

Gridheart Marketplace and Master Resell Agreement

Version 2024-05

This Gridheart Master Agreement outlines the general terms and conditions regarding Your use of Gridheart's Services including ordering of Third-party Products through the Gridheart Marketplace.

This Gridheart Marketplace and Master Resell Agreement is between the entity You represent, ("**You**" or "**Your**"), and Gridheart AB, a Swedish corporation, ("**Gridheart**", "**Us**" or "**We**"). It consists of the terms and conditions below, as well as the Service specific Subscription Agreements, Service specific SLA's, and Gridheart Data Processing terms (together, the "**Agreement**").

This Agreement takes effect when You click to accept it, or at the time of signing a Service Subscription Agreement (the "**Effective Date**"). You represent and warrant that (a) You represent an economic entity, (b) that You have the legal authority to enter into this agreement on that entity's behalf, and (c) that You are not engaged in activities which could potentially require Gridheart to obtain any export license, permit, or other approval under applicable laws and regulations including, but not limited to, export control or sanctions regulations.

1 Definitions

"Affiliate" means any person, partnership, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.

"API" means an Application Program Interface.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Your Content and Personal Data, the terms of this Agreement, and Your End-User account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services ("**Feedback**")

"Data Processing Terms" means the Gridheart Data Processing terms located at <http://www.gridheart.com/privacy>, as it may be updated by Us from time to time.

"End-User" refers to any person or device You permit to access the Services.

"Harmful Code" refers to any software, program, or code that is intentionally designed or has the capability to disrupt, damage, disable, harm, or otherwise impede in any manner the operation of a computer system, network, or any other digital device, or to damage, destroy, or alter any data or file without the user's consent.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"Intellectual Property Rights" means any current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or

more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“Services” refers to products and services provided by Gridheart. It does not include Third-party Products.

“Subscription” refers to an enrolment for a Service or a Third-party Product for a defined term.

“Third-party Product” refers to products or services made available through the Gridheart Marketplace by a third party, e.g. for discovery, ordering, contracting, provisioning, and management.

“Your Content” means all content, including text, sound, video, or image files that You or any of Your End-User transfers to Us for processing in connection to Your use of the Services. Your Content does not include Your Personal Data.

2 Use of the Marketplace

2.1 Right to use

We may provide You with certain software in connection with Your use of the Services. We only license such software to You, We do not sell it.

You may install and use such software only for use with the Services. The Services terms may limit the number of copies of the software You may use, or the number of devices on which You may use it. Your right to use the software begins when the Service is activated and ends when Your right to use the Service ends. You must uninstall the software when Your right to use it ends.

2.2 Additional Software for use with the Marketplace

To enable optimal access to, and use of, the Marketplace, You may install and use certain software provided by Gridheart in connection with Your use of the Marketplace. We only license such software to You, We do not sell it.

You may install and use such software only for use with the Marketplace. The Marketplace terms may limit the number of copies of the software You may use, or the number of devices on which You may use it. Your right to use the software begins when the Marketplace is activated and ends when Your right to use the Marketplace ends. You must uninstall the software when Your right to use it ends.

3 Resell of Services

Subject to the terms and conditions of this Agreement, Gridheart grants You the non-exclusive right to resell the Services made available to You through the Marketplace to Your Customers. The Services available for You to resell are set out on the Marketplace, together with the Service Specific terms and conditions as outlined in the Service Subscription Agreements.

3.1 Ordering and management of Services

The Marketplace allows Services to be bought and managed. Upon ordering Services through the Marketplace, orders shall be effective immediately upon automated provisioning or acceptance by Gridheart. You are responsible for any order or change executed through the usage of one of Your user accounts. Gridheart is not responsible for any order or change.

Gridheart reserves the right to reject any order. Once an order has been accepted by Gridheart, You may only amend or cancel the order in accordance with the provisions set forth in the applicable Service Agreement and such change may be subject to cancellation or alteration charges. Each Service has a subscription period as set out in the specific Service Agreement terms and conditions for each Service.

