MASTER SERVICE AGREEMENT

1. INTRODUCTION

1.1. Binding Agreement. The Customer agrees to be bound by this Agreement and comply with the terms and conditions set out herein by (a) indicating its acceptance on the Site or (b) executing an Order Form incorporating this Agreement.

1.2. Enterprise Customers. This Agreement will supersede any subsequent acceptance of Twyg's terms and conditions on the Site if the Customer has signed an Order Form specifying that the Customer qualifies as an enterprise customer.

2. PROVISION OF THE SERVICES

2.1. Provision of Services. Twyg will make the Services available to the Customer in accordance with this Agreement, provided the Customer and its Users use the Services in accordance with this Agreement.

2.2. Service Level Agreement. Twyg's standard SLA (basic support) shall apply unless the Customer has purchased an upgraded level in an Order Form, in which case that upgraded level shall apply.

2.3. Employees and Subcontractors. Twyg is responsible for the performance of all its employees, consultants and subcontractors and their compliance with this Agreement. Applicable Laws, Licenses and Authorizations. Twyg shall ensure that (a) it complies with applicable laws in its provision of the Services and (b) that it holds all relevant licenses and authorizations under applicable laws to provide the services

3. USE OF THE SERVICES

3.1. Use of the Services. Customer and Users shall use the Services only in accordance with this Agreement, the Order Forms (if any) and the Acceptable Use Policy.

3.2. Usage Limitations. The Services may be subject to specific usage limitations as specified in an Order Form, or the Restricted Businesses Policy.

3.3. Users. Customer is responsible for the performance of all Users and their compliance with this Agreement.

3.4. Security. Customer shall implement adequate safeguards to prevent unauthorized access or use of the Services or the Account.

3.5. Content. Customer shall not access, store, distribute or transmit any material during its use of the Services that is unlawful (including unauthorized penetration testing and similar) or in a manner that is otherwise illegal or causes damage or injury to any person or property.

3.6. Service Restrictions. Without prejudice to Section 5 (Authorized Affiliates), the Customer will not allow or enable anyone to sell, rent, lease, license, distribute, publish or publicly display, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit,

disassemble, reverse engineer all or any portion of the Services.

3.7. Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer's Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's Account or the Equipment with or without Customer's knowledge or consent.

4. FREE AND TRIAL SERVICES

4.1. Services (a) that are not subject to an Order Form and for which fees are not paid (e.g., Free Services) and (b), Services that are designated as "Trial" (e.g., Trial Services) are provided by Twyg "as-is" without any warranties of any kind and Twyg and its Affiliates shall have no indemnification obligations or liability of any type with respect to those Services. If such exclusion of liability is not enforceable under applicable law, then Twyg and Twyg's Affiliates' aggregate liability shall be limited to EUR 1,000

5. AUTHORIZED AFFILIATES

5.1.Authorized Affiliates. The Customer may allow Authorized Affiliates to use and benefit from the Services if so provided for in an Order Form.

6. PROFESSIONAL SERVICES

6.1. Professional services. Customer may order Professional Services from Twyg by signing a Statement of Work. Each applicable Statement of Work shall specify the Professional Services to be provided and may include, as relevant, any fees, milestones or other applicable terms and conditions.

7. DATA PRIVACY AND SECURITY

7.1. Technical and organizational safeguards. Twyg implements technical and organizational measures as described in the Privacy and Security Documentation to ensure an appropriate level of security with respect to the Services and Customer Data.

7.2. Privacy and Security Documentation. Twyg may modify the Privacy and Security Documentation from time to time but undertakes not to reduce the overall level of protection.

7.3. Customer Data. Customer is the data controller for any processing of personal data in Customer Data and Twyg will process such data as a data processor.

7.4. Twyg Data. Twyg is the data controller for any processing of personal data in Twyg Data.

7.5. Data Processing Addendum. The Data Processing Addendum shall govern any processing of Customer Data by Twyg.

7.6. Privacy Policy. The processing of Twyg Data and Account Data by Twyg is subject to Twyg's Privacy Policy.

7.7. Aggregated Data. Notwithstanding anything to the contrary, Twyg shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), provided that the data does not include any Personal Data (as defined in the [Data Processing Addendum](#)), and Twyg will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

8. DATA REGION

8.1. Data Region. Customer Data shall be stored in the Data Region, except with the Customer's consent.

8.2. Account Data. Twyg shall always be entitled to process and store Account Data in the EEA irrespective of the selected Data Region.

9. CONFIDENTIALITY

9.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party "Disclosing Party" to the other Party "Receiving Party", whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information about Customer includes Customer Data; Confidential Information of Twyg includes Twyg Data and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. The Receiving Party will (a) use a Disclosing Party's Confidential Information only for purposes consistent with the purpose of this Agreement and (b) use reasonable care (but in no case no less protective than what the Receiving Party implements for its own Confidential Information) to limit access to Confidential Information to the Receiving Party's and its Affiliates' employees, agents and contractors who have signed confidentiality undertakings providing a similar level of protection as provided in this Agreement or are bound by professional secrecy, unless otherwise authorized by the Disclosing Party in writing.

