Zettr Terms of Service

Definitions

Terms may also be used in the plural, e.g. "Parties" or "Users".

Term	Definition
API	Application Programming Interface.
API Credentials	Keys, tokens or other credentials in use to authenticate, access and use a Zettr API.
Breach*	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data.
Client	A customer of an Accounting Office. Clients may also be a customer of Zettr, and vice versa.

Customer	The entity as defined in the Order Confirmation that has entered into this agreement.
Customer Data	Data belonging to the Customer (or its Users) and processed by the Software, such as customer databases, invoices and other production data.
Data	A collective term for Customer Data and Usage Data, including Personal Data, data sets, as applicable in context.
Data Controller*	The entity that determines the purposes, conditions and means of the Processing of Personal Data.
Data Processing or Processing*	Any operation performed on the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation, alteration, erasure or destruction etc.
Data Processor*	The entity Processing Personal Data on behalf of the Data Controller.
Data Subject*	A natural person whose Personal Data is Processed by a Data Controller or Data Processor.
Fee	Fees due to Zettr from the Customer for the right of Software use.
Module	A functional package within the Software, such as a logistics module or report builder. Modules may have to be Ordered separately.
Order	An order for the Software (including Users and Modules), including self-service ordering from within the Software, or registering for a Development Account.
Order Confirmation	A confirmation from Zettr specifying the Software (including Users and Modules) and Fees of the Customer's Order, identifying the Zettr distributor company which the Customer is contracting, and any additional terms and conditions that apply.
Partner	A non-Zettr company certified as a partner by a Zettr distributor company.
Party	Zettr or the Customer as defined in the Order Confirmation.
Personal Data*	Any information relating to an identified or identifiable natural person (Data Subject).
Software	Software applications and related services, including modifications, new features, upgrades and data storage.
Software Documentation	Documentation describing Software features, functionality and configuration, such as manuals and help files.
Special Categories of Personal Data* (Sensitive Personal Data)	Any Personal Data related to: ● Racial or ethnic background ● Political opinions and affiliations ● Religious beliefs and other beliefs of a similar nature ● Trade union membership ● Mental and physical health, including sexual orientation ● Criminal convictions and offences

	● Genetic and biometric data
Subscription Period	Time period for which the Fees grant the Customer a right of use of the Software.
Third Party Component	Software or IPR from a third party that is provided by Zettr as part of or in connection with the Software.
Usage Data	Certain data collected from and/ or generated from the Software and the use thereof.
Use	Any and all actions performed on or with the Software by the Customer (including Users) or on its behalf.
User	A named individual user of the Software. Users may be employees of the Customer, or anyone granted a User account by the Customer, such as a consultant or accountant, or a Development Account user.
Visma	The Zettr distributor company in the Visma group as defined in the Order Confirmation, with which the Customer has entered into this agreement.

* These terms shall have the same meaning and interpretation as in applicable privacy legislation, and are referenced here for convenience.

1. General terms

1.1. Order

1.1.1. The Customer orders the Software from Zettr through an Order, either directly by phone, email, webpages, in-product web shops, or through a Zettr Partner.

1.1.2. These Terms of Service (TOS) are standard terms that govern the use of the Software. By placing an Order, by signing, by clicking or marking "I accept", the Customer accepts and enters into a legally binding Order and agreement with Zettr once Zettr or partner issues an Order Confirmation. Only individuals with administrative, purchasing and representation rights for their company may do so. For Trial Customers, special procedures in 2.4 apply.

1.1.3. The following information may appear in the Order Confirmation and invoice, depending on Software:

1. The name of the Zettr distributor company the Customer is contracting with.
2. Software, Users and Modules the Customer has Ordered.
3. Fees for the Software Ordered.
4. Termination terms for a subscription or the customer relationship.
5. Any additional terms and services as agreed between the Parties.

1.1.4. Unless agreed otherwise in writing, the TOS and Order Confirmation constitute the entire agreement for the Software. Other services from Zettr or a Zettr Partner, such as training, implementation or customisation, are not covered by the TOS.

1.1.5. Zettr may change the TOS at its discretion in accordance with 1.3.1. Certain Software or legislative changes may require re-acceptance of the TOS, to be notified 30 days in advance in accordance with 1.3.2. If the Customer does not accept such changes to the TOS, termination in accordance with 4.6.1 may be requested, and subsequently a request for a pro-rated refund for any advance Fees for the relevant Software. The latest version of the TOS is at all times available at (LINK TO ONLINE TOS) .