3.2 Sub Resellers

You acknowledge that You may not appoint sub resellers or pass on the Customer billing relationship to a third party without Our prior written consent.

3.3 Customer Service Agreements

You shall enter into Customer Service agreements between You and your customers for the resell Services under terms and conditions to be agreed upon between You and Your Customer. You shall ensure that the content of such Customer agreements is in compliance with the terms and conditions set out in this Agreement and any Service Subscription Agreement, including passing on any spool down terms as indicated in the Service Subscription Agreement.

3.4 Customer Accounts

You agree to facilitate the activation and provisioning of Customer's Services under the corresponding Customer's account in the Marketplace. You agree not to add a Customer's Service under Your own organizational account.

3.5 Customer Support

Gridheart will provide you technical support regarding the Marketplace and Services. You acknowledge that Gridheart does not provide technical support to Your Customer. You are responsible for providing qualified Service support to Your Customers and You warrant that You have sufficient skills to provide such support in a professional manner.

3.6 Trained Staff

You shall ensure that Your personnel responsible for the sale, customer care and technical support of the Services are sufficiently trained, competent, and professional.

3.7 Customer Billing and Payment Collection

You are responsible for billing and collecting any payments for Services from Your customers. To the extent Gridheart provides You with payment frequency options, You agree that You will extend the same payment frequency option that You provide in relation to Your customers. Failure of Your customers to pay for Services purchased will not relieve You from Your obligations set out in this Agreement regarding payment for the Services ordered by or through You.

4 Security and Data Privacy

4.1 Your Personal Data

The terms and conditions for processing of Personal Data is found in the Data Processing Terms.

4.2 Your Content

Your Content will only be used for the purposes of maintaining and providing the Marketplace and Services to You and Your End Users, or as necessary to comply with applicable law or a binding order of a governmental body.

Without limiting the limitations of liability as under Section 15, or your obligations relating to your Content, we will implement appropriate technical and organizational measures in order to secure Your Content against accidental or unlawful loss, access, or disclosure.

4.3 Service Attributes

We may process Service Attributes to be able to provide the Marketplace to you, as well as to enhance the Marketplace, the Marketplace experience, and to provide personalized recommendations, comparisons, or offerings, as well as to present usage statistics.

Service Attributes related to a Third Party Service will be shared with the respective provider only as required for them to be able to provide, bill, and support the Service.

We will otherwise never sell any Service Attributes or share them with a third party. Any data, statistic, or comparison we share through the Marketplace or otherwise will be processed in such a way that no individual entity can be identified.

We may process Service Attributes in Your Marketplace region as well as in the EU. We may also process Service Attributes where We maintain our support and investigation personnel to provide You with support services and investigate fraud, abuse, or violations of this Agreement.

4.4 Communication

You acknowledge and agree that We may send You emails, from time to time, with newsletters, updates, and promotions regarding the Marketplace and Services.

5 Your Responsibilities

5.1 End Users

You control creation and access to the Marketplace by Your End Users, and You are responsible for their use of the Marketplace and Services in compliance with this Agreement. Each user account must be associated with a valid personal email address.

You are responsible for assigning the appropriate Marketplace permissions to each End User, and You are responsible for Your End Users' use of Your Content, the Services, and the Marketplace and for all acts or omissions that occur under any of Your End User accounts, regardless of whether the activities are authorized by You, or undertaken by You, Your End Users, or any third party.

You confirm that You have disclosed, and that Your Users agree, to their responsibilities and obligations as laid down under this Agreement. Neither We, nor our affiliates are responsible for unauthorized access to any of Your accounts.

If You become aware that any of Your End Users are in violation of the obligations under this Agreement, any possible misuse of Your User accounts or authentication credentials, or any security incident related to the Marketplace, You shall immediately notify Gridheart and suspend access to the Marketplace by such End User.

