

# Roaring Group ABS - Business Agreement

This Agreement has on this day been concluded between Roaring Group AB ("Roaring"), company registration number 559067-2613, and the Customer, together referred to as "the Parties".

## 1. Background

### 1.1. About Roaring

Roaring enables customers to digitize and automate their customer processes. Roaring provides access to data and information about companies and persons through different delivery channels such as API:s (Integrations), Roaring Web (Search) and Webhooks (Monitoring).

Data provided in Roaring Services originates from tax authorities, company registries, statistical registries, credit information bureaus or other reliable sources. All data has very high credibility and accuracy.

### 1.2. Agreement and Appendices

This Agreement including Appendix A, Data Processing Agreement, and Appendix B, Service Level Agreement, sets forth under what conditions the Services is provided to the Customer and the terms and conditions for the Customer's use of the Services. In the event of conflict between this document and the appendices, this document will take precedence, unless otherwise specifically stated in an appendix.

The Agreement may also include additional appendixes depending on what services the Customer chooses to use. Notwithstanding the above this Agreement constitutes the entire agreement on all matters concerning the Customer's right to use the Services.

### 1.3. Legal ground for Roaring's services

Roaring's ability to provide Personal Data to customers is based on a publication certificate granted by the Swedish Press and Broadcasting Authority and is constitutionally protected by the Fundamental Law on Freedom of Expression (Yttrandefrihetsgrundlagen). The publication certificate makes our database, which provides our services with information, subject to constitutional protection. Our database is therefore not subject to the GDPR regulations.

## 2. Access Restrictions

The Customer is not allowed to access the Services if the Customer is considered a direct competitor to Roaring or for purposes of monitoring service availability, performance or functionality, or for any other benchmarking or competitive purposes.

## 3. Definitions

**Account Information:** information about the Customer that is provided to Roaring in connection with the creation or administration of the Customer's Roaring account. Account Information can include contact information, usernames, phone numbers, email addresses and billing information associated with the Customer's Roaring account.

**Agreement:** Business Agreement including Data Processing Agreement (Appendix A), Service Level Agreement (Appendix B) as well as any additional appendixes entered into between the Customer and Roaring.

**API:** means an application program interface.

**Contact person:** means the Customer's designated Contact person as registered on Roaring's webpage [app.roaring.io](http://app.roaring.io).

**Customer:** the person or company using Services made available from Roaring. Credits: Roaring transaction measurement currency, used to calculate cost of Services. GDPR Regulation (EU) 2016/679 (General Data Protection Regulation)

**Indirect Taxes:** applicable taxes and duties, including, without limitation, VAT, Service Tax, GST (the Goods & Services Tax), sales and transactions taxes, and other taxes. Party/Parties: the Customer and Roaring together.

**Personal Data:** any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, address, phone number, photos or any other way defined in GDPR.

**Roaring Sites:** sites ending with roaring.io.

**Sanctions lists:** the EU and UN sanctions list administered by the European Union or any of its Member States, the United Kingdom and any of the Member States of the European Economic Area (EEA).

**Sandbox:** a testing environment with fictive test items isolated from the production environment.

**Services:** each of the services made available by Roaring, including API:s (Integrations), Roaring Web (Search) and Webhooks (Monitoring) together with any similar products or services that Roaring may offer later on.

**Third-Party Data:** data from any third party made available to the Customer by Roaring on the Roaring Sites or in conjunction with the Services.

**Users:** the Customer's employees or personnel using Roaring's Services. Webhooks: a technical function that describes how customers' applications know when monitoring events happens.

## 4. Proprietary Rights

### 4.1. Rights

Roaring owns all rights, title, and interest in and to the Services, and all related technology and intellectual property rights. Subject to the terms of this Agreement, Roaring grants the Customer a non-exclusive, non-sublicensable and non-transferable right to do the following:

- a. access and use the Services solely in accordance with this Agreement; and
- b. use the content solely in connection with the Customer's permitted use of the Services.

