



Gridheart Partner Terms

Version 2026-10, effective 9 October 2026

This document contains the full text of the Gridheart Partner Terms and the Additional Terms that form part of them under Section 1.2: the Acceptable Use Policy, the Support SLA and the Data Processing Terms with Appendix 1 (Details of processing) and Appendix 2 (Security measures). The current sub-processor list is published at gridheart.com/sub-processors.

This is the document archived in the Gridheart Platform for this version under Section 16.4 of the Partner Terms.

Gridheart AB, reg. no. 556779-9209, Färögatan 33, 164 51 Kista, Sweden. legal@gridheart.com

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Gridheart Partner Terms

Version 2026-10, effective 9 October 2026. Replaces the Gridheart Marketplace and Master Resell Agreement, version 2025-03.

1. Introduction and structure of the Terms

1.1 Parties. These Gridheart Partner Terms (the "Partner Terms") set out Your rights and responsibilities as a Gridheart partner. They apply to Your use of the Platform and to Your purchase, use and resale of Products. They are entered into between Gridheart AB, reg. no. 556779-9209, Färögatan 33, 164 51 Kista, Sweden ("Gridheart", "We", "Us" or "Our") and the business entity You represent ("You", "Your" or "Partner").

1.2 Additional Terms. Depending on what You buy and how You use the Platform, the following terms also apply and form part of the agreement (together with these Partner Terms, the "Terms"):

1. any Vendor Schedule that Gridheart publishes in the Platform for a specific Product;
2. the Specific Product Terms of each Product You order;
3. the Gridheart Data Processing Terms, including their appendices and the sub-processor list;
4. the Gridheart Acceptable Use Policy ("AUP");
5. the Gridheart Support SLA;
6. the API documentation and any terms presented in the Platform for the Partner Program or for a specific feature, offer or promotion.

1.3 Order of precedence. If there is a conflict, the following order applies: (a) a Side Agreement, but only for the clauses it expressly amends; (b) the Data Processing Terms, for the processing of personal data on Your behalf; (c) a Vendor Schedule, for the Products it covers; (d) these Partner Terms; (e) the AUP; (f) the Support SLA; and (g) other Additional Terms. Liability under all of the Terms, including the Data Processing Terms and the Support SLA, is always governed by Section 15. Specific Product Terms govern the relationship between You or Your Customers and the Vendor and never extend Gridheart's obligations.

1.4 Your terms do not apply. Terms in Your purchase orders, order confirmations, procurement portals, supplier codes or similar documents do not apply, even if Gridheart accepts, signs or references the document, for example by adding a purchase order number to an invoice.

1.5 Replacement of earlier terms. From the date You accept them, these Terms replace the Gridheart Marketplace and Master Resell Agreement and any earlier Gridheart partner or marketplace terms. They apply to all Subscriptions, including Subscriptions that started before that date. Payment obligations and Commitments that arose earlier remain in force. Side Agreements remain in force in accordance with Section 1.3.

2. Definitions

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"AI Features" means functionality in the Platform that uses artificial intelligence, including insights, recommendations, generated text and automated or semi-automated actions.

"Business Day" means a day other than a Saturday, a Sunday or a Swedish public holiday. **"Business Hours"** means 08:00 to 17:00 Swedish time on Business Days.

"Commitment" means any minimum term, minimum quantity, minimum spend or other committed amount attached to a Subscription or agreed for Your account, including annual and multi-year terms and vendor minimum or product commitments.

"Customer" means a third party to whom You resell, or for whom You order, a Product. Where You buy a Product for Your own internal use, You are also the Customer.

"Fees" means all fees and charges payable by You under the Terms, including fees for Subscriptions, usage, Commitments, Gridheart Services and any charges described in Section 7.

"Gridheart Services" means services provided by Gridheart itself, including the Platform, support and professional services. Gridheart Services do not include Third-party Products.

"Partner Program" means Gridheart's partner program, including tiers, benefits, rebates and development funds, as described in the Platform and changed by Gridheart from time to time. Benefits under the Partner Program are discretionary unless a Side Agreement says otherwise.

"Platform" means Gridheart's partner platform, currently available at cloudbridge.gridheart.com, under any name or address Gridheart uses for it, including its web interface, the Partner API, integrations, the customer portal, reports and AI Features.

"Products" means Third-party Products and Gridheart Services made available through the Platform or otherwise by Gridheart.

"Side Agreement" means a written agreement that expressly refers to these Terms and is signed by authorised signatories of both parties.

"Specific Product Terms" means the end user licence agreement, customer agreement, acceptable use policy or other terms of a Vendor that apply to a Third-party Product, for example the Microsoft Customer Agreement.

"Subscription" means an order for a Product, whether for a fixed term, on a recurring basis or on a usage (pay-as-you-go) basis.

"Third-party Product" means any product or service supplied by a Vendor that Gridheart makes available to You, whether ordered through the Platform or otherwise.

"Usage Data" means the consumption, quantity and billing data that a Vendor reports for Your account and Your Customers.

"Users" means Your employees, contractors and Customer personnel whom You allow to access the Platform.

"Vendor" means the third-party supplier of a Third-party Product, for example Microsoft or Acronis.

3. Your account and appointment as a Partner

3.1 Appointment. Gridheart appoints You as a non-exclusive, non-transferable reseller of the Products to Customers for their own internal business use, in Sweden, Norway, Denmark, Finland, Iceland, the United Kingdom, Ireland and any other territory Gridheart approves in writing or in the Platform. Your Customers may not resell or further distribute Products. Nothing in the Terms restricts Gridheart from appointing other partners or from marketing or selling any Product to any person.

3.2 Verification. You must provide accurate and complete information about Your business and keep it up to date. Gridheart may carry out credit, sanctions, identity and other background checks, both before and during the relationship. Gridheart may reject an application, or suspend an account, for any reason.

3.3 Account security. You are solely responsible for (a) keeping all login credentials, API keys and multi-factor authentication devices secure, and (b) all activity in Your account, whether or not it was authorised by You. You must use multi-factor authentication for every User. You must notify Gridheart immediately of any unauthorised use of Your account or any other actual or suspected security breach. Gridheart is not responsible or liable for unauthorised access to or activity in Your account.

3.4 Users. Only Your employees, consultants and contractors may access Your account. You may give Your active Customers limited access through the customer portal. You are responsible for all Users

and for their compliance with the Terms.

3.5 Own use. You may buy Products for Your own internal use. For those Products You are also the Customer and must accept and comply with the Specific Product Terms.

3.6 Business use only. You act in the course of Your business and not as a consumer. Consumer protection rules, including rights of withdrawal for distance contracts, do not apply.

4. Resale and Your Customers

4.1 Customer agreements. You must have a written agreement with each Customer covering the Products You resell. It must be consistent with the Terms and protect Gridheart and the Vendors at least as well as the Terms do. Gridheart is not a party to Your Customer agreements. You must not give any warranty, commitment or representation on behalf of Gridheart or any Vendor.

4.2 Specific Product Terms. You and Your Customers must accept and comply with the Specific Product Terms before a Third-party Product is ordered or used. You must also meet any requirements that a Vendor sets for resellers of its Products, such as enrolment in the Vendor's partner program. You must keep evidence of each Customer's acceptance and give it to Gridheart or the Vendor within five (5) Business Days of a request. Gridheart is not a party to any Specific Product Terms; they are solely between You or Your Customer and the Vendor.