1.2. Fees

1.2.1. Fees for Software are according to the at all times applicable online, or in-Software, price lists from Partner.

1.2.2. Unless otherwise agreed in writing, all Fees are due in advance and non-refundable, with no refund for unused transactions, Users, Software or remaining days in a Subscription Period. That is unless the Software availability has been significantly reduced for reasons solely attributable to Zettr. Zettr may at its discretion and as the sole remedy, offer a reasonable refund for Fees accrued during such period of reduced availability.

1.2.3. Fees are exclusive of all taxes, levies and duties. Unless agreed otherwise, Zettr will add the applicable value added tax (VAT) to the invoice.

1.2.4.	Zettr reserves the right to change the Fees and/or the Fee model, on three months' notice according to 1.3.1 up to two times per year for any individual Software, and on one month notice if a subcontractor increases its prices towards Zettr. Further, Zettr reserves the right to apply general annual price- and cost index increases without notice effective from January 1st.
1.2.5.	In the event of the Customer's non-payment or late payment of the Fees, Zettr reserves the right to suspend the Customer's access to the Software or restrict the access to read-only, and charge penalty interest as permitted by law, with unpaid invoices sent to collection. If not resolved within a reasonable time, Zettr reserves the right to terminate the Customer's right of use to the Software c.f. 4.6.2.

1.3. Notifications

1.3.1.	Information about new features, price changes or planned maintenance, will be delivered inside the Software, on the Software's webpages, online community or by email.
1.3.2.	Notifications regarding Order Confirmations, information of particular importance, security or privacy, will be sent to the Customer's primary contact email.
1.3.3.	The Customer is responsible for providing at all times up to date contact information, including a primary contact email.
1.3.4.	All notices are deemed notified and effective immediately when sent or posted by Zettr.

1.4. The Software

1.4.1.	The Customer purchases a right to use, and is granted access to as set forth in this TOS, the Software as it is made available online by Zettr, or installed on the Customer's computers. Software installed on the Customer's computers may contain embedded online components and Software.
1.4.2.	Zettr provides operational support free of charge for login- or account issues or functional issues in the Software trough partner. Additional support, such as user training, consulting or implementation may be purchased separately from Zettr or a Zettr Partner.
1.4.3.	The Software is provided "as is" as standard software. The Customer may access and use online Software as it is provided at any given time, such Software is not contingent on a particular version nor publications or materials. When Software is installed on the Customer's computers, the Customer is responsible for using a supported version, see 4.3.1.
1.4.4.	Zettr reserves the right to make improvements, add, change or remove functionality, or correct issues or omissions in the Software at its sole discretion without any obligation or liability accruing therefrom. In the event a modification disables functionality that forms a material part of the Software permanently or for more than two months, the Customer may terminate the subscription only for the affected Software, and request a pro-rated refund for any remaining Fees paid in advance for the affected Software.

1.4.5. Zettr has the right to discontinue any Software or its availability in a particular market on twelve months prior notice. The Customer is entitled to request a pro-rated refund for any Fees paid in advance for the period following the discontinuation.The Customer must cease using the Software after notified discontinuation and is not entitled to make any further claims against Zettr.

1.4.6. Certain Software may be subject to additional terms or restrictions, such as limitation on storage space or transactions. Some features, such as payment, may require special registration on websites, as specified in the Order Confirmation or within the Software. If any such additional terms and restrictions are in conflict with this TOS, then this TOS shall prevail.

Payment, reporting and financial services

1.4.7. The Customer authorises Zettr to, on its behalf, place and authenticate invoices, payments, governmental reports (e.g. SAF-T) and information such as bank statements, made by or sent to the Customer using the Software, between the Customer's banks, authorities, and other business-to-business and business-to-consumer relations. Certain payment Software may assign API Credentials to the Customer used to access, identify and authorise the Customer's account and Use of the Software to the API. The Customer is responsible for notifying its banks or other parties of the above authorisation, and accepts any charges incurred from its banks or other related parties when using the Software. If Zettr is invoiced by any such third party when providing the Software, Zettr will re-invoice the Customer for said charges.

