TERMS OF USE (CENTERPOINT SMARTFORMS ONLINE SUBSCRIPTION)

Last update: 20 September 2024

These Terms of Use (the Terms) will be a part of the legally binding Agreement (as defined below) entered in between you (below You or Your) and Metaforce AB, reg. no. 556638-0167, Vasagatan 40, 111 20 Stockholm, Sweden (below Metaforce) (together Party or the Parties) governing Your use of the Service (as defined below).

1. STRUCTURE OF THE AGREEMENT

1.1 This Agreement (the Agreement) consists of (i) these Terms; (iii) the Data Processing Agreement; and (iv) applicable Service descriptions (as available on our website https://metaforce.se/smartforms).

1.2 In case of any inconsistencies, the documents shall take precedence in the order presented above. However, the Data Processing Agreement will take precedence over any other document related to Personal Data or the processing of Personal Data as defined in the GDPR.

1.3 The Service governed by this Agreement consists of (a) the online applications, the application program interface and any documentation, modifications, or fixes thereto that stipulates the Service (as described on our website https://metaforce.se/smartforms).

1.4 By agreeing to an order form, registering on our website https://metaforce.se/smartforms, or by using the Service via a Metaforce authorized partner You accept and enter into this legally binding Agreement and agree to subscribe to the Service.

1.5 You agree to provide Metaforce with accurate and complete information and to promptly notify Metaforce in the event of any changes to any such information. If You agree to these Terms for use of the Service by an organization, You also agree to the terms on behalf of an organization. By doing so, You guarantee that You have the authority to enter into legally binding Agreements in the name of said organization.

1.6 Your purchase, procurement or other terms shall not apply to the Agreement, even if referred in or attached to Your purchase order or other document submitted by You.

2. YOUR USE OF THE SERVICE

2.1 You are responsible for maintaining the equipment, software, and communication services required to use the Service and for maintaining the security of Your IT environment. Any violation of these Terms by any of Your users shall be deemed to be a violation thereof by You. You will be liable for any actions or omissions to act via Your user account(s), whether such activities occur with Your permission or not. It is therefore of great importance that You make sure to keep all login details such as usernames and passwords safe and protected. If You become aware of unauthorized use of Your user account(s), make sure You notify Metaforce immediately.

3. USAGE RESTRICTIONS

3.1 You may not (i) sell, resell, or lease the Service to any third party; (ii) reverse engineer, decompile or create derivative works of the Service, or attempt or assist anyone else to do so, unless this restriction is prohibited by law, (iii) access or attempt to access Service unless lawfully authorized to do so, (iv) use the Service to transmit or store any malicious code, (v) access the Services to create a competitive product, (vi) interfere with the integrity or performance of the Services, (vii) remove or alter any proprietary materials or trademarks from the Services, or (viii) use the Service to transmit any defamatory, unlawful, fraudulent or obscene materials or otherwise use the Service in a way that threatens to harm the Service.

3.2 You warrant that You will act against any illegitimate web harvesting activity if Metaforce deems that such activity is affecting the use, profitability, or effectiveness of the Service.

4. THIRD-PARTY APPLICATIONS

4.1 Third-Party Applications means online, web-based applications, and offline software products or services that are (a) provided by third parties, (b) interoperate with the Service, and (c) may be either separate or conjoined with the Service whether such are indicated by Metaforce as being Third-Party Applications. For the avoidance of doubt, available integrations in the Service which are managed by You and require a separate agreement between You and the integration provider are not considered Third Party Applications. If a Third-Party Application is a sub-processor, what's stated in the Data Processing about sub-processors applies.

4.2 Metaforce may provide tools through the Service that enable You to export information, including User Data, to Third Party Applications, including through features that allow You to link Your account in the Service with an account in the Third-Party Applications. By using one of these tools, You agree that Metaforce may transfer that information to the applicable Third-Party Application. Third-Party Applications are not under Metaforce's control, and, to the fullest extent permitted by law, Metaforce is not responsible for any Third-Party Application's use of Your exported information. The Service may also contain links to third-party websites. Linked websites are not under Metaforce's control, and Metaforce is not responsible for their content.

5. PRICES AND PAYMENT

5.1 Metaforce agrees to provide the Service and You agree to pay for the Service as applicable. Your payment obligations will enter into force on the date stated in the order form. You agree to pay by the means of payment offered by Metaforce and in the currency stated on the invoice. Fees are non-refundable and non-cancellable except as required by law.