4.3 Your pricing and invoicing. You alone decide the prices You charge Your Customers and You are solely responsible for them. Recommended prices, default margins, price lists, quotes and pricing suggestions in the Platform are suggestions only. You are solely responsible for invoicing Your Customers and for the content of those invoices, including invoices created through the Platform or its integrations.

4.4 Payment regardless of Customers. Your payment obligations to Gridheart apply regardless of whether Your Customers pay You, dispute their invoices or become insolvent.

4.5 Support to Customers. You provide all support to Your Customers. Gridheart supports You under Section 8 and does not support Your Customers directly, unless Gridheart agrees otherwise in writing.

4.6 Your services. Managed, professional and other services that You provide to Your Customers using the Products are Your sole responsibility. This includes the configuration of Products, backup and retention policies, encryption settings, monitoring, security controls, restore testing and disaster recovery plans.

4.7 Responsibility for Customers and Users. You are responsible for the acts and omissions of Your Customers and Users as if they were Your own, including their compliance with the Specific Product Terms and the AUP.

4.8 No sub-resellers. You may not appoint sub-resellers or agents, or transfer the billing relationship with a Customer to a third party, without Gridheart's prior written consent.

4.9 Regulated and public sector Customers. You are responsible for compliance with public procurement rules and with any sector-specific requirements of Your Customers, for example in the public, healthcare, financial or education sectors. Gridheart makes no representation that any Product meets such requirements.

4.10 Insurance. You must maintain insurance appropriate to Your business with reputable insurers, including professional indemnity and cyber liability cover, and provide evidence of it on request.

5. Quoting, ordering and Subscriptions

5.1 Your orders. You are solely responsible for all quotes, orders, changes, renewals and cancellations for Your Customers, whether placed through the Platform, the Partner API, an integration or by request to Gridheart. This includes ensuring that they are accurate, complete and submitted on time. Gridheart is not liable for any cost or loss resulting from inaccurate, incorrect or incomplete orders, or from

delays or failures by You in ordering, renewing or cancelling.

5.2 Acceptance. An order is binding when it is provisioned or accepted by Gridheart. Gridheart may reject any order or renewal at its sole discretion.

5.3 Commitments. Each Commitment is binding for its full term, even if the Fees for it are invoiced monthly. A Subscription may only be cancelled or reduced within the window and on the conditions that the Vendor allows. Subscriptions renew automatically in accordance with the Vendor's rules and Your settings in the Platform, unless You cancel them in time. You are liable for all Fees for the full term of every Commitment, including any shortfall charges that the Vendor applies, also after termination of the Terms.

5.4 Changes to Products. Gridheart may discontinue, reduce the availability of or change any Product on thirty (30) days' notice. Where a Vendor discontinues or changes a Product with shorter notice, or requires a change, Gridheart may apply the same notice. Gridheart may move Subscriptions to a successor product where the Vendor directs or offers this.

5.5 Trials and previews. Trial, preview, beta and free Products are provided as is, may be ended at any time and convert to paid Subscriptions in accordance with the Vendor's rules unless You cancel them in time.

5.6 Consumption-based Products. For Products billed on consumption, such as cloud infrastructure, storage and disaster recovery resources, You are responsible for all consumption in Your and Your Customers' accounts, including consumption caused by misconfiguration, compromised credentials, fraud or unauthorised use. You are responsible for setting quotas, budgets, alerts and other spending controls where the Product offers them. Gridheart may set credit limits for consumption and may suspend consumption-based Products under Section 9.4.

5.7 Accounts and tenants. Usage in every account, tenant and subscription under Your partner account is billable as the Vendor bills it. This includes Your own internal use, accounts created when You migrate Customers, for example between data centres, and accounts that are disabled but not deleted. If an account is moved to or from Your partner account during a period, its usage is allocated as the Vendor allocates it. You are responsible for removing accounts, workloads and storage that You no longer want billed. Gridheart does not credit usage that a Vendor has charged.

6. The Platform, integrations and AI

6.1 Access. Gridheart grants You a limited, revocable, non-exclusive, non-transferable right to use the Platform during the term of the Terms, for Your business with Gridheart and Your Customers.

6.2 Connected systems. When You connect an accounting system, PSA tool, Vendor account (including with Your own API credentials) or other third-party system to the Platform, You authorise Gridheart to access it and act in it on Your behalf as You have configured. This may include reading data and creating or updating customers, articles and draft or final invoices. You must review all data, prices and invoices before they are sent to Your Customers. Gridheart is not liable for the content, accuracy or timing of invoices or other documents that You or the Platform create for Your Customers, or for actions taken in Your connected systems in line with Your settings. Each connected system is governed by its own provider's terms, and You may disconnect it at any time.

6.3 Reports and insights. Reports, statements, dashboards, forecasts, margin views, recommendations and similar information in the Platform are for information only. If they differ from Gridheart's invoice or from the Vendor's Usage Data, the invoice and the Usage Data prevail.

6.4 Partner API. Use of the Partner API is subject to the API documentation. You must keep API keys confidential, respect rate limits and not resell or share API access. Gridheart may change, limit, suspend or revoke API access at any time.

6.5 Customer portal. You decide which Customers and Customer users get access to the customer portal and what they can see and do. You are responsible for that access and for presenting the portal

to Your Customers under Your own brand where the Platform allows it.

6.6 AI Features. AI Features can produce output that is inaccurate, incomplete, biased or fabricated, and can fail in ways that are hard to detect. You are solely responsible for evaluating whether AI Features are suitable for Your use, for applying appropriate safeguards and human oversight, and for any decision or action You take based on AI output. If You let an AI Feature or agent act in Your account, its actions are treated as authorised by You. Gridheart may restrict or end any AI Feature at any time.

6.7 Availability and changes. Gridheart makes no commitment on availability of the Platform. Gridheart may carry out maintenance and may add, change or remove features at any time. Gridheart will try to announce planned maintenance that it expects to cause significant disruption in advance.

7. Fees, billing and payment

7.1 Fees. The Fees for Products are those shown in the Platform or in Gridheart's price list when the order is placed, unless a Side Agreement says otherwise. Prices may depend on the price tier or level assigned to Your account under the Partner Program or the Vendor's rules. Fees are exclusive of VAT and other taxes.

7.2 Price changes. Gridheart will give thirty (30) days' notice of any increase in the Fees for Gridheart Services. For Third-party Products, Vendor price changes, new or changed SKUs, changed billing methods or metrics, and currency adjustments apply from the date the Vendor applies them, with whatever notice Gridheart receives. This applies also to running Subscriptions, except to the extent the Vendor fixes the price for the term of a Commitment. Gridheart may decrease Fees without notice.

7.3 Usage-based Fees. Usage-based Fees are calculated on the Usage Data, using the Vendor's calculation method in force for the period, which may be based on the highest usage during the period rather than the usage at its end. The Usage Data is final and binding, unless You show a manifest error using the Vendor's own records. Gridheart may invoice usage that a Vendor reports late or corrects, for up to twelve (12) months after the period concerned.