1.4.8. Zettr uses invoice networks, including third party networks, such as the PEPPOL network, bank- and mobile payment suppliers and other document and payment networks, as well as third parties for processing invoices, payments and documents, for example for scanning paper invoices. PEPPOL is an international network for electronic exchange of invoices and other business documents, further information and contact points can be found at the PEPPOL web pages (www.peppol.eu). For an up to date list of third parties, and Zettr contact details, please see www.zettr.com/thrust-center/. The Customer authorises Zettr to exchange payment profile information, invoices and related business documents and data with such networks and providers as necessary to provide the Software, financial services modules and add-ons. Certain invoice networks such as PEPPOL and other financial services modules or add-ons to the Software, including linked or affiliated third party services, may also require subjecting the Customer to personal identification and other customer due diligence requirements, often referred to as a *Know Your Customer (KYC)* processes, and/or a credit check or credit score check processes. The Customer accepts that completing, updating and sharing data for a KYC process or credit checks may be a premise for accessing such networks and making use of the Software.

1.4.9. The Customer remains fully responsible for the business content of the datasets exchanged with such networks, including their compliance to relevant law, as well as for any resulting business commitment. The Customer can be blocked from networks such as the Peppol network in case of suspected fraud, spam or other criminal acts. The Customer may notify

Zettr in writing not to be registered in the address registers of such networks or notify not to use all or some financial services modules and add-ons, and acknowledges such reservation may limit or disable the Software functionality in whole or in part.

2. Right of use

2.1. Customer

2.1.1. The Customer is granted a limited, non-exclusive and terminable right to Use the Software, solely for internal business operations. For Accounting Offices and Clients, ==please refer to 2.2.==

2.1.2. "Internal business operations" means (in a a non Accounting Office scenario) solely Use of the Software to support the Customer's own operations, such as accounting and payments, and not to support the operations of third parties, and thus does not allow operating as a service provider or accounting office, or Use the Software for any entity owned less than 50%. The right of use may not be assigned, including in mergers, bankruptcy, change of control or to affiliates, without prior written authorisation from Zettr.

2.1.3. The Customer is responsible for the legality of User actions and administration, integrations by third parties and for the Customer Data, and shall not transfer harmful code, unlawful data or viruses to or with the Software.

2.1.4. User accounts are for single named individuals, and may be assigned to third parties performing normal usage of the Software on behalf of the Customer, such as accountants, auditors, and consultants.

2.1.5. The Customer shall not share usernames and passwords to user accounts to any third party without consent from Zettr.

2.2. Accounting Office and Clients

2.2.1. For Accounting Office use, please see our webpage www.zettr.com

2.3. API and Development Accounts

For inquiries about API and Development Accounts please see our webpage www.zettr.com

2.4. Trial Customer

2.4.1. For trial or review accounts, please see our webpage www.zettr.com

3. Use of data

3.1.   When using the Software, the Customer will add data to the Software ("Customer Data") and usage data is generated by the users of the Software ("Usage Data"), collectively referred to as Data. Customer Data and Usage Data can contain both Personal Data and non-personal data. For more information regarding how Zettr processes Personal Data, see <mark>section 4.</mark>

3.2.   Data consists of:

a)   *Technical information and traffic data (Usage Data),* such as the type of operating system, browser type, device, browser language and IP address;

b)   *Customer- or user- generated data (Usage Data),* such as page views, clicks, inactivity, session durations, number of sent invoices, expenses filed, accounting years created, password resets, context and content of support tickets, chat boxes, security logs and similar;

c)   *Production data (Customer Data),* such as images, files, invoice and ledger data or any data included in the Software by the Customer as part of using the Software,

3.3.   Use of Data, as outlined above, is limited to the following purposes:

a)   *Software and user experience improvement*, typically by aggregating and analysing usage patterns, enabling individual or customised user experiences by for instance offering to enable relevant additional modules or services tied to the Software based on user patterns,or to suggest more efficient ways of making use of the Software by analysing user inactivity.

b)   *Marketing and displaying relevant information,* for example for complimentary or value-adding Software or new features, seek to avoid providing marketing for Software the Customer has already subscribed to and providing relevant market updates or information within the Software to educate Customers and Users.

c)   *Security and related purposes*, for example by analysing session and login data, incident records and similar in order to prevent, investigate and document security issues and incidents and improve the security of the Software.

d)   *Statistics and research*, typically by analysing the amount and trend of invoices, payments or expenses etc going through our systems, using such aggregated and anonymous statistics in general marketing and reporting, and as part of developing value-adding Software such as additional modules, features or services tied to the Software.

e)   *Compliance.* Zettr may use Data for compliance purposes, for example by logging when a Customer accepts the TOS, fulfilling KYC or credit check purposes according to legislation or as part of operating the Zettr security program.