5.2 By paying for the Service by card, You authorize Metaforce to automatically charge the Service fee on the final day of Your current payment cycle, together the Last Day of Payment, unless agreed otherwise. If You do not have sufficient available funds on Your card to cover the transaction on the Last Day of Payment, we will make another attempt to charge the fee on the card a few days later. If You still do not have sufficient funds on Your card Metaforce reserves the right to send You an invoice of the total sum owed to Metaforce.

5.3 To ensure a balance between the fee and the Service, Metaforce may revise the price.

5.4 All prices are exclusive of applicable VAT. You are responsible for all VAT and related liability.

5.5. If payment is late or incomplete, Metaforce is entitled to charge interest on overdue payment in accordance with the Swedish Interest Act (SFS: 1975:635) or a debt collection fee according to applicable laws. In addition to any other available remedies under the Agreement, if full payment is not received within ten (10) days from the Last Day of Payment, Metaforce may suspend the Service or terminate the Agreement with immediate effect.

6. USER DATA

6.1 You hold all rights, including intellectual property rights, to Your Data. Your Data means all content, Personal Data, and other data or information processed and/or submitted directly or indirectly by You or on Your behalf (with or without Your permission) in relation to Your use of the Service.

6.2 You grant Metaforce a worldwide, transferable, non-exclusive, royalty-free, revocable license to use Your Data (excluding any Personal Data as defined in the Data Processing Agreement) for the limited purposes of operating, protecting, developing, customizing, and improving the Service and creating new services.

6.3 The license You give us allows Metaforce to store, reproduce, use, publish and publicly display to You, modify and create derivative works of and permit our service providers to process Your Data solely to provide our Service, to prevent or address service or technical problems or at Your request in connection with customer support matters.

6.4. You also grant Metaforce a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use and/or incorporate into the Service or any other product of Metaforce, any suggestions, enhancement requests, recommendations, or other feedback provided by You relating to the operation of Metaforce. The license includes the right to modify and further develop any of the aforesaid. Any sub-licensee shall have the corresponding rights, as decided by Metaforce.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Subject to Your complete and ongoing compliance with these Terms Metaforce grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service. Metaforce or its third-party licensors hold all rights, including all current and future intellectual property rights, related to the Service and any therein included visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, promotional content, patents, copyrights, trade secrets, design rights, moral rights, trademarks and all other elements of the Service provided by Metaforce. Metaforce reserves all rights to the materials not granted expressly in these Terms.

7.2 Nothing in this Agreement shall be interpreted as a transfer of any Party's rights, or part thereof, to the other Party unless specifically agreed. Should the Service in any way require

Metaforce's use of intellectual property rights held by You or Your licensor(s), Metaforce is granted a non-exclusive license by You to utilize such intellectual property rights for the said purpose for as long as the Service is provided to You.

7.3 You are encouraged to publicly state that You use the Service. However, neither of the Parties may remove, change, or in any other way misuse the trademark of the other Party in any way.

7.4 By signing this Agreement, You give Metaforce the right to use Your name or logo in sales and marketing materials. If You do not want Metaforce to use Your name or logo, please send an e-mail to support@metaforce.se.

8. CONFIDENTIAL INFORMATION

8.1 Confidential Information means all confidential and proprietary information of a party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Terms of this Agreement, the Services, documentation, business and marketing plans, technology and technical information, product designs, and certification and business processes. Confidential Information shall not include any information that is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was publicly known prior to its disclosure without breach of any confidential obligation; (iii) was independently developed by the other Party without breach of any confidentiality obligation; or (iv) is received from a third party without breach of any confidentiality obligation.

8.2 No Party shall disclose any Confidential Information for any purpose outside the scope of this Agreement, except with the other Party's prior written consent. Receiving Party shall protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Parties shall promptly notify the other Party if it becomes aware of any actual or reasonably suspected breach of Confidential Information.

8.3 If a Party is compelled by law or stock market regulations to disclose Confidential Information, it shall provide the other Party with prior notice of such disclosure (to the extent reasonable and legally permitted) and reasonable assistance, at the other Party's cost, if the other party wishes to contest the disclosure.