7.4 Invoicing. Gridheart invoices monthly: recurring Fees in advance or in the same rhythm as the Vendor bills Gridheart, usage-based Fees in arrears, and other Fees when they arise. Invoices are issued in the currency assigned to Your account. Amounts in another currency are converted at the monthly exchange rate that Gridheart sets for the period.

7.5 Payment. You must pay each invoice in full by the due date stated on it, by bank transfer or by the payment method set up for Your account.

7.6 Credit. Gridheart may set a credit limit for Your account. If You exceed it, if any amount is overdue or if Gridheart reasonably considers Your creditworthiness to have changed, Gridheart may require prepayment, a deposit, a guarantee or a direct debit mandate, shorten payment terms, or stop accepting new orders.

7.7 Billing disputes. You must raise any dispute within thirty (30) days of the invoice date by submitting a support ticket with the invoice number and an explanation of the discrepancy. Disputes must be based on reasonable grounds. You must pay the undisputed part by the due date. An invoice not disputed in time is accepted. For an unreasonable dispute, the original due date applies.

7.8 Late payment. Overdue amounts carry interest at 1.5% per month from the due date, or the highest rate permitted by law if lower. Gridheart may also charge a reminder fee, statutory compensation under the Swedish Act on Compensation for Debt Recovery Costs (lagen (1981:739) om ersättning för inkassokostnader m.m.) and all reasonable collection and legal costs.

7.9 Set-off. You may not set off any amount against, or withhold, any payment due to Gridheart. Gridheart may set off any amount it owes You, including rebates, development funds and credits, against any amount You owe Gridheart.

7.10 Taxes. You must provide a valid VAT registration number where reverse charge applies. If You are required by law to withhold or deduct any tax, You must pay such additional amounts that Gridheart receives the full amount invoiced. You indemnify Gridheart against any tax that is Your responsibility.

7.11 Vendor credits. Gridheart passes on Vendor credits, refunds and rebates relating to Your Subscriptions only if and when Gridheart has received them from the Vendor.

8. Support

8.1 Support to You. Gridheart provides support to You, not to Your Customers, in accordance with the Support SLA. Support is provided during Business Hours for all severity levels, unless You have purchased extended support under a Side Agreement.

8.2 Targets only. Response and update times in the Support SLA are targets, not guarantees. Missing a target does not entitle You to service credits, refunds, price reductions, damages or termination. Gridheart's sole obligation is to use commercially reasonable efforts to meet the targets.

8.3 Third-party Products. For issues with Third-party Products, Gridheart will escalate to the Vendor where possible. Resolution depends on the Vendor, and Gridheart may refer You to the Vendor's own support and documentation.

8.4 Professional services. Professional services, such as onboarding, migration and incident assistance, are provided only under a separate order or Side Agreement and at the rates stated there.

9. Term, suspension and termination

9.1 Term. The Terms apply from the date You accept them and continue until terminated.

9.2 Termination for convenience. Either party may terminate the Terms on ninety (90) days' written notice. Subscriptions with a running Commitment continue under the Terms until the end of their term, unless Gridheart agrees to a transfer under Section 9.7.

9.3 Termination for breach. Either party may terminate the Terms if the other party materially breaches them and fails to cure the breach within fifteen (15) days of written notice describing it.

9.4 Immediate suspension or termination by Gridheart. Gridheart may suspend Your account, the Platform, ordering or any Product, or terminate the Terms with immediate effect, if:

1. any undisputed amount remains unpaid fifteen (15) days after its due date;
2. You become subject to, or Gridheart reasonably believes You may become subject to, bankruptcy, reconstruction, liquidation or similar proceedings, or You are otherwise unable to pay Your debts;
3. Your account is used for deceptive, fraudulent or illegal activity;
4. You breach Section 12 (Compliance), the AUP, Section 10 (Confidentiality) or Gridheart's intellectual property rights;
5. a Vendor terminates or suspends You, or requires Gridheart to do so;
6. Your use poses a security risk to the Platform, a Product, a Vendor or other partners;
7. You or Your personnel act abusively towards Gridheart's employees; or
8. it is required by law or by a competent authority.

9.5 Effect of suspension. Fees, including Commitments and usage, continue to accrue during a suspension. Gridheart may charge a reasonable reactivation fee.

9.6 Effect of termination. On termination for any reason:

1. Your appointment as a partner ends and You must stop all marketing, promotion and resale of Products;
2. all invoiced Fees become immediately due;

3. You remain liable for all Fees for the remaining term of every Commitment that cannot be ended early, which Gridheart invoices according to its regular billing schedule. If Gridheart terminates under Section 9.3 or 9.4, Gridheart may instead invoice all remaining Commitment Fees at once;
4. Your access to the Platform ends, except to the extent needed to manage Subscriptions that continue under Section 9.2. Gridheart will, on request made within thirty (30) days, provide Your billing reports for the last twelve (12) months; and
5. each party must return or destroy the other party's Confidential Information under Section 10.

9.7 Transfer of Customers. If Gridheart suspends or terminates under Section 9.3 or 9.4, or You stop doing business, Gridheart may, to ensure continuity of service to Your Customers and to mitigate its losses: (a) contact Your Customers; (b) transfer their Subscriptions, tenants, accounts and reseller relationships to Gridheart or to another partner; and (c) offer to supply them directly. You must cooperate promptly, including by providing Customer contact details and releasing administrative access and reseller relationships. Gridheart may use Customer contact and account data for these purposes.

9.8 Release. You release Gridheart from, and will hold Gridheart harmless against, all claims relating to Your revenue, reputation, financial forecasts or economic value arising from any suspension, termination or transfer of Customers that is permitted under the Terms.

9.9 Survival. Sections 4.2, 4.4, 5.3, 7, 9.5 to 9.9, 10, 11, 12.6, 13, 14, 15, 16.4, 17 and 18, and any other provision that by its nature is intended to survive, survive termination.

10. Data usage, confidentiality and data protection

10.1 Data usage. Gridheart may use data stored in or accessed through the Platform, or otherwise collected by Gridheart, for its own internal business purposes. This includes analysis, product development, service improvement, and creating and sharing insights and benchmarks, provided that no publication discloses Your Confidential Information. Gridheart owns all aggregated, anonymised and non-identifiable data collected or derived through the Platform.

10.2 Sharing with Vendors. You agree that Gridheart may share account, Customer, order and usage information with Vendors and their authorised distributors to the extent they require it, including for point-of-sale and end-customer reporting, billing, rebates and program compliance, audits, and fraud and sanctions checks. You must ensure that You and Your Customers can lawfully provide this information to Gridheart for these purposes.

10.3 Confidential Information. "Confidential Information" means information disclosed or made available by one party to the other that the receiving party knows, or should reasonably expect, to be confidential. Gridheart's Confidential Information includes its buy prices, partner price lists, margins, discounts, rebates, Partner Program terms, Side Agreements, non-public Platform features and API documentation. Confidential Information does not include information that the receiving party can show (a) becomes public without its fault, (b) was known to it without breach of confidentiality, (c) was independently developed without use of the disclosing party's information, or (d) was lawfully received from a third party without a duty of confidentiality.