3.4.   Zettr may also use relevant information from public or commercially available sources and registers, and combine such information with Data as outlined above.

3.5.   A premise for using Data for the above purposes is that such use is in accordance with applicable legislation, including the necessary security measures to ensure the confidentiality, integrity and availability of the Data. To the extent Personal Data is part of such Data

processing, it shall primarily be anonymized, because identifying named individual users is seldom of any relevance for these purposes. If anonymization is not possible, due to technical or practical reasons, Zettr shall take alternative compensating measures to enhance protection, taking into account the requirements brought by the data processing agreement included in section 4. A premise for making use of Data for the above purposes is compliance with the GDPR and all other legislation related to the Software.

3.6. Zettr may share Data with other companies in the Visma group, vendors and Partners in order to deliver the Software and financial services modules and add-ons and comply with the rights and obligations according to the TOS. Zettr will only share Data with public authorities or other third parties in the following situations:

- a) to comply with law or regulation, or to respond to a legally binding request such as a court order or warrant;
- b) to deliver the Software according to this TOS
- c) to investigate or prevent security threats or fraud;
- d) a reorganisation, merger, sale or purchase of Zettr in part or whole, where Confidential Information may be disclosed to other companies in the Visma group, or to prospective purchasers and trusted advisors, that observe the obligations set forth herein by entering into a confidentiality agreement.

3.7. Zettr will promptly notify the Customer of request from governmental authorities regarding disclosure of Data, unless such notification is legally prohibited or safeguarded appropriately by the governmental authorities directly.

4. Data Processing Agreement

4.1. Processing of Personal data

4.1.1. Zettr is committed to ensuring that the Software is compliant with applicable data protection laws and regulations.

4.1.2. Transparency and accountability is crucial for Zettr. Our Webpage www.zettr.com provides more up to date details about our Software.

4.1.3. The categories of Data Subjects and Personal Data, nature of the Processing and duration of the Processing is outlined by this TOS, the Order Confirmation and more important, the Customers use of the Software.

4.1.4. It is the Customer who submits the Personal Data into the Software, and thereby decides what kind of Personal Data Zettr Process and who the Data Subjects are. This may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- Customers employees
- Customers own customers, including Clients

4.1.5. The Customer may submit Personal Data into the Software and Processing may include, but is not limited to, the following categories of Personal Data:

- First and last name

- Contact information (company, email, phone, physical business address)
- IP address
- Professional life data
- Personal life data
- Invoicing, expense or payroll data

4.1.6. The nature of the Processing is the delivering of the services pursuant to the TOS and the Order Confirmation.

4.1.7. The Personal Data will be Processed for the duration of the TOS and the Order Confirmation.

4.2. Zettr will only process the Personal Data as instructed by the Customer. The Customer hereby instructs Zettr to:

   a) Process the Personal Data on behalf of the Customer, and for the purpose of and to the extent necessary to provide the Software and add-ons in a secure and professional manner, in accordance with and to fulfil the TOS, the Order Confirmation and applicable data protection law;

   b) Process Personal data as initiated by the users in their use of the Software

   c) Use the Personal Data as part of developing the Software further to bring additional value to the Customer, with the security measures and purpose limitations as outlined in section 3

   d) Process the Personal Data to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the TOS

   e) strive to anonymize the Personal Data if using it for the purposes mentioned in section 3.3 so that the data is no longer Personal Data and the Data Subjects) can no longer be identified.

4.3. The Customer is the Data Controller for Customer Data, and guarantees that the Customer is the owner of or otherwise has the right to transfer the **Personal Data** to the Software for processing, and that the Customer has a legal ground for and the responsibility for the accuracy, integrity, content, reliability, compliance and legality of such Personal Data, including its Use.

