9 Applicable Law

The Agreement is governed by the laws of Finland, excluding its choice of law rules.

17.10 Dispute resolution

Any dispute arising in connection with the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one arbitrator and the arbitration language shall be English. The seat of arbitration shall be Helsinki, Finland.