10.4 Obligations. Each party will use the other's Confidential Information only for the business relationship under the Terms and will not disclose it to anyone except its Affiliates, employees, subcontractors, auditors and advisers who need to know it and are bound by equivalent confidentiality obligations, and, in Gridheart's case, Vendors under Section 10.2 and prospective acquirers, investors or financiers bound by confidentiality, or as otherwise permitted under the Terms. If a party is required by law to disclose Confidential Information, it must notify the other party promptly where legally permitted. These obligations last during the term and for three (3) years after termination, and for trade secrets for as long as they remain trade secrets.

10.5 Personal data. Each party is the controller of the personal data it processes for its own purposes, for example contact details of the other party's employees and data needed to manage the business relationship, and must comply with applicable data protection law for that processing. Where Gridheart processes personal data on Your behalf, it does so under the Gridheart Data Processing Terms. You are responsible for having a lawful basis for the personal data You provide or instruct Gridheart to process, and for informing Your Customers and data subjects, including about the disclosures in Sections 9.7 and 10.2. Gridheart's liability for the processing of personal data, under the Data Processing Terms or otherwise, is governed by Section 15.

11. Intellectual property, trademarks and publicity

11.1 Ownership. All rights, title and interest in the Platform, the Gridheart Services, Gridheart's marketing and training materials, and all related technology remain with Gridheart and its licensors. All rights in Third-party Products remain with the Vendors. No rights are granted except as expressly stated in the Terms.

11.2 Restrictions. You must not copy, modify, reverse engineer or create derivative works of the Platform, access it to build a competing product, or use automated means to extract data from it other than through the Partner API.

11.3 Feedback. Gridheart may use any suggestion or feedback You provide, without restriction or compensation.

11.4 Trademarks. Gridheart grants You a revocable, non-exclusive licence to use Gridheart's trademarks, and Vendor trademarks where the Vendor permits, solely to advertise, promote and resell Products, in accordance with any brand guidelines. You must not modify or challenge the trademarks, use them in a misleading way, combine them into a new mark, or register any domain name or social media account containing them.

11.5 Publicity. Gridheart may identify You as a Gridheart partner and use Your name and logo in partner lists, presentations and marketing materials. You may object for future use by notice to Gridheart. Neither party may issue a press release about the relationship without the other party's prior written approval.

12. Compliance

12.1 Applicable law. You must comply with all laws and regulations that apply to Your business and to the resale and use of Products. This includes anti-corruption and anti-bribery laws, such as the Swedish Criminal Code, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and the OECD Anti-Bribery Convention.

12.2 Sanctions and export control. You must comply with all applicable sanctions and export control laws, including those of the EU, the UN, the United Kingdom and the United States. You must not market, resell or provide Products to any person on a sanctions list, to any person owned or controlled by such a person, or to any person in an embargoed country or region. You must notify Gridheart immediately if You or a Customer becomes subject to sanctions.

12.3 Conduct. You must not make false or misleading statements about Gridheart, the Products or any Vendor, and must conduct Your business professionally and ethically.

12.4 Security. You must maintain appropriate technical and organisational security measures for Your own systems and for Your administrative access to Customer environments, including multi-factor authentication, least-privilege access and removal of administrative access that is no longer needed. You must notify Gridheart without undue delay, and in any event within twenty-four (24) hours of becoming aware, of any security incident that affects or may affect the Platform, a Product, a Vendor or Gridheart.

12.5 Regulatory responsibility. You are responsible for Your own compliance with NIS2, GDPR and any other regulation that applies to You or Your Customers. Use of the Products does not in itself fulfil those

obligations. Gridheart may, on request, provide reasonable documentation about the Gridheart Services.

12.6 Records and audit. You must keep complete records of Your activities under the Terms, including evidence under Section 4.2, during the term and for three (3) years afterwards. Gridheart, a Vendor or an auditor appointed by either may audit those records on ten (10) Business Days' notice. If an audit shows underpayment or non-compliance, You must pay the amount owed and the cost of the audit.

13. Warranties and disclaimers

13.1 Third-party Products. Third-party Products are supplied by their Vendors, not by Gridheart. Gridheart gives no warranty for any Third-party Product and has no liability for its availability, performance, functionality, security, data handling or any loss or corruption of data, or for any act or omission of a Vendor. Your and Your Customers' sole remedies for Third-party Products are those provided by the Vendor under the Specific Product Terms. Gridheart will pass through Vendor warranties and remedies to the extent the Vendor permits.

13.2 Platform and Gridheart Services. The Platform and the Gridheart Services are provided "as is" and "as available". You use the Platform and resell, use and distribute the Products at Your own risk. To the fullest extent permitted by law, Gridheart disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement and accuracy. Gridheart does not guarantee that the Platform or any Product will be uninterrupted, error-free, complete or secure, will be free of inaccurate, biased or objectionable output, or will achieve the result You or Your Customers intend.

13.3 Data and backups. You and Your Customers are responsible for protecting Your and their data. This includes keeping independent backups where appropriate, configuring backup and retention policies, safeguarding encryption passwords and keys, monitoring backup status and regularly testing restores. Gridheart is not liable for any loss, corruption, unavailability or disclosure of data in Third-party Products or in Your or Your Customers' own systems. Gridheart's liability for data processed in the Platform is subject to Section 15.

13.4 Your warranties. You warrant that You have the authority to enter into the Terms, that the information You provide is accurate, and that You will perform the Terms in compliance with applicable law. You are solely responsible for any warranty You give to Your Customers.

14. Indemnification

14.1 Your indemnity. You will defend, indemnify and hold harmless Gridheart, its Affiliates and their directors and employees against all third-party claims, demands, losses, damages, penalties, Vendor charges and costs, including reasonable legal fees, arising out of or relating to:

1. the use of the Platform, or the resale, use or distribution of Products, by You, Your Users or Your Customers;
2. Your services to Your Customers, including the configuration, management and monitoring of Products;
3. any breach of the Terms, the Specific Product Terms, a Vendor Schedule or the AUP by You, Your Users or Your Customers;
4. Your agreements with Your Customers, including Your prices and invoices;
5. personal data or other content that You or Your Customers provide, or instruct Gridheart to process;
6. the use of AI Features in Your account;
7. malware or harmful code introduced by You, Your Users or Your Customers; and
8. any tax for which You are responsible.

14.2 Procedure. Gridheart will notify You of any claim covered by Section 14.1 within a reasonable time. Gridheart may choose to control the defence and settlement of a claim itself at Your cost, or let You do so, in which case You may not settle any claim that imposes an obligation or admission on Gridheart without Gridheart's prior written consent.

15. Limitation of liability

15.1 Cap. Gridheart's total aggregate liability arising out of or relating to the Terms, whatever the legal basis, is limited to the Fees You paid to Gridheart in the two (2) months before the event giving rise to the liability. The cap applies to all claims together, including claims under the Data Processing Terms, the Support SLA and any other Additional Terms.

15.2 Excluded losses. Gridheart is not liable for any indirect, consequential, special, incidental or punitive loss or damage, or for loss of business, revenue, profit, goodwill, use or data, cost of substitute products or services, claims by Your Customers or other third parties, or damage caused by a Vendor or a Third-party Product, whatever the legal basis and even if Gridheart was advised of the possibility.

15.3 Exceptions. Sections 15.1 and 15.2 do not limit Gridheart's liability for personal injury, or for loss caused by Gridheart's wilful misconduct or gross negligence, to the extent such liability cannot be limited under applicable law.