### 4.2. Limitations

Without limiting any other provision of this Agreement, the Customer agrees that the Customer shall not (and shall not allow any third party, including without limitation the Customers Users, to), either directly or indirectly:

- a. disseminate, market, license, sublicense, sell, resell, lease, transfer, assign, distribute, timeshare, let, rent, give somebody the loan of, sub-authorize any element of the Services or otherwise make the Services available to any third party, including making the Services available through any method or any application hosting service, save as expressly permitted by this Agreement;
- b. modify, translate, reverse engineer, decrypt, decompile, decode, disassemble, or create derivative works based on the Services, undertake any benchmark trials using all or any part of the Services, or in any other way try to procure the human decipherable form of the Services, except to the extent expressly agreed upon in writing by the Parties or to the extent the foregoing restrictions are expressly prohibited by applicable laws;
- c. circumvent any user limits or other use restrictions that are built into the Services;
- d. breach, override or otherwise circumvent any authentication or security mechanisms;
- e. remove or obliterate any proprietary notices, ownership labels, classified legends or marks from the Services;
- f. engage in any actions with the Services that meddle with, disturb, destroy, or access in an unlawful way the server networks, connections, systems, records, or other assets or tools of Roaring or any related third party;
- g. transmit any worms, viruses, Trojan horses, self-destruct functions or similar disabling code or mechanism, or any other malware, disruptive or harmful software or data through Customer's access to, or use of, the Service;
- h. use the Services or any part thereof for any unlawful or fraudulent purpose or otherwise in any way not permitted by this Agreement; or
- i. access the Services in order to: (i) build a competitive product or service, or (ii) copy any ideas, features,

functions or graphics of the Services.

### **4.3. Ownership**

Roaring represents and warrants to the Customer that Roaring holds all the intellectual property necessary to provide the Services to the Customer, and that Roaring intellectual property will not infringe upon or violate any patent or copyright, misappropriate any trade secret, or violate any third party's other intellectual property rights.

The Customer is not entitled to claim ownership of any data or Services provided by Roaring. Any data delivered by Roaring is for the Customers internal use only.

The Customer ensures that the Customer will not include the Personal Data in any service or product that the Customer delivers or sells to a third party. The Customer shall not transfer, sublicense, distribute, commercially exploit or otherwise make available any data to a third party.

## **5. Disclaimers**

Roaring makes no representations or warranties, whether express, implied, statutory or otherwise regarding the Services data or the third party data, and disclaim all warranties, including any implied or express warranties of satisfactory quality or fitness for a particular purpose or that the Services or third party data will be complete, error free and up-to-date.

## **6. Customer Responsibilities**

### **6.1. General**

The Customer may access and use the Services in accordance with this Agreement. Both Parties will comply with the terms of this Agreement and all laws, rules and regulations applicable to the use or the provision of the Services.

### **6.2. Customer Account**

The Customer is responsible for all activities that occur under the Customer's account, regardless of whether the activities are authorized by the Customer or undertaken by the Customer, the Customer's employees or a third party (including the Customer's contractors, agents or others). The Customer is not entitled to use the Services or the Services content for products or services which are in breach of applicable laws and regulations.

### **6.3. Log-In Credentials and Account Keys**

Roaring log-in credentials and private keys generated by the Services are for the Customer's internal use only and the Customer is forbidden to sell or sublicense them to any other entity or person.

It is the Customer responsibility to keep track of who is using the authentication keys for the Services including the Customer's Users and to inform the Users of the commitment in accordance to the Agreement.

The Customer must provide true, accurate, current and complete information as requested during the account creation process.

### **6.4. Unauthorized use of account**

The Customer may only connect to the Services in the way set out in Roaring's instructions and the Customer is not entitled to use any technical means to gain unauthorized access to, disturb or deactivate the Services. This includes, but is not limited to, that the Customer undertakes not to introduce viruses, worms, Trojan horses or other forms of malware in the Services or on the website where the Services is provided.