9.3. Compelled Disclosure.
Notwithstanding any provision to the contrary in this Agreement, a Party may disclose Confidential Information as required by applicable laws or by any applicable stock exchange regulations. Unless prevented by any applicable laws, the Recipient shall give the Discloser Notice prior to any such disclosure to enable the Discloser to seek an appropriate protective order or other remedy. The Recipient shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Reservation of rights. Subject to the limited rights expressly granted hereunder, Twyg reserves all right, title and interest in the Services. No rights are granted to Customer hereunder other than as expressly set in this Agreement.

10.2. License to Services. Subject to the terms of this Agreement, Twyg grants to the Customer a limited, revocable, non-exclusive, non-sublicensable and non transferable license to access and use the Services.

10.3 License to Customer Data. Customer grants to Twyg a worldwide, time-limited, non-transferable and revocable license to access and use Customer Data to provide the Services.

10.4. Future changes. Any changes to the Services will be owned by Twyg, regardless of who initiated and/or paid for those changes.

10.5. Indemnification by Twyg. Twyg warrants that the use of the Services will not infringe any third-party intellectual property rights and Twyg agrees to indemnify and hold the Customer harmless from any claims, demands, actions, proceedings and losses finally awarded against Customer, or for amounts paid by Customer under a settlement approved by Twyg in writing, as a result of a breach of the Agreement this warranty, unless the infringement is caused by the use of the Services in violation of the Agreement.

10.6. Indemnification by Customer.
Customer will defend Twyg against any claim, demand, suit or proceeding made or brought against Twyg or its Affiliates by a third party (a) alleging that any Customer Data, or Customer's use of Customer Data with the Services infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Services in an unlawful manner or in violation of the Agreement, or Order Form. Customer will indemnify Twyg from any damages, attorney fees and costs finally awarded against Twyg as a result of, or for any amounts paid by Twyg under a settlement approved by Customer in writing of, a claim against Twyg.

10.7. Feedback. If Customer elects to provide suggestions on how the Services or Twyg's, or its Affiliate's, operations can be improved ("Feedback"), then Twyg and its Affiliates will be entitled to use the

Feedback without restriction. Customer hereby irrevocably assigns to Twyg all right, title, and interest in and to the Feedback.

11. FEES AND PAYMENT

11.1. Services Fees. The Customer shall pay all applicable fees and charges for the Services as set out in an Order Form or, if an Order Form is not signed, as set out in the price list on the Site. For avoidance of doubt, fees and charges set out in an Order Form shall take precedence over fees or changes stated on the Site.

11.2. Payment. Unless otherwise agreed in an Order Form, the service fees (a) shall be paid monthly in arrears in accordance with the instructions set out on the invoice (b) are due for payment thirty (30) days after the invoice date.

11.3. Disputes. Any amounts disputed by the Customer shall be communicated in a Notice to Twyg, which shall include information about the basis for the dispute. The Parties shall meet within thirty (30) days to discuss the disputed amounts in order to reach an understanding (an electronic meeting shall suffice). If the dispute is not resolved within thirty (30) days, then Twyg shall be entitled to (a) close, suspend, or limit access to the Customer's Account and/or the Services and/or (b) terminate the Agreement in accordance with Clause 15.3.

11.4. Interest Rate. Twyg shall be entitled to interest at a yearly rate of ten (10) per cent (or the highest rate permitted by law, if less), compounded monthly, on all due but unpaid amounts until such amounts, including accrued interest, are received by Twyg.

11.5. Taxes. Service fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its use of the Services. If Twyg has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Twyg will invoice Customer and Customer will pay that amount unless Customer provides Twyg with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Twyg is solely responsible for taxes assessable against it based on its income, property and employees.

11.6. Miscellaneous. All amounts payable under this Agreement shall be paid to Twyg without setoff or counterclaim and without deduction or withholding.

12. DISCLAIMERS

12.1. External data. The Services depend on access to external data from third-party software (e.g. Chat and Ticketing software) and/or directly from the Customer. Twyg cannot guarantee the availability or quality of external data and assumes no responsibility for any issue outside of Twyg's control relating to such data (such as the availability of third-party software providers).

12.2. No implied warranties. Twyg shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Twyg or by third-party providers, or because of other causes beyond Twyg's reasonable control, but Twyg shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Twyg does not warrant that the services will be uninterrupted or error free. Nor does it make any warranty as to the results that may be obtained from the use of the services. Except as expressly provided in this Agreement, the Services are provided "AS IS" and neither party makes any warranty of any kind, whether expressed, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or noninfringement, to the maximum extent permitted by applicable law.

12.3. Limitations and risks of Machine Learnings

The product produces and displays Artificial Intelligence (AI) generated content and the User should be aware of the limitations and risks associated with an open-ended machine learning algorithm. Twyg uses third party machine learning technology to deliver its services:

Known risks with using an open-ended machine learning algorithm includes but are not limited to: i) Machine learning components can only be expected to provide reasonable outputs when given inputs similar to the ones present