15.4 Your liability. Nothing in the Terms limits Your liability. In particular, nothing limits Your obligation to pay all Fees, including Fees for the remaining term of every Commitment, or Your obligations under Section 14. Such Fees are never "lost revenue" or any other excluded loss.

15.5 Time limit for claims. You must notify Gridheart in writing of any claim within three (3) months of when You became aware, or should have become aware, of the circumstances giving rise to it, and must start legal proceedings within twelve (12) months of that time. Otherwise the claim is forfeited.

15.6 Basis of the bargain. The Fees reflect the allocation of risk in the Terms, which is an essential basis of the agreement between the parties.

16. Changes to the Terms, acceptance and records

16.1 Changes. Gridheart may change the Terms by publishing a new version in the Platform or on its website, or by notifying You by email or in the Platform. A change takes effect thirty (30) days after notice. A change takes effect immediately where it is required by law, a competent authority or a Vendor, where it addresses a security risk, or where it is not to Your detriment.

16.2 Acceptance of new versions. Gridheart may require an authorised representative of Your company to accept a new version in the Platform before You can continue to use the Platform or place orders. Continued use of the Platform or the Products after a change takes effect also constitutes acceptance. If You do not accept a change, Your only remedy is to terminate under Section 9.2, and Section 9.6 applies.

16.3 Electronic acceptance. Acceptance of the Terms in the Platform by a person who states that they are authorised to bind You is binding on You, in the same way as a signed agreement. You warrant that each person who accepts on Your behalf has that authority.

16.4 Records. The Platform's record of an acceptance, including the version accepted, the name and title of the person accepting, the time, the IP address and the hash of the archived document, is conclusive evidence of the acceptance and of the text accepted, unless there is a manifest error. The document archived in the Platform for the version accepted is the authoritative text.

16.5 Notices to You. Gridheart may give notices by email to the administrators of Your account or by posting them in the Platform. You must keep Your contact details and administrator list up to date. Notices are effective on sending or posting.

17. Governing law and disputes

17.1 Governing law. The Terms and any dispute arising out of or relating to them are governed by the laws of Sweden, without regard to its conflict of law rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

17.2 Claims against Gridheart. Any claim by You against Gridheart arising out of or relating to the Terms must be brought exclusively before the Swedish courts, with the Stockholm District Court (Stockholms tingsrätt) as the court of first instance.

17.3 Claims by Gridheart. Gridheart may bring claims against You before the Stockholm District Court or before any other competent court, including the courts of the country where You are established or have assets. Gridheart may also collect amounts due through summary or enforcement procedures in any jurisdiction, including an application for a payment order to the Swedish Enforcement Authority (Kronofogdemyndigheten).

17.4 Interim relief. Nothing in this Section prevents Gridheart from seeking interim or injunctive relief before any competent court or authority.

18. Miscellaneous

18.1 Entire agreement. The Terms, together with any Side Agreements, are the entire agreement between the parties on their subject matter and replace all earlier proposals, statements and understandings. You have not relied on any statement that is not set out in the Terms.

18.2 Assignment. Gridheart may assign or transfer any or all of its rights and obligations under the Terms, including the right to receive payment, to an Affiliate or to any successor in a merger, acquisition, reorganisation or transfer of all or part of its business, without Your consent. You may not assign or transfer the Terms without Gridheart's prior written consent. A change of control of You must be notified to Gridheart without delay and entitles Gridheart to terminate the Terms on thirty (30) days' notice.

18.3 Subcontractors. Gridheart may use Affiliates and subcontractors to perform its obligations and remains responsible for them as set out in the Terms.

18.4 Force majeure. Neither party is liable for failure or delay in performing its obligations caused by events beyond its reasonable control, including natural disasters, pandemics, war, terrorism, cyberattacks, failures of Vendors, data centres, telecommunications or power supply, labour disputes, and acts of government, including sanctions and export controls. The affected party must notify the other party and use reasonable efforts to resume performance. Payment obligations are not excused or suspended.

18.5 Independent parties. The parties are independent contractors. Nothing in the Terms creates a partnership, joint venture, agency, franchise or employment relationship, and You have no authority to bind Gridheart.

18.6 No third-party rights. No third party has rights under the Terms, except Gridheart's Affiliates and, where a Vendor Schedule says so, the Vendor concerned.

18.7 No waiver. A failure or delay by Gridheart in enforcing any provision is not a waiver of its rights. A waiver is only valid if made in writing.

18.8 Severability. If any provision is held invalid or unenforceable, the rest of the Terms remain in force and the provision is replaced by a valid provision that comes as close as possible to its original purpose.

18.9 Language. The Terms are made in English. If they are translated, the English version prevails.

18.10 Notices to Gridheart. Notices to Gridheart must be sent by email to legal@gridheart.com, with a copy by post to Gridheart AB, Färögatan 33, 164 51 Kista, Sweden, for notices of breach or termination. Notices are effective on receipt.

Gridheart Acceptable Use Policy

Version 2026-10, effective 9 October 2026. Replaces the Gridheart Acceptable Use Policy, version 2025-03.

1. Scope and relationship to the Partner Terms

1.1 This Acceptable Use Policy ("AUP") applies to all use of the Platform, the Gridheart Services and the Third-party Products by You, Your Users and Your Customers. It forms part of the Gridheart Partner Terms. Capitalised terms not defined here have the meaning given in the Partner Terms.

1.2 You must comply with this AUP and ensure that Your Users and Your Customers comply with it. You are responsible for their compliance under Section 4.7 of the Partner Terms.

1.3 The acceptable use policies and other Specific Product Terms of each Vendor also apply to its Third-party Products. If a Vendor's terms are stricter than this AUP, the Vendor's terms apply to that Product.

2. Prohibited use: general

You must not use the Platform or any Product, or allow anyone else to use them:

1. in breach of any applicable law, regulation or order of a competent authority, including data protection, sanctions and export control laws;
2. to infringe the rights of others, including intellectual property, privacy and personality rights;
3. to gain, or attempt to gain, unauthorised access to any service, account, device, network or data;
4. to send spam, run phishing campaigns or distribute deceptive or fraudulent content;
5. to store, transmit or distribute malware, ransomware or other harmful code, except as part of authorised security work in an isolated environment that cannot affect others;
6. for unauthorised surveillance, or for the unauthorised modification, exfiltration, encryption for ransom or destruction of data;
7. to store or distribute content that is illegal, including content that sexually exploits children, promotes terrorism or incites violence;
8. in any situation where a failure of the Platform or a Product could lead to death, serious personal injury or severe physical or environmental damage; or
9. to resell, sublicense, rent or otherwise make the Platform or any Product available to third parties, except as permitted under Sections 3.1 and 4.8 of the Partner Terms.

3. Prohibited use: technical, Platform and API

You must not, and must not allow anyone else to:

1. copy, modify, decompile, disassemble or reverse engineer the Platform or any Product, except to the extent the law expressly permits it;
2. access the Platform or any Product to build a competing product or service;
3. access the Platform other than through its user interface or the Partner API, or use scraping, bots or other automated means to extract data from it;
4. exceed or circumvent rate limits, usage limits, quotas or billing mechanisms, or use the Platform or a Product in a way designed to avoid Fees;
5. share login credentials or API keys, or let more than one person use the same User account;
6. remove or change any copyright, trademark or other proprietary notice;

7. disable, bypass or interfere with any security, authentication, licensing or access control mechanism;
8. probe, scan or test the vulnerability of the Platform, a Product or any shared infrastructure, or carry out penetration tests, without Gridheart's prior written approval;
9. disrupt or degrade the integrity or performance of the Platform, a Product or the data in them; or
10. use the Platform or any Product to mine cryptocurrency or for other resource-intensive tasks unrelated to their intended purpose.