### **6.5. Permission based data**

Some data in Roaring Services is permission based. The Customer needs to apply to the relevant authority and get

approval to be able to use such data. The Customer is responsible to acquire the applicable permissions. New permission based data may be added due to new markets, laws and regulations. The Customer is responsible for ensuring that the Customer has the right to use the permission based data. Permission based data is displayed in the Customer account.

## 6.6. Changes in ownership

The Customer shall inform Roaring of termination if ownership, control or management changes.

## 6.7. Users

The Customer is responsible for the use of the Services. The Customer will ensure that all Users are informed of the obligations under this Agreement when logging in and before using their account for the first time. If the Customer becomes aware of any violation of the obligations under this Agreement caused by a User, the Customer must notify Roaring about the violation.

# 7. Service levels and support

## 7.1. Service level

Roaring will service and support the Customer in accordance with the specifications stated in this Agreement and hold a high best practice standard. The service levels and service availability agreed between the Parties are stated in the Service Level Agreement, Appendix B.

## 7.2. Support

Support will be provided to the Customer through Roaring Help Center at [help.roaring.io](https://help.roaring.io) or via email to [customer@roaring.io](mailto:customer@roaring.io) or via Roaring's chat up to two (2) hours per month. The Customer support hours are calculated as each initiated support case will be counted as at least fifteen (15) minutes and in periods of fifteen (15) minutes. If additional support is needed, Roaring will charge the Customer 2 000 SEK per hour.

## 7.3. Sandbox environment

The Customer may test the Services in the Sandbox environment free of charge using provided test data. It is the Customer's responsibility to keep track of who is using the authentication keys for the Sandbox including the Customer's Users.

If the Customer accidentally happens to use the Production environment instead of using the Sandbox environment, the Customer will be charged in accordance with this Agreement.

# 8. Fees, Payment and Taxes

## 8.1. Service Fees

All use of Roaring's Services, for example API (Integrations) and Roaring Web (Search), are debited according to the ordinary price list, as described on Roaring's webpage [app.roaring.io](https://app.roaring.io). Roaring charges fees and costs monthly in relation to the number of used Credits. Invoices are in SEK unless otherwise agreed. The invoice shall be paid within twenty (20) days after the date of the invoice.

The pricing regarding any other Services Roaring may offer, not specified in the price list, for example Roaring's Webhooks (Monitoring), will be agreed upon separately.

## 8.2. Price changes

The Customer will be informed of any raised prices by an email registered in the Customer's account thirty (30) days in advance. The Customer acknowledges that Roaring may immediately make price changes due to increased prices

from public data sources or to comply with applicable laws or regulations.

Unless otherwise stated in the Agreement, Roaring may, after the initial term of the Agreement and henceforth, annually on the 1st of July each year, change the agreed fees in accordance with the changes in the Statistics Sweden's index: Labour Cost Index för tjänstemän (LCI tjm) preliminärt index, SNI 2007 kod J (Informations- och kommunikationsverksamhet).

### **8.3. Late Payments**

Roaring is entitled to charge the Customer interest at a rate of the Swedish Central Banks Repo Rate plus eight (8) percent on all late payments that are undisputed or settled by a court or authority.

### **8.4. Taxes**

Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.

All fees payable by the Customer are exclusive of Indirect Taxes. Roaring may charge and the Customer will pay applicable Indirect Taxes that Roaring is legally obligated or authorized to collect from the Customer. The Customer will provide such information to Roaring as reasonably required to determine whether Roaring is obligated to collect Indirect Taxes from the Customer.

## **9. Liability**

### **9.1. Roaring's liability**

Roaring strives to constantly improve the Services and welcomes the Customer to inform Roaring of any errors or defects in the Customer User experience by sending Roaring a message to [customer@roaring.io](mailto:customer@roaring.io). As further specified in this section "Liability" Roaring however has limited possibilities to correct errors or defects.

Under no circumstances shall Roaring or Roaring's data suppliers, partners and/or authorities be held liable to a Customer for any losses, damages, liabilities, claims, costs, actions or other expenses suffered or incurred as a result of the use or provision of the Services.