The Marketplace and Service log-in credentials and private keys are to be kept private and are for individual use only. You or Your End Users, will not sell, transfer, sublicense or otherwise share them to any third party.

5.2 Acceptable Use Policy

Use of the Marketplace and Services are subject to the Acceptable Use Policy and You will not, and will not allow Your End Users, or any third party under Your control, to use the Marketplace or Services in a way that violates the Acceptable Use Policy. Violation of the Acceptable Use Policy may result in suspension, as well as termination, of the Marketplace upon notice to You.

6 Fees and Payments

6.1 Marketplace and Service Fees

The Service Fees and associated currency are set out in the Service Subscription Agreements.

6.2 Billing and Payments

You will pay us the applicable fees and charges for use of the Marketplace and Services as described on the Marketplace using one of the payment methods We support. We will provide you with an online billing summary on the Marketplace.

The payment terms are as provided in the Marketplace. Gridheart reserves the right to change the payment terms if Your account becomes overdue.

You are liable for any additional processing fees, exchange losses, and other charges that may apply in connection with your payments, particularly international wire transfers. You will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. Fees and charges are non-refundable.

Our measurement of Your use of the Marketplace and Service is final. Payments made via wire transfer must include the bank information provided by Us.

6.3 Taxes

Our prices exclude applicable taxes unless identified as tax inclusive. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by You are exclusive of Indirect Taxes, except where applicable law requires otherwise. We may charge and You will pay applicable Indirect Taxes that We are legally obligated or authorized to collect from You. You will provide such information to us as reasonably required to determine whether We are obligated to collect Indirect Taxes from You. We will not collect, and You will not pay, any Indirect Tax for which You furnish us a properly completed exemption certificate or a direct payment permit certificate for which We may claim an available exemption from such Indirect Tax.

All payments made by You to Us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, You will pay such additional amounts as are necessary so that the net amount received by Us is equal to the amount then due and payable under this Agreement. We will provide you with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6.4 Audit

You will retain all records, materials and other documentation regarding its performance under this Agreement during the Term and for three (3) years thereafter. During such time, Gridheart, or a duly authorized representative, will be permitted access to such documents for purposes of auditing and verifying compliance with this Agreement, upon five (5) business days' prior written notice, during Your regular business hours. If such audit reveals that You have underpaid Us with respect to any amounts due and payable hereunder, You will promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 0. If the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by You during the period to which such audit relates, You will reimburse Us for the cost of such audit.

7 Invoice Disputes and Refunds

7.1 Refund Policy

Unless otherwise provided by law, all purchases are final and non-refundable. If You believe that there is an error on Your Gridheart invoice, You must submit a claim within 60 days to support@gridheart.com, including all information necessary for Us to validate the claim, whereby We will promptly investigate the charge. If We have identified an error We will correct that error within 60 days.

No refunds will be given for any charges more than 60 days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion. If We issue a refund or credit, We are under no obligation to issue the same or similar refund in the future.

7.2 Overdue amounts

Any charges payable, but not paid, within due date will accrue interest at a rate of 2 percent per month, or the highest rate allowed by applicable law, whichever is the lower. Interest shall accrue from the date that payment is due on any amounts and You are also responsible for all reasonable expenses incurred by Gridheart in collecting overdue amounts.

Overdue accounts may be issued a late payment reminder fee, as indicated in the Marketplace, and a ten (10) days Marketplace suspension notice. If no payment has been received by Gridheart within ten (10) days of receiving such notice, access to the Marketplace will be suspended until the outstanding payment is received in full by Gridheart. A Marketplace reactivation fee, as indicated in the at any time current Fees document, will be charged for reestablishing access to the Marketplace after such a suspension.

8 Changes

8.1 To the Marketplace and Services

In order to continuously improve the Services, We may make commercially reasonable changes to the Services at any time.

8.2 To the APIs

In order to continuously improve the Service APIs, We may change or discontinue the availability of some, or all, of the Service APIs.