4. Security and regulatory obligations

4.1 Security. You must protect Your accounts, credentials and API keys as required by Section 3.3 of the Partner Terms, and maintain appropriate security for Your own systems and Your administrative access to Customer environments as required by Section 12.4. API keys and administrator credentials must never be stored in source code, shared documents or messages.

4.2 No attacks through Products. You must not use the Platform or any Product to attack, probe or compromise the systems of third parties, Your Customers or other Gridheart partners.

4.3 Incidents. You must report any actual or suspected security incident, unauthorised access or compromise involving the Platform or a Product to support@gridheart.com within the time set out in Section 12.4 of the Partner Terms.

4.4 Regulation. You are responsible for Your own compliance with NIS2, GDPR and other regulation that applies to You or Your Customers, as set out in Section 12.5 of the Partner Terms. Use of the Products does not in itself fulfil those obligations.

5. AI Features

When You use AI Features in the Platform, or AI functionality in a Product, You must:

1. review and validate AI output before relying on it or passing it on, as set out in Section 6.6 of the Partner Terms;
2. not use AI Features for any practice prohibited under the EU AI Act, or to generate content that is misleading, discriminatory or otherwise unlawful;
3. not use AI output to make decisions that have legal or similarly significant effects on individuals without appropriate human review; and
4. not submit personal data to AI functionality unless You have a lawful basis for doing so.

6. Reporting, enforcement and changes

6.1 Reporting. If You become aware of any breach of this AUP by a User, a Customer or anyone else using the Platform or a Product through Your account, You must stop it, and notify support@gridheart.com without undue delay.

6.2 Investigation. Gridheart may investigate suspected breaches. You must cooperate and give Gridheart reasonable access to relevant information and records.

6.3 Measures. If Gridheart reasonably believes this AUP has been breached, Gridheart may, without liability:

1. disable Users, API keys, integrations or content;
2. suspend Your account, the Platform or any Product, or terminate the Partner Terms, under Section 9.4 of the Partner Terms;
3. inform the Vendor concerned; and
4. report the matter to the relevant authorities where required or appropriate.

Fees continue to accrue during any suspension under Section 9.5 of the Partner Terms, and You indemnify Gridheart under Section 14 of the Partner Terms for claims arising from a breach.

6.4 Changes. Gridheart may change this AUP in accordance with Section 16 of the Partner Terms.

Gridheart Support SLA

Version 2026-10, effective 9 October 2026. Replaces the Gridheart Support Service Level Agreement, version 2025-03.

1. Scope and relationship to the Partner Terms

- 1.1** This Support SLA describes the support that Gridheart AB ("Gridheart") provides to its partners ("You") and forms part of the Gridheart Partner Terms. Capitalised terms not defined here have the meaning given in the Partner Terms.
- 1.2** Gridheart provides support to You only. Gridheart does not provide support to Your Customers, unless agreed in a Side Agreement.
- 1.3** All times in this Support SLA are targets, not guarantees. Sections 8 and 15 of the Partner Terms apply in full. Missing a target does not entitle You to service credits, refunds, price reductions, damages or termination.

2. How to get support

- 2.1 Channels.** You must log every request as a ticket in the Platform or by email to support@gridheart.com. A request is received when Gridheart has issued a ticket reference. You must quote the reference in all follow-up.
- 2.2 Business Hours.** Support is provided during Business Hours, 08:00 to 17:00 Swedish time on Business Days, for all severity levels. Tickets may be logged at any time, but targets are measured in Business Hours only and start at the next Business Hour after the ticket is received. Support outside Business Hours is only available under a Side Agreement.
- 2.3 Who may contact support.** You must appoint named technical contacts in the Platform. Only named contacts may log Severity 1 and Severity 2 tickets. Requests from Your Customers will be referred back to You.

3. Severity levels and response targets

- 3.1** Gridheart sets the severity of each ticket after an initial assessment, taking Your view into account, and may change it as the facts become clear. Targets are measured in Business Hours.

Severity	Definition	Target first response	Target status updates
1 Critical	The Platform is unavailable to all partners, or a Gridheart Service is unavailable to several of Your Customers, with no workaround	1 hour	Every 4 hours
2 High	A major function of the Platform or a Gridheart Service fails for You or several Customers, and no reasonable workaround exists	4 hours	Daily
3 Medium	A function fails or performs poorly for a single Customer, or a workaround exists	1 Business Day	When there is progress
4 Low	Minor faults, cosmetic issues, billing and administrative questions	2 Business Days	When there is progress
5 Request	General questions, how-to questions and enhancement requests	5 Business Days	None

- 3.2** Gridheart has no resolution targets. Gridheart will use commercially reasonable efforts to restore service or provide a workaround, and may close a ticket when it has done so.

3.3 Issues with a Third-party Product are classified by their impact, but the timing of any fix depends on the Vendor under Section 4.3.

4. Incident handling and Third-party Products

4.1 Handling. For each ticket Gridheart will register it, give You a reference, make an initial assessment, set the severity and, where possible, propose a workaround or next step.

4.2 Widespread incidents. For incidents that affect many partners, Gridheart may communicate status through the Platform or by email instead of in individual tickets.

4.3 Third-party Products. For issues with a Third-party Product, Gridheart will, where possible, escalate to the Vendor in accordance with the Vendor's support process and keep You informed of what the Vendor reports. The Vendor's support terms and timelines apply. Gridheart may refer You to the Vendor's own support, documentation or knowledge base, in particular for product configuration, training and feature questions.

4.4 Closing tickets. Gridheart may close a ticket when the issue is resolved, a workaround is in place, the issue has been passed to a Vendor and nothing further can be done by Gridheart, or You have not responded within five (5) Business Days of a request for information.

5. Your responsibilities

To receive support You must:

1. provide first-line support to Your Customers and handle all communication with them;
2. carry out basic troubleshooting before logging a ticket, using the Platform and Vendor documentation;
3. describe each issue clearly, including the affected Product, Customer, symptoms, business impact, error messages and steps to reproduce;
4. give Gridheart the access, logs and information it reasonably needs, and make a knowledgeable person available during Business Hours for Severity 1 and 2 tickets;
5. keep Products and agents on versions the Vendor supports; and
6. follow Gridheart's and the Vendor's reasonable instructions to resolve the issue.

6. Exclusions, maintenance and chargeable work

6.1 Exclusions. This Support SLA does not cover, and no targets apply to:

1. issues caused by Your or Your Customers' infrastructure, networks, configuration, software or misuse;
2. outages, defects or delays of a Vendor, a data centre or other third party;
3. Products or agents on versions the Vendor no longer supports;
4. free, trial, preview and beta Products;
5. planned or emergency maintenance;
6. accounts that are suspended under the Partner Terms; and
7. events of force majeure.

6.2 Maintenance. Gridheart will try to announce planned maintenance that it expects to cause significant disruption at least forty-eight (48) hours in advance. Gridheart may carry out emergency maintenance at any time without notice.