### **9.2. Customer acknowledgement**

The Customer acknowledges and agrees that Roaring or Roaring data suppliers, partners and authorities shall not be liable for any delay in delivery of or failure to supply the data or Services to the extent that any such delay or failure is due to an act or omission of the Customer or any third party provided always that Roaring shall make all reasonable efforts to supply the Services as soon as it is practicable, according to Appendix B, Roaring Service Level Agreement.

The Customer acknowledges, accepts and agrees that the data supplied by Roaring will represent or be based upon information provided by Roaring's data supplier partners and authorities whose accuracy, quality and completeness the suppliers cannot guarantee and therefore Roaring or Roaring's data supplier partners and authorities does not warrant that the data will be accurate, complete, updated or fit for any particular use and may be incorrect, contain errors or omissions or be out of date.

### **9.3. Indemnification**

The Customer undertakes to indemnify Roaring, Roaring's partners and employees against any claims from third parties pertaining to the Customers use of the Services in breach of this Agreement.

## **10. Limitation of Liability**

Roaring will not be liable for any loss or damage arising from unauthorized use of the Customer's account.

The Customer is aware and accepts that Roaring and Roaring data suppliers and authorities are not liable for any indirect damage which the Customer may suffer due to its use of, respectively its inability to use the Services. In this Agreement, indirect damage shall be interpreted to mean for example loss of profit, loss of use of the products or services, reimbursement for the use of a replacing service, loss of data, costs for troubleshooting, loss of goodwill and damage due to viruses and other security related issues.

Unless otherwise agreed a Party's right to compensation from the defaulting Party for a breach of this Agreement is limited to compensation for direct loss or damage, and thus not for indirect loss, such as loss of profit or other consequential loss or damage.

Roaring's maximum aggregate liability for any direct damage or loss under or in connection with this Agreement shall be limited to the lower of (i) 50 % of the aggregate fees paid, payable or required to be paid, to Roaring during the preceding twelve (12) calendar months immediately preceding the cause of action or (ii) one (1) million SEK.

However, the limitation of liability does not cover liability for loss or damage arising out of or relating to: (i) gross negligence, fraud or wilful misconduct of a Party; (ii) a Party's breach of any obligation regarding proprietary rights and/or intellectual property rights, (iii) confidentiality, (iv) personal data, (v), fines or other regulatory sanctions or (vi) any claims under section "Indemnification".

## 11. Changes

### 11.1. General

Roaring reserves the right to, at any time, amend, add or remove parts of these terms and conditions. Changes may for example be made to comply with applicable law or government regulations, address security risks or handle subcontractors.

By continuing to use the Services after a change has been executed, the Customer confirms and accepts the change. If the Customer does not accept the change, the Customer may terminate the Agreement according to section 14.

### 11.2. Changes to the Services

The Customer acknowledges that changes to the Services may be necessary or required during the term of the Agreement. The updates and changes can for example be required to comply with applicable law, address a material security risk, correct errors in services or manage a Third-Party Data provider discontinuing or altering data delivery.

Any changes or new releases to the Services will be presented in Roaring's changelog (<https://app.roaring.io/changelog>) and it is the Customer's responsibility to regularly review any updates and amendments by subscribing to the relevant messages that Roaring sends out to each User.

Roaring API Lifecycle Policy (<https://help.roaring.io/roaring-api-lifecycle-policy>) describes the lifecycle of our API (Integrations) services.

## 12. Processing of Personal Data

### 12.1. Data Privacy

Roaring will provide the Customer with Personal Data regarding their customers. Such Personal Data is provided under Roaring's publication certificate (utgivningsbevis för databas) granted by the Swedish Press and Broadcasting Authority (Myndigheten för press, radio och tv) and is constitutionally protected by the Fundamental Law on Freedom of Expression (Yttrandefrihetsgrundlagen). Roaring processes the Customer's Personal data in accordance with Roaring's Privacy Policy. The Privacy Policy is available on [roaring.io/privacy-policy](https://roaring.io/privacy-policy).