8.4 Upon any termination of this Agreement, the Parties shall continue to maintain the confidentiality of the Confidential Information as long as it remains confidential and, upon request, return to the Disclosing Party or destroy all materials containing such Confidential Information.

9. CHANGES

9.1 You may at any time choose to upgrade or downgrade Your subscription plan directly through the Service or by contacting Metaforce. A downgrade will come into effect at the time of the next renewal date of Your subscription plan provided that Your request is made within the notice

period stated in the order form. Otherwise, the downgrade will take effect as of the second renewal date from Your request.

9.2 Metaforce reserves the right to make improvements, additions, and changes, or to remove functions of the Service at Metaforce's own discretion. Where such modification, although unlikely, removes a material function of the Service, You may terminate the Agreement with immediate effect. Metaforce will, on relevant changes, send an e-mail notification to the Customer (receiver being the account owner set-up in Centerpoint) from noreply@metaforce.se. Metaforce will also, at material function removals, post the information on its webpage.

9.3 Metaforce also reserves the right to make changes, amendments, and updates to these Terms. Such changes, updates, or amendments will have effect thirty (30) days after Metaforce's notification. Metaforce will send an e-mail notification to the Customer (receiver being the account owner set-up in Centerpoint) from noreply@metaforce.se. Metaforce will also post the information on its webpage. You are entitled to terminate the Agreement with immediate effect would said change, in Your reasonable opinion, imply a material change to our Agreement. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. This clause does not relate to price updates under clause 5.3. You are responsible for ensuring all communications from Metaforce in relation to the Service is received.

10. PERSONAL DATA

10.1 The Parties have agreed to enter into a Data Processing Agreement included in the Agreement. The Data Processing Agreement shall remain effective independently of the Agreement for as long as Metaforce processes Personal Data on behalf of You.

11. INDEMNIFICATION

11.1 You shall indemnify, release and hold harmless Metaforce and its licensors and suppliers, and each of their respective officers, directors, employees, and agents, from and against any loss, liability (including settlements, judgments, fines, and penalties), and costs (including reasonable attorney fees, court costs, and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of Your wrongful access or misuse of the Services or software, violation of this Agreement, or infringement of any intellectual property or another right of any person or entity.

12. LIMITATION OF LIABILITY

12.1 To the fullest extent permitted by law, in no event will the Metaforce entities be liable to You for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to Your access to or use of, or Your inability to access or use, the service or any materials or content on or available through the Service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any Metaforce entity has been informed of the possibility of damage.

12.2 To the fullest extent permitted by law, Metaforce's aggregated liability under these Terms will not exceed the amount paid by You to Metaforce hereunder during the twelve (12) month period immediately preceding the event(s) giving rise to such liability.

12.3 To the fullest extent permitted by law, in no event will You be liable to Metaforce for any indirect, incidental, special, consequential, or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to Your access to or use of, or Your inability to access or use, the Service or any materials or content on or available through the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not You have been informed of the possibility of damage.

12.4 To the fullest extent permitted by law, Your aggregated liability under these Terms will not exceed five thousand (5 000) EUR.

12.5 You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between Metaforce and You.

12.6 Neither Party is liable for damages unless the other Party notifies the liable Party about it in writing no later than 90 days after the actual damage or loss was noticed or should have been noticed, however no later than six (6) months from when the damage occurred.

13. THIRD-PARTY INFRINGEMENTS

13.1 Metaforce represents that the Service, to the best of Metaforce's knowledge, does not infringe any third-Party intellectual property rights or any other rights of a third party. Metaforce shall defend or settle any claim made against You based on Your use of the Service, or part thereof, infringing any such Third Party's intellectual property rights. Metaforce's obligations in accordance with this clause are subject to You only having used the Service in accordance with the conditions outlined in the Agreement and shall only apply for such claims by third parties in Your country.

13.2 Metaforce's liability under this section only applies provided that You, without undue delay, notifies Metaforce in writing of the claims brought against You, allows Metaforce to control the defense and to solely decide in all related settlement negotiations, and acts in accordance with Metaforce's instructions and cooperates with and assists Metaforce to the extent reasonably requested by Metaforce.

13.3 Subject to the conditions under this section, Metaforce shall be liable for such damages, liabilities, costs, or expenses awarded in a final judgment or settlement which has been approved in writing by Metaforce.