8.2.1 Breaking changes

The following changes are considered as breaking changes:

- a) Removal of endpoints, parameters of endpoints, or fields in the response
- b) Changing of default values, or the semantics of parameters or responses
- c) Adding a new required field, or a new possible status

8.3 To the Marketplace and Service Fees

We may change the Marketplace and Service fees from time to time. Changes to the fees will become effective 30 days after Gridheart have notified you of such change.

Any change to the Fees does not affect any active Service or Marketplace Subscription.

8.4 To this Agreement

Gridheart may at any time update and amend the terms and conditions of this Agreement or any Service Subscription Agreement. Except as otherwise stated herein, any agreement update or amendment shall be effective 30 days after Gridheart have notified You of such change. We may update and amend the Gridheart Data Processing terms from time to time as provided in the Gridheart Data Processing Terms.

Use of the Marketplace or affected Service after any such change will conclusively be regarded as a general acceptance of any such change. If You do not accept certain changes, You may terminate this Agreement, subject to the terms and conditions contained herein. This Agreement may not otherwise be amended except in a written side letter signed by authorized representatives of both Parties.

Any change to the Agreement does not affect any active Service or Marketplace Subscription.

9 Temporary Suspension

9.1 Generally

We may suspend Your, or any of Your End-User's, right to access or use of the Services immediately upon notification to You if We determine that:

- a) Your, or Your End-User's, use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact the Services, (iii) could subject Us, our Affiliates, or any third party to liability, or (iv) could be fraudulent;
- b) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding;
- c) You, or any of Your End-Users, are in breach of this Agreement; or
- d) if Your account is overdue by more than 15 days.

9.2 Effect of Suspension

If We suspend any Service You remain responsible for all fees and charges You incur during the period of suspension and You will not be entitled to any Services credits under any Service Level Agreements for any period of suspension.

9.3 Urgent Security Issues

In the event of an urgent security issue, Gridheart may automatically suspend the Marketplace, Service, or associated End User account. Suspension will be to the minimum extent required, and for the minimum duration, to prevent or resolve the security issue. If Gridheart suspends the Marketplace, Service, or End User account, for any reason, without prior notice to You, We will, at Your request, provide You the reason for the suspension as soon as is reasonably possible.

10 Term and Termination

10.1 Agreement Term

The “**Term**” of this Agreement shall commence upon the Effective Date and shall remain in force until the Agreement is terminated as set forth in this Section 10.

The term of each Service subscription will be the term specified during the Ordering Process for such Service through the Marketplace. Unless expressly terminated as set forth herein, each Service subscription will automatically renew for additional terms equal to the initial term for such Service subscription (initial term and additional terms of Services jointly called "Subscription Term").

10.2 Termination by You

You may terminate this Agreement by providing Us at least 90 days’ notice provided that You have no active Service Subscriptions.

10.3 Termination by Us

Gridheart may terminate this Agreement by providing You at least 90 days’ notice.

Gridheart may also terminate this Agreement immediately upon notice to You:

- a) in order to comply with the law or requests of governmental entities.
- b) if our relationship with a third party who provides software or other technology We use to provide the Marketplace expires, terminates, or requires us to change the way We provide any part of the Marketplace; or
- c) if Your access to the Marketplace has been suspended according to Paragraph 9.1 and You do not fully address the reasons for the suspension within 30 days. We may also terminate the Agreement if Your use of the Marketplace is suspended under Paragraph 9.1 more than twice within a 24-month period.

The termination of this Agreement shall not affect any active Service Subscription terms. For sake of clarity, no additional Services may, however, be ordered after this Agreement has been terminated, unless otherwise agreed in writing.

10.4 Termination for Cause

Either party may terminate this Agreement upon notice to the other party for cause if:

- a) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice;
- b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or
- c) A change in control of the majority of voting equity shares or interests (as determined by reference to the ultimate parent entity), which involves a direct competitor, or one of its affiliates, gaining control of the other party.