Each Party is individually responsible for ensuring that their processing of Personal data is carried out in accordance with the applicable data protection regulations, at the time of entering into the Agreement, Regulation (EU) 2016/679

("Applicable Data Protection Regulations"). The Customer shall ensure that all employees, consultants and other persons that the Customer is responsible for and who deal with Included Personal Information, have undertaken to observe confidentiality or are subject to an appropriate statutory duty of confidentiality.

Further regulations regarding processing of Personal data can be found in Appendix A, Data Processing Agreement.

## 12.2. Customer responsibility

To use Roaring's Services, the Customer will be asked to create an account. As part of the account creation process, the Customer will be asked to provide its company information and some personal information, for example contact name and email address. When registering an account, the Customer must provide true, accurate, current and complete information about itself as requested during the account creation process. The Customer is responsible to keep contact information to the Contact person updated.

The Customer is solely responsible for all use of Roaring's Services under the Customer's account, including the quality and integrity of the Customer data and each of the Customer's applications. The Customer is also solely responsible for all use and for all acts and omissions of anyone that has access to the Customer's account. The Customer agrees to take all reasonable precautions to prevent unauthorized access to or use of Roaring's Services and will notify Roaring promptly of any unauthorized access or use.

## 12.3. Data processing and storage

All processing or storage of Customer data that is done by Roaring is placed on secure servers, within the borders of the EU. Roaring only stores Account information for the time it is necessary for the purpose of processing Personal data, which is for as long as the Customer relationship continues and one (1) year thereafter and/or longer when required by law. Customer usage logs are stored for the purpose of support and evidence in an investigation, or otherwise required by law.

# 13. Temporary Suspension

## 13.1. General

Roaring may suspend the Customer's right to access or use any portion or all of the Services immediately upon notice to the Customer if Roaring suspects that:

- a. the Customer's use of the Services
  - i. poses a security risk to the Services or any third party,
  - ii. could adversely impact Roaring systems, the Services or the systems or Services of any other Roaring customer,
  - iii. could be fraudulent;
- b. the Customer is in material breach of this Agreement and has failed to cure it in accordance with the regulations in this Agreement;
- c. the Customer is in material breach of the payment obligations and have failed to cure within ten(10) days of receiving a reminder; or
- d. the Customer has made an assignment for the benefit of creditors or similar disposition of assets, or become subject to bankruptcy, reorganization, liquidation, dissolution or similar proceedings.

## 13.2. Effect of Suspension

If Roaring rightfully suspends the Customer's right to access or use any portion or all of the Services the Customer remains responsible for all fees and charges the Customer incur during the period of suspension and the Customer will not be entitled to any Service Credits under the Service Level Agreement, Appendix B, for any period of suspension.

An unjustified suspension of the Customer's access to the Service shall result in the deduction for all costs during the period of suspension.

## 14. Term and Termination

### 14.1. Term of Agreement

This Agreement, and the Customer's right to use the Services, enters into force when the Customer accepts this Agreement, and remains in force until terminated in accordance with this section.

### 14.2. Termination without cause

Both Parties has the right to terminate this Agreement by sending a written termination, to Roaring at [customer@roaring.io](mailto:customer@roaring.io) or to the relevant Customer Contact person. The Agreement will then be terminated earliest at the end of the current billing period as stated on the Customer's invoice or as otherwise agreed.

### 14.3. Termination with cause

Roaring reserves the right to immediately terminate this Agreement and to discontinue the Customer's use of the Services if

- a. the Customer uses the Services in breach of the provisions set out herein.
- b. the Customer enters into liquidation, enters into composition proceedings with its creditors, becomes insolvent, or if a petition of bankruptcy or other insolvency proceedings are filed by or against the Customer.
- b. Roaring considers it likely that the Customer must be deemed a participant in, or otherwise has collaborated in, criminal activity or in any way, supports terrorism, promotes money laundering or, in violation of the law, conducts business with persons with individuals or entities on the Sanctions lists.
- c. the ownership, control or management of the Customer changes, directly or indirectly and the new owner is a competitor of Roaring or the change otherwise means that the Customer violates its commitments in this agreement.