4.4. Zettr is the Data Processor for CustomerData, and agrees and/ or guarantees as applicable according to GDPR article 28:

   a) to Process the Personal Data only in accordance with the Customer's instructions as outlined in section 4.2 , and shall, upon becoming aware of it, notify the Customer of instructions which, in the opinion of Zettr, infringes applicable privacy legislation;

   b) to abide by the directives of the relevant supervisory authorities;

c) that Zettr has implemented technical and organisational security measures to protect the Personal Data from loss and unauthorised processing, to ensure the confidentiality, integrity and availability of the Personal Data according to the GDPR article 32, and that these measures represent a level of security appropriate to the risk presented by the processing, having regard to the state of the art and the cost of implementation;

d) that Zettr shall notify the Customer without undue delay after becoming aware of a Breach to a reasonable degree of certainty (any temporary non-availability of Personal Data due to Software-unavailability is at all times published online according to 1.3.1.)

e) that Zettr, within its obligations as Data Processor under applicable data protection law, shall assist the Customer in its role as Data Controller by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to Zettr, hereunder assisting the Customer in responding to requests for exercising the Data Subject's rights, ensuring compliance with the obligations pursuant to GDPR articles 32 to 36 and by providing information necessary to demonstrate compliance with applicable data protection law.

f) that when Zettr's instructions to Process the Personal Data expires for whatever reason, such as termination of the customer relationship, Zettr will return the Personal Data to the Customer and/or delete it from the systems according to defined deletion policies, unless mandatory provisions of law require continued storage of the data by Zettr.

g) that Zettr shall promptly notify the Customer of any request for the disclosure of Personal Data received directly from a Data Subject and from governmental authorities, unless such notification is legally prohibited. Zettr will not respond to such requests unless authorised by the Customer. Zettr will only disclose Personal Data to governmental authorities to comply with legally binding requests, such as a court order or warrant;

h) that the persons authorised to process the Customer data have committed themselves to confidentiality.

4.5. Zettr shall in an easy and efficient manner make available to the Customer all information

necessary to demonstrate compliance with applicable data protection legislation. Zettr shall also allow for and contribute to specific audits,inspections etc. To request an specific audit, the Customer must submit a detailed audit plan at least four weeks in advance of the proposed audit date. If a requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior twelve months, and Zettr confirms that there are no known material changes in the measures audited, the Customer agrees to accept those findings instead of requesting a new audit of the measures covered by the report.The Customer shall be responsible for any costs arising from the Customers requested audits. Zettr has no intention to make money by assisting our customers with GDPR compliance. Quite the opposite, we want to use our GDPR efforts as a competitive

advantage. However, Zettr does see that Customer requests vary in time and scrope and on this basis we reserve the right to invoice our assistance subject to upfront agreement in writing with the Customer.

4.6. Subcontractors

4.6.1. Zettr may use other Visma group companies and third party subcontractors for the provision and development of the Software, hereunder processing of Personal Data. Zettr will always enter into a data processing agreement with subcontractors if the subcontractor processes Personal Data, in order to fulfil the obligations set forth herein and in accordance with the GDPR.

4.6.2. An at all times up to date list of subprocessors is available from the webpage www.zettr.com

4.6.3. Zettr will notify the Customer of planned changes of subprocessors in advance using normal communication channels, which includes updating information within the Zettr online community and Zettr webpage. The Processor may engage other EU/EEA located companies in the Visma group as sub-processors without prior approval or notification to the Controller.

4.6.4. The Customer may object to the use of a subprocessor within 30 days after a notification is given. However, due to the nature of online standard Software in particular, the Customer may not be able to reserve against the use of subprocessors. In such an event, the Customer may terminate the customer relationship according to the relevant termination clause.

4.7. Security

4.7.1. Zettr is committed to providing a high level of security in our Software, including with regards to Personal Data and privacy protections such as the requirements outlined by GDPR article 32. Zettr provides appropriate security through organisational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the Software, and the Data processed using the Software.

4.7.2. Due to the dynamic and changing nature of IT- security, particularly online, our security measures are described in more detail at the Zettr webpage:

4.7.3. You may also contact Zettr directly at service@zettr.com for more information about security in our Software.

5. Supporting terms

5.1. Confidentiality

5.1.1. Each Party may disclose or obtain Confidential Information from the other Party that should reasonably be understood to be proprietary, confidential or competitively sensitive ("Confidential Information".) The Parties shall hold Confidential Information in confidence and take reasonable measures to protect the other Party's Confidential Information, and not disclose it to third parties unless authorised by the other Party to do so, or if required under mandatory provisions of law.

5.1.2. Confidential Information does not include a) information the recipient can demonstrate was in the recipient's possession or knowledge prior to entering into the TOS; b) is or becomes publicly available through no fault of the recipient; c) is received by the recipient from a third party without a duty of confidentiality; or d) is independently developed by the recipient.