10.5 Effect of Termination

Upon termination as permitted under this Agreement, You must stop using, and Gridheart will stop providing, the Marketplace and Services. You are responsible to pay all fees until the date of the termination.

In the event that Gridheart terminates the contract, unless this is done with reference to section 10.3 a) or b), You will forfeit any remaining balance in respect to Marketplace and Service Fees on Your account.

If Gridheart has terminated the contract in reference to section 10.3 c) or 10.3 Gridheart have the right to contact your Customers to secure continued service delivery.

When an account is cancelled, it is not possible to restore and/or recover any data including, but not limited to Your Content and your Personal Data other than according to the Data Processing Terms.

11 Intellectual Property Rights

Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other's Content or any of the other's intellectual property.

11.1 Marketplace and Services License

We or our licensors own all right, title, and interest in and to the Marketplace and Services and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Marketplace and Services in accordance with this Agreement. Except as provided here, you obtain no rights under this Agreement from us, our affiliates, or our licensors to the Marketplace or Services, including any related intellectual property rights.

11.2 Services Software

As part of the Services, You may be allowed to use certain software including related documentation provided by third party licensors. This software is neither sold, nor distributed to You, and You may use it solely as part of the Services and subject to any terms of service as made available by the third party, including, but not limited to, warranties (if any), ownership of intellectual property and permitted uses. You may not transfer such software outside the Services without specific authorization to do so.

11.3 Your Content

Except as provided in this Section 11, we obtain no rights under this Agreement from you (or your licensors) to Your Content. You consent to our use of Your Content to provide the Marketplace to you and any End Users.

You represent and warrant to us that: (a) You or Your licensors own all right, title, and interest in and to Your Content and Suggestions; (b) You have all rights in Your Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content, or End Users' use of Your Content, or the Marketplace, will violate the Acceptable Use Policy. You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

If we reasonably believe that any of Your Content violates the law, infringes or misappropriates the rights of any third party or otherwise violates a material term of the Agreement we will notify you and may request that such content be removed from the Marketplace or Service. We may remove or disable access to any of Your Content, without prior notice, where Your Content may disrupt or threaten the Marketplace or a Service, or as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we remove any of Your Content without prior notice, we will provide prompt notice to You unless prohibited by law.

11.4 Customer Suggestions

Gridheart shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Marketplace and Services, any suggestions, enhancements, recommendations or other feedback provided by You relating to the Marketplace or Service.

12 Publicity

Both parties may state publicly that You are a customer of Gridheart. Neither party may issue a press release or make any other public communication with respect to this Agreement or Your use of the Services without written approval by the other party.

13 Confidential information

13.1 Protection of Confidential Information

Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither party will disclose Confidential Information to any third Party, except to its Representatives, and then only on a need-to-know basis under non-disclosure obligations at least as protective as this Agreement. Each Party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

13.2 Required Disclosure

A Party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if lawfully permitted) to enable the other party to seek a protective order.

13.3 Duration of Confidentiality Obligation

These obligations apply (a) for Your Content and Personal Data, until it is deleted from the Online Services; and (b) for all other Confidential Information, for a period of three years after a party receives the Confidential Information.

13.4 Return of Confidential Information

Subject to applicable law, the Receiving Party shall, at Disclosing Party's request, return or destroy all originals, copies, reproductions, and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall not be required to destroy Confidential Information that may be stored in archived electronic backup files or similar electronic storage systems where such Confidential Information will remain subject to the obligations herein.

14 Warranties and Disclaimer

14.1 Gridheart Warranties

Gridheart warrants that the Services will be delivered in accordance with good industry practice and perform in accordance with the applicable Service specific SLA's during the Term. Your remedies for breach of this warranty are described in the respective Service specific SLA's.

14.2 Exclusions

The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease Services or functionalities which are provided "as-is," "with all faults," and "as-available," and are excluded from the Service SLAs and all limited warranties provided in this Agreement and may not be covered by customer support. Gridheart may change, or discontinue, any free, trial, preview, or prerelease Service or functionality at any time without notice.