6.3 Chargeable work. The following are not included in the Fees and are charged at Gridheart's current hourly rates, after Gridheart has told You that the work is chargeable: work in Your or Your Customers' environments; data restores, disaster recovery and incident recovery assistance; migrations,

onboarding and configuration; work outside Business Hours; and work caused by issues excluded under Section 6.1.

6.4 Reporting. On request, Gridheart will provide a summary of Your tickets and the response times achieved for a period of up to twelve (12) months.

6.5 Changes. Gridheart may change this Support SLA in accordance with Section 16 of the Partner Terms.

Gridheart Data Processing Terms

Version 2026-10, effective 9 October 2026. Replaces the Gridheart Data Processing Terms, version 2026-03, including Appendix 1.

1. Scope, roles and order of precedence

1.1 Parties. These Data Processing Terms are entered into between Gridheart AB, reg. no. 556779-9209 ("Gridheart"), and the partner that has accepted the Gridheart Partner Terms ("You"). They form part of the Partner Terms and fulfil the requirements of Article 28(3) GDPR and the equivalent provisions of the UK GDPR. Capitalised terms not defined here have the meaning given in the Partner Terms.

1.2 Scope. These Data Processing Terms apply only to Personal Data that Gridheart processes on Your behalf when providing the Gridheart Services, as described in Appendix 1 ("Partner Personal Data").

1.3 Roles. For Partner Personal Data, You are the controller, or a processor acting on behalf of Your Customer, and Gridheart is Your processor or sub-processor. If You act as processor, You warrant that Your instructions, including the appointment of Gridheart, are authorised by the relevant controller, and You are the only party that may give Gridheart instructions.

1.4 Outside the scope. These Data Processing Terms do not apply to:

1. Personal Data that Gridheart processes as controller for its own purposes, such as managing the partner relationship, invoicing, credit, sanctions and fraud checks, marketing, analysing, developing and improving the Platform and Gridheart's services under Section 10.1 of the Partner Terms, and complying with law, which is governed by Section 10.5 of the Partner Terms and Gridheart's privacy notice; and
2. processing by Vendors in or through Third-party Products. Vendors process such data under their own data processing terms with You or Your Customer. Gridheart is not a party to, and not responsible for, that processing.

1.5 Precedence. For the processing of Partner Personal Data, these Data Processing Terms prevail over the rest of the Partner Terms. Liability is always governed by Section 15 of the Partner Terms.

2. Definitions

"Data Protection Law" means the GDPR (Regulation (EU) 2016/679), the Swedish Data Protection Act (2018:218), the UK GDPR and the UK Data Protection Act 2018, and any other data protection law that applies to the processing of Partner Personal Data.

"Data Incident" means a breach of Gridheart's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Partner Personal Data on systems managed or controlled by Gridheart. Unsuccessful attempts that do not compromise Partner Personal Data, such as failed login attempts, pings, port scans and denial-of-service attacks, are not Data Incidents.

"Personal Data", "controller", "processor", "data subject", "processing" and "supervisory authority" have the meanings given in the GDPR.

"Restricted Transfer" means a transfer of Partner Personal Data to a country outside the EEA, or for UK data outside the UK, that is not covered by an adequacy decision or adequacy regulations.

"Standard Contractual Clauses" means the clauses adopted by the European Commission in Decision (EU) 2021/914 and, for UK data, the UK International Data Transfer Addendum, in each case as amended or replaced.

"Sub-processor" means a third party engaged by Gridheart to process Partner Personal Data.

3. Instructions and processing

3.1 Your instructions. Gridheart processes Partner Personal Data only on Your documented instructions. The Partner Terms, these Data Processing Terms, Appendix 1 and Your use and configuration of the Platform are Your complete instructions. Further instructions must be agreed in writing, and Gridheart may charge for implementing them.

3.2 Processing required by law. Gridheart may process Partner Personal Data where required by EU or Member State law, or UK law for UK data. Gridheart will inform You before such processing unless the law prohibits it.

3.3 Infringing instructions. Gridheart will inform You without undue delay if, in its opinion, an instruction infringes Data Protection Law. Gridheart may suspend the processing concerned until You confirm or change the instruction. Gridheart is not obliged to check whether Your instructions are lawful.

3.4 Your responsibilities. You are responsible for the lawfulness of the processing, including having a legal basis, informing data subjects and ensuring that Partner Personal Data is accurate. You must not provide special categories of Personal Data, or Personal Data relating to criminal convictions, to Gridheart unless Gridheart has agreed to this in writing.

3.5 Records. Each party keeps the records of processing that Article 30 GDPR requires of it. You must provide Gridheart with the information it reasonably needs for its records.

4. Confidentiality and security

4.1 Confidentiality. Gridheart ensures that everyone it authorises to process Partner Personal Data is bound by a duty of confidentiality, by contract or by law, and only has access to the extent needed for their tasks.

4.2 Security measures. Gridheart implements the technical and organisational measures described in Appendix 2, which are designed to provide a level of security appropriate to the risk, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing. Gridheart may update the measures, provided the overall level of security is not reduced.

4.3 Your security. You are responsible for the security of Your own systems, accounts and devices used to access the Platform, including keeping credentials secure, using multi-factor authentication and managing Your Users' access rights. You acknowledge that the measures in Appendix 2 provide a level of security appropriate to the risk for Partner Personal Data.

5. Data Incidents

5.1 Notification. Gridheart will notify You without undue delay after becoming aware of a Data Incident, and where feasible within forty-eight (48) hours. Gridheart will take reasonable steps to contain the Data Incident and limit its effects.

5.2 Content. The notification will describe, as far as the information is available, the nature of the Data Incident, the categories and approximate number of data subjects and records concerned, the likely consequences, the measures taken or proposed, and a contact point. Gridheart may provide the information in stages.

5.3 Delivery. Notifications are sent to the administrators of Your account or the security contact You have registered in the Platform. You must keep these contacts up to date.

5.4 Your obligations. You are responsible for assessing whether to notify supervisory authorities, data subjects or Customers, and for making any such notification. Gridheart's notification of a Data Incident is not an acknowledgement of fault or liability.

6. Sub-processors

6.1 General authorisation. You give Gridheart general written authorisation to engage Sub-processors. This includes Gridheart's Affiliates and the Sub-processors listed at gridheart.com/sub-processors on the date You accept these Data Processing Terms.

6.2 Requirements. Gridheart will impose on each Sub-processor, by written contract, data protection obligations that provide at least the same level of protection as these Data Processing Terms, as required by Article 28(4) GDPR. Gridheart remains responsible to You for the performance of its Sub-processors' obligations, subject to Section 11.

6.3 Changes. Gridheart will inform You of any intended addition or replacement of a Sub-processor at least thirty (30) days in advance, by updating the sub-processor list and notifying You in the Platform or by email. Where a change is needed urgently to maintain the service or security, Gridheart may give shorter notice.

6.4 Objection. You may object to a new Sub-processor within five (5) calendar days of the notice, on reasonable grounds relating to data protection, by notice to legal@gridheart.com. The parties will discuss the objection in good faith. If no solution is found within thirty (30) days, You may, as Your sole remedy, stop using the Gridheart Service concerned by notice to Gridheart. Commitments and Fees already incurred remain payable. If You do not object in time, the new Sub-processor is approved.