5.1.3. Zettr may disclose Confidential Information to other companies in the Visma group, Partners or subcontractors to the extent necessary to provide the Software according to the TOS. The Confidential Information may also be shared for the purposes mentioned in section 3.6.

5.2. Intellectual Property Rights

5.2.1. Zettr, or its licensors where applicable, is the owner of the Software and related intellectual property rights (IPR), including, but not limited to, source and binary code, compilation of data, databases and designs, whether registered or not, all documentation, specification and associated materials, and any IPR that arise out of Zettr's processing of Data. Trademarks, product names, company names or logos in the Software are the property of their respective owners.

5.2.2. Where IPR from a third party is part of the Software provision ("Third Party Components"), such IPR is covered by the TOS, unless separate terms are supplied and in such cases licensing terms of the Third Party Component shall prevail. If the Third Party Component is open source, then under no circumstance shall the Software, except for the Third Party Component, be deemed to be open source or publicly available software. Where a Third Party Component requires Zettr to provide license and/or source code, this will be available from the "About box" in the Software or Documentation.

5.2.3. In the event of infringement of IPR, Zettr or its licensors may take all reasonable steps to protect its interests as available by law.

5.2.4. The Customer, or its Clients as applicable, is the owner of the Customer Data and IPR in and to the Customer Data, and/or any Integrated Applications c.f. 2.3.

5.3. Warranty

5.3.1. Zettr shall use commercially reasonable efforts to ensure that the Software will perform substantially as described in the Documentation during the Subscription Period, provided it is properly configured (including the Customer's choice of browser) and updated to a supported version. Supported versions may differ and are available from the Documentation. The Customer agrees that the Software and delivery will not be completely error free and that Software improvement is a continuous process.

5.3.2. Zettr does not warrant that the Software will meet the Customer's requirements, operate correctly with the Customer's choice of equipment, systems or settings, setup, configuration, modifications, plugins or integrations not performed or controlled by Zettr, or if delivered over the internet, be uninterrupted. Zettr is not responsible for the internet, internet service providers nor the Customer's internet connection.

5.3.3. If the Software does not function in accordance with the limited warranty specified in this section 5.3, Zettr shall correct confirmed errors or defects in the Software at its own expense. "Confirmed errors or defects" means errors or defects that are reproducible by Zettr and/ or confirmed through Zettr's support channels, and which occur during the Subscription Period. Zettr may choose to replace the Software or functionality instead of performing a correction.

5.3.4. If the confirmed error or defect is of a material nature, meaning that the Customer's ability to use the Software is significantly reduced, and Zettr does not correct confirmed errors or defects or replace the Software within a reasonable period of time c.f. 5.3.3, the Customer may terminate the right of use for the affected Software. In such a case, the Customer has the right to a pro-rated refund for any Fees for the remaining Subscription Period for the affected Software, starting from the month following verification by Zettr of the errors or defects.

5.3.5. Except as expressly set forth herein, the Customer shall not be entitled to make any claims against Zettr.

5.3.6. Links to websites not controlled by Zettr that appear in the Software, associated webpages or documentation are provided for convenience only. Zettr is not responsible for such websites.

5.4. Liability

5.4.1. Zettr is not responsible or liable for the Customer Data, including its content, ownership and legitimacy, nor for Use or other activities performed upon the Customer Data by the Customer.

5.4.2. Zettr's liability is limited to direct damages. Zettr shall not be liable for any indirect, incidental, consequential, punitive or special losses or damages, including but not limited to any loss of profit, loss of revenue, loss of business, loss of Data, lost savings, claims from third parties,loss of goodwill etc.

5.4.3. Total accumulated liability for Zettr during the Subscription Period shall in total not exceed an amount equalling 12 months' Fees for the affected Software immediately preceding the event giving rise to liability.

5.4.4. Neither Party shall be liable for delay or failure in performance arising out of force majeure, including earthquake, riot, labour dispute, pandemics, swift or new temporary legislation pertaining to the Internet, governmental or EU sanctions and other events similarly outside the control of the Parties. Cyber attacks that Zettr has not been able to prevent by reasonable measures are regarded as a force majeure event. In the event of legislation, directives or regulations being changed swiftly, or new legislation or directives being passed after the Software have been made available, preventing Zettr from fulfilling obligations under the TOS, in whole or in part, temporarily or indefinitely, this shall be considered a force majeure event. If a subcontractor extraordinarily increases its fees towards Zettr partially or fully due to a force majeure event, or if Zettr due to a force majeure event is required to switch to a subcontractor with increased fees to sustain Software delivery, Zettr reserves the right to adjust its fees towards the Customer accordingly and with notice as specified in 1.2.4.