14.3 Disclaimer

Except as expressly provided for in the Agreement, Gridheart does not make and expressly disclaims to the fullest extent permitted by applicable law (a) any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, title, noninfringement, or error-free or uninterrupted use of the Services and (b) any representations about content or information accessible through the Services.

15 Indemnification

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses

it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

15.1 By Us

We will defend You against any third-party claim to the extent it alleges that Services made available by Us for a fee misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If We are unable to resolve a claim of infringement under commercially reasonable terms, We may: (a) modify or replace the Services or function with a functional equivalent; or (b) terminate Your Service Subscription and refund any amount paid for any usage period after the termination date. We will not be liable for any claims or damages due to Your continued use of the Services after being notified to stop due to a third-party claim.

15.2 By You

You will defend Us against any third-party claim which (a) alleges that any of Your Content or Personal Data misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (b) relates to Your, or any of Your End-Users, use of the Services in breach of this Agreement.

16 Limitations of Liability

Each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the Service Fees paid, or payable, over the previous twelve (12) months. If the Services has been provided free of charge, the liability is limited to direct damages up to EUR 1,000.

16.1 Exclusions

Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

16.2 Exceptions to Limitations

The limits of liability in this section 6 apply to the fullest extent permitted by applicable law but do not apply to (a) the parties' obligations under section 5, (b) violation of the other's intellectual property rights, or (c) confidentiality obligations.

17 Miscellaneous

17.1 Assignment

Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. You consent to the assignment to a Gridheart Affiliate or third-party, without prior notice, of any rights Gridheart may have under this Agreement to receive payment and enforce Your payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

17.2 Notices

We may provide notice to You under this Agreement by sending an email to Your notification email address. You may provide notice to Us under this Agreement by sending an email message to legal@gridheart.com. Notice will be treated as given on receipt, as verified by written or automated receipt. All communications and notices made or given pursuant to this Agreement must be in the English language.

17.3 Force Majeure

Except with respect to obligations to make payments hereunder, neither party will be liable for any failure in performance due to causes beyond that party's reasonable control, including, but not limited to:

earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, epidemic or pandemic, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

17.4 Governing Law

This contract is governed by the substantive law of Sweden, without its conflict of law rules.

17.5 Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, where the amount in dispute does not exceed EUR 50,000 shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court shall be the court of first instance.

Where the amount in dispute exceeds EUR 50,000 the dispute shall be finally settled by arbitration administered by the arbitration institute of the Stockholm Chamber of Commerce.

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration. The seat of arbitration shall be Stockholm, Sweden.

The language to be used in the arbitral proceedings shall be English, if not otherwise agreed in writing prior to the initial day of proceedings.

17.6 Survival

Provisions contained in this Agreement that are expressed, or by their sense and context are intended, to survive the expiration or termination of this Agreement, shall survive the expiration or termination.

17.7 Entire agreement

This Agreement is the entire agreement between You and Us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between You and Us, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may not otherwise be amended except in a written side letter signed by authorized representatives of both Parties.

17.8 Precedence

In the event of a conflict between the terms of this Agreement and the terms of any Service specific Subscription Agreement, exhibit, or purchase order, a negotiated term takes precedence over a standard term.

17.9 Independent Contractors

Gridheart and You are independent contractors, and this agreement does not create an agency, partnership, or joint venture.

17.10 No Third-party Beneficiaries

There are no third-party beneficiaries to this Agreement.

17.11 No Waiver

Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. All waivers must be in writing and signed by authorized representatives of both Parties to be effective.

17.12 Waiver of right to void online purchases

To the maximum extent permitted by applicable law, You waive Your rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

17.13 Severability

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

17.14 Special, Government and Educational customers

If You are an entity subject to additional legal requirements relating to data privacy or procurement processes, such as government, educational, or health care providers, You are not permitted to use a Service without a separate Agreement with Us to assure full compliance with local laws and procurement processes.

END