7. International transfers

7.1 Location. Gridheart aims to process Partner Personal Data within the EU/EEA. The locations of Sub-processors are shown in the sub-processor list.

7.2 Safeguards. Gridheart will not make a Restricted Transfer unless an appropriate safeguard under Data Protection Law is in place, such as the Standard Contractual Clauses, supplemented where required by a transfer impact assessment and additional measures, or the transfer is covered by an adequacy decision, including the EU-US Data Privacy Framework for certified recipients.

7.3 Your authorisation. You authorise Gridheart to enter into Standard Contractual Clauses with Sub-processors on Your behalf, or on behalf of Your Customers where You act as processor, where this is needed for a Restricted Transfer. Where a transfer from You to Gridheart is itself a Restricted Transfer, the parties will enter into the applicable Standard Contractual Clauses on request.

8. Assistance, data subject requests and impact assessments

8.1 Data subject requests. Taking into account the nature of the processing, Gridheart will assist You by appropriate technical and organisational measures, insofar as possible, in responding to requests from data subjects to exercise their rights under Chapter III GDPR. Where available, You must use the functions in the Platform to do so. If Gridheart receives a request directly, it will refer the data subject to You and will not respond itself, except to confirm the referral.

8.2 Other assistance. Taking into account the nature of the processing and the information available to it, Gridheart will assist You in ensuring compliance with Articles 32 to 36 GDPR, including security, Data Incidents, data protection impact assessments and prior consultation with supervisory authorities.

8.3 Fees. Gridheart may charge for assistance under this Section at its current hourly rates, unless the assistance is needed because of Gridheart's own breach of these Data Processing Terms or is available through standard functions of the Platform.

8.4 Requests from authorities. If Gridheart receives a request from a supervisory authority or other public authority concerning Partner Personal Data, it will inform You without undue delay, unless prohibited by law.

9. Audits and information

9.1 Information. Gridheart will make available to You the information reasonably necessary to demonstrate compliance with Article 28 GDPR, primarily through these Data Processing Terms,

Appendix 2, its sub-processor list and, where available, certifications, audit reports and completed security questionnaires.

9.2 Audits. If that information is not sufficient, or a supervisory authority requires it, You may audit Gridheart's compliance, by Yourself or through an independent auditor that is bound by confidentiality and is not a competitor of Gridheart, on the following conditions:

1. no more than once in any twelve (12) month period, unless a supervisory authority requires it or after a Data Incident;
2. on at least thirty (30) days' written notice, with scope, timing and duration agreed in advance;
3. during Business Hours and without unreasonable disruption of Gridheart's operations;
4. without access to other partners' data, Gridheart's internal financial information, trade secrets or information that could compromise security; and
5. at Your cost, including reimbursement of Gridheart's time at its current hourly rates.

9.3 Sub-processors. Audits of Sub-processors are carried out by relying on the Sub-processors' own certifications and audit reports, which Gridheart will make available on request where it is permitted to do so.

10. Return and deletion

10.1 During the term. You can export and delete Partner Personal Data through the functions of the Platform. Gridheart will assist with other reasonable deletion requests under Section 8.3.

10.2 At the end of the term. On termination of the Partner Terms, You may within thirty (30) days request a copy of Partner Personal Data in a standard export format. After that, Gridheart will delete or anonymise Partner Personal Data within ninety (90) days.

10.3 Exceptions. Gridheart may keep Partner Personal Data to the extent required by law, for example accounting records that must be kept for seven (7) years under the Swedish Bookkeeping Act, and copies in backups until they are overwritten in the normal backup cycle. Retained data remains subject to these Data Processing Terms and is processed only for the purpose for which it is retained.

11. Liability, term and changes

11.1 Liability. Liability under these Data Processing Terms is governed by Section 15 of the Partner Terms, including Gridheart's cap and the excluded losses. This does not affect data subjects' rights against either party under Article 82 GDPR. If Gridheart pays compensation to a data subject, or a fine, for damage that is wholly or partly due to You, You must reimburse Gridheart for Your share in accordance with Article 82(5) GDPR.

11.2 Term. These Data Processing Terms apply for as long as Gridheart processes Partner Personal Data on Your behalf, including after termination of the Partner Terms until the data has been deleted under Section 10.

11.3 Changes. Gridheart may change these Data Processing Terms in accordance with Section 16 of the Partner Terms. Gridheart will not make a change that reduces the overall protection of Partner Personal Data, unless the change is required by Data Protection Law or a supervisory authority.

11.4 Governing law. These Data Processing Terms are governed by Swedish law, and disputes are resolved in accordance with Section 17 of the Partner Terms, except where Data Protection Law or the Standard Contractual Clauses require otherwise.

Appendix 1: Details of processing

Item	Description
Subject matter	Provision of the Platform and other Gridheart Services to You under the Partner Terms
Duration	The term of the Partner Terms and the deletion period in Section 10
Nature of processing	Collection, recording, storage, organisation, retrieval, use, transmission to Vendors and connected systems, and deletion
Purposes	Ordering, provisioning and administering Products for You and Your Customers; calculating usage and Fees; billing and invoicing support, including through Your connected accounting systems; the customer portal; support; reporting to Vendors as required to provide, bill and report the Products; and security and fraud prevention for the Platform
Data subjects	Your employees and contractors who use the Platform; contact persons and users at Your Customers; end users whose identifiers appear in Vendor Usage Data or licence assignments
Personal Data	Names, business email addresses, phone numbers, job titles, user and account identifiers, login and audit logs, IP addresses, licence assignments, usage records linked to users or devices, and the content of support tickets
Special categories	None. You must not provide special categories of Personal Data under Section 3.4
Sub-processors	As listed at gridheart.com/sub-processors
Retention	As set out in Section 10

Appendix 2: Security measures

Gridheart has the following measures in place for the Platform. Gridheart reviews them periodically and when the Platform or the risks change, and may update them under Section 4.2.

- 1. User access.** Each User has an individual account. Sign-in to the Platform uses multi-factor authentication. Access rights are role-based, and administrative functions are limited to authorised Gridheart personnel.
- 2. Separation of partner data.** Database-level access rules restrict each partner's Users to the data of their own organisation.
- 3. Credentials.** Partner API keys are stored only in hashed form. Credentials for connected Vendor and accounting systems are stored encrypted in a dedicated secrets store and are not exposed to the browser.
- 4. Encryption.** Partner Personal Data is encrypted in transit using TLS and encrypted at rest by the hosting provider.
- 5. Hosting and backup.** The Platform is hosted on cloud infrastructure provided by the Sub-processors listed at gridheart.com/sub-processors, which are responsible for the physical security of their data centres and take regular backups of the Platform database.
- 6. Audit trail.** Administrative actions and changes to billing-relevant data are recorded in an audit log that is accessible only to authorised personnel.
- 7. Change control.** Changes to the Platform's code are version-controlled, so that each change can be traced and rolled back.
- 8. Personnel.** Only Gridheart personnel who need access to Partner Personal Data for their tasks are given it, and they are bound by confidentiality under Section 4.1.
- 9. Incidents.** Security incidents are handled and notified in accordance with Section 5.

10. Sub-processors. Sub-processors are engaged under written data protection terms in accordance with Section 6.