### 14.4. Effect of termination

The Customer rights under the Agreement are immediately terminated upon termination. The Customer is responsible for payment of any outstanding debt to Roaring and for any fees and charges incurred during the post-termination period.

## 15. Miscellaneous

### 15.1. Transfer of rights

The Customer is not entitled to transfer its rights and obligations under this Agreement to a third party. Roaring reserves the right to, after notice to the Customer, assign the Agreement to any of Roaring's group companies or to a third party which acquires Roaring's business, in part or in its entirety.

### 15.2. Independent Contractors

Roaring and the Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both Parties reserve the right to

- a. develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party, and
- b. to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

### 15.3. Notices

Either Party may provide any notice under this Agreement by sending a message by email. Notices to the Customer will be sent to the email address to the designated Contact person. Notices to Roaring will be sent to [customer@roaring.io](mailto:customer@roaring.io). Notices will be effective the next weekday after the email has been sent and no error message or similar has been received. It is the responsibility of each Party to keep email addresses up to date.

## 16. Confidential Information

Under this Agreement either Party may be given access to information (hard copy, verbal and/or electronic form) that relates to the other Party's past, present and future research, development, business activities, finances, products, services and/or technical knowledge ("Confidential Information"). In addition, the content of this Agreement shall be considered Confidential Information.

Each Party (the "Receiving Party") shall keep confidential any Confidential Information received from the other Party (the "Disclosing Party") under or in connection with this Agreement and shall not disclose such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party may only use the Confidential Information for the purposes of this Agreement.

Save as may follow from statutory obligations of confidentiality, the foregoing shall not apply to any information disclosed by the Disclosing Party that:

- i. is in the public domain at the time of disclosure or later enters into the public domain through no fault of the Receiving Party;
- ii. is received by the Receiving Party from a third party who is under no obligation as to confidentiality with respect thereto;
- iii. is known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation as to confidentiality;
- iv. is independently developed by the Receiving Party;
- v. is expressly authorized to be disclosed by the Disclosing Party in writing; or
- vi. is required by law to be disclosed by the Receiving Party or in accordance with the requirement of any regulatory or supervisory authority to which the Party is subject to (in which case the Receiving Party shall use reasonable endeavors to notify the Disclosing Party in advance of such disclosure).

The Customer is not entitled to use Roaring's company name, trademark or logotype in advertising or marketing contexts, without having obtained Roaring's prior written consent.

The obligation to maintain confidentiality shall continue to exist for a period of five (5) years after termination of this Agreement.

## 17. Force Majeure

A Party prevented from fulfilling its obligations duly and timely because of a Force Majeure event shall promptly inform the other Party specifying the cause and how it may affect its performance, including a good faith best estimate of the likely scope and duration of interference with its obligations, and shall make best efforts to terminate or avoid the circumstances as soon as practicable. The Parties shall consult with each other in order to minimize all damages, costs and possible other negative effects.

For the purpose of this Section, Force Majeure means unforeseeable and unavoidable circumstances entirely beyond the control of the Party concerned, for example government action, war, labor market controversies, altered legislation, disruption of public transport, fire, disruptions in the supply, production or transport chain, exchange rate fluctuations, flood, natural disaster or disaster of overwhelming proportions.

The Party other than the Party prevented by a Force Majeure event shall be released from performing the part of its obligations that are prevented due to the Force Majeure event for the duration of the Force Majeure event. Furthermore, if an event of Force Majeure continues for more than 30 days, the Party not prevented from performing

its obligations shall be entitled to terminate this Agreement or the part of the Agreement impacted with immediate effect and without liability to either Party. Upon remediation of the Force Majeure event, the Party prevented by the Force Majeure shall promptly resume performance in all parts that have not been terminated.

## 18. Governing law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled in the ordinary courts of Sweden with Stockholm District Court as first instance.