5.4.5. The Customer acknowledges that the internet is an open system and that Zettr does not warrant or guarantee that third parties may not intercept or modify the Data. ==Zettr is not liable for such misuse, disclosure or loss.==

5.5. IPR Indemnification

5.5.1. Zettr shall defend the Customer against third party claims that their use of the Software under the TOS infringes the third party's patent, copyright or other IPR. The Customer shall immediately notify Zettr of such claims. Zettr shall indemnify the Customer for damages awarded to the third party for infringement under a court-approved settlement or ruling, including lawyer fees, if the Customer cooperates with Zettr and gives Zettr control of the legal process and settlement. Zettr may at its discretion (i) modify the Software so that it is not in conflict, (ii) replace it with a functionally equivalent, (iii) obtain a license for the Customer's continued use or (iv) terminate the Customer's right of use against a refund of Fees paid in advance for Subscription Periods exceeding the termination date. The Customer may not make any other claims due to infringement of third party's right.

5.5.2. The indemnity shall not apply to Customer use in breach of the TOS, including claims arising out of use, modification, integration or customisation not carried out by Zettr.

5.5.3. The Customer shall defend Zettr against claims or litigation where a third party claims that the Customer's Data, or use is in breach of the TOS, is in conflict or infringement with the third party's patent, copyright or IPR, or is in breach of applicable law. Zettr shall immediately notify the Customer of such claims. The Customer shall indemnify Zettr for damages imposed under a court-approved settlement or court ruling, including lawyer fees, provided that Zettr cooperates at the Customer's expense and gives the Customer control of the legal process and settlement. The Customer shall indemnify Zettr from claims, fines, and sanctions resulting from the Customer's breach of obligations related to processing of Personal Data.

5.6. Termination

5.6.1. The Customer may terminate individual Software for convenience according to the terms specified in the Order Confirmation. Terms may vary from Software to Software.

5.6.2. If a breach of the Customer's obligations under the TOS is confirmed or suspected on reasonable grounds, or if the Customer enters into bankruptcy or insolvency, or Customers commits or threatens Zettr to make unlawful or offensive actions, Zettr may suspend the Customer's access or restrict it to read-only, until the matter is resolved. Zettr gives prior notification and the Customer reasonable time to respond before restricting access, and reserves the right to terminate the right of use and the customer relationship if the Customer fails to remedy or correct its actions. Zettr may at its discretion terminate the right of use with immediate effect if the Customer is in material breach of the TOS.

5.6.3. Upon termination, or when Zettr's instructions of Processing the Personal Data expires, Zettr will delete the Personal Data from its systems, unless mandatory provisions of law require otherwise. In such an event, Zettr continues to maintain the security of the Personal Data as

set out in the TOS. Time to delete the Personal Data varies from Software to Software. After deleting the Personal Data, Zettr has no further obligations towards the Customer in regards to Customer Data.

5.6.4.   The Customer may request the return of Personal Data within 30 days following termination, or the data may be irrecoverably deleted. Return of Personal Data will be in a format, time and method of delivery determined by Zettr, and may vary from Software to Software. The Customer must contact Zettr, or their Partner, well in time before terminating to perform the return of the Personal Data. Zettr reserves the right to charge its standard rates for data return, in particular for Software that has functionality for data export by the Customer itself.

5.7.   Governing law and dispute resolution

5.7.1.   The Customer is contracting with the Zettr distributor from which the right of use for Software was Ordered, as evident from the Order Confirmation and invoice.

5.7.2.   The rights and obligations of the Parties shall be governed by the national law applicable to the Zettr distributor in 5.7.1, excluding conflict of law regulations. A dispute in connection with the TOS or use of the Software shall be attempted to be resolved through amicable negotiations, and the Customer agrees to take part in such, including on e-mail and verbal meetings/phone calls on Zettr's request. If amicable negotiations don't result in a mutually acceptable solution, the dispute may be referred to the courts of law at the registered address of Zettr as the exclusive venue.

5.7.3.   The Parties agree not to bring claims arising out of the TOS when more than one year has passed after its termination.

5.7.4.   In cases of doubt over interpretation between the TOS in English and any other language, English shall take precedence.

6. Change log

- No changes. This is the first version,