13.4 If it is finally determined that there is an infringement of a Third Party's intellectual property rights for which Metaforce is liable under these Terms, Metaforce shall at its own discretion procure for You the right to continued use of the Service modify the Service so that it does not infringe replace the Service, or part thereof, with an equivalent Service which does not infringe or cancel the Service and repay the fees that You have paid for the Service without interest and with deduction of any reasonable benefit You might have had from the Service.

13.5 With respect to Third Party Applications, Metaforce's liability for errors or intellectual property infringements is restricted to an obligation to report the fault/infringement to the relevant third supplier immediately. Metaforce shall implement any potential solution from the third supplier, provided this can be done without material negative interference with the Service.

13.6 This section constitutes the entire obligation of Metaforce towards You with respect to any infringement in a third party's intellectual property rights.

14. WARRANTIES

14.1 The Service and all materials and content available through the Service are provided "as is" and on an "as available" basis. Except what has been agreed in the Agreement, Metaforce disclaims all warranties, whether express or implied, relating to the Service and all materials and content available through the Service, including any implied warranty of merchantability and fitness for a particular purpose. This means that Metaforce only warrants that the operation of the site, Service, and software will meet requirements agreed upon between the Parties in this Agreement. Metaforce is only responsible for information, whether oral or written as expressly stated in these Terms.

15. FORCE MAJEURE

15.1 Except for payment obligations, the Parties shall be relieved from liability for inadequate performance due to an event caused by a condition that was beyond the Party's reasonable control. This clause is subject to immediate notification of the other Party.

16. TERM AND TERMINATION

16.1 The Service is provided on a subscription basis by the subscription plan or such other trial period or free subscription period applicable for Your use of the Service as stated in Your order form (where applicable). Unless otherwise specifically agreed in the order form, Your subscription plan will automatically renew until terminated by one of the Parties by the Terms of this Agreement.

16.2 Termination of the Service is registered by the Customer from within the Service. The termination will then take effect on the last day of the current month, whereafter the Service will no longer be available to the Customer.

16.3 You shall not be entitled to recover any excess amount paid in advance unless the Agreement is terminated by Metaforce, and the termination was caused by actions outside of Your control.

16.4 Either Party is entitled to terminate the Agreement with immediate effect where the other Party has committed a material breach of the Agreement and does not rectify such breach within 15 days of the other Party giving written notice thereof, where the other party is declared insolvent, is subject of an application or order for bankruptcy or company reorganization, suspends payments or otherwise can be presumed to be insolvent. Either Party also has the

right to terminate the Agreement or if the other Party has or is affected by financial sanctions or trade embargoes.

17. CONSEQUENCES OF TERMINATION

17.1 Metaforce lets You retrieve or delete Your Data currently in Metaforce's possession through the Service in such generally accepted format as provided by Metaforce from time to time. If this Agreement is terminated or otherwise expires for any reason, You shall promptly return to Metaforce or destroy any Confidential Information, or other materials in Your possession belonging to Metaforce and all rights and licenses granted to You by Metaforce under this Agreement shall terminate, where applicable.

17.2 All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, confidentiality, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and miscellaneous provisions.

18. MISCELLANEOUS

18.1 Metaforce is entitled to engage subcontractors for the performance of its obligations under this Agreement. Metaforce is responsible for the subcontractors' work as for its own work. For the avoidance of doubt, subcontractors acting as sub-processors to Metaforce shall be handled by the Data Processing Agreement.

18.2 The Agreement forms the parties' entire understanding of all the questions related to the Service. All written or oral representations or warranties prior to the Agreement are replaced by the Agreement.

18.3 The Agreement may not be assigned to a third party without the other Party's prior written approval unless it is to a company within the same group. Metaforce is however entitled to assign the Agreement to a third party in connection with a transfer of Metaforce's business or a part thereof.

18.4 Both Parties guarantee that the execution and delivery of, and the performance obligations under this Agreement, will not result in a violation or breach of any applicable law or regulations.

19. GOVERNING LAW AND DISPUTES

19.1 This Agreement is governed by Swedish law.

19.2 Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce.

19.3 The Rules for Expedited Arbitrations shall apply, unless the Stockholm Chamber of Commerce 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 Stockholm Chamber of Commerce shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

19.4 The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

19.5 All information about the arbitration proceedings and the award thereof shall be considered confidential information about this Agreement and be kept in strict confidence of the Party for an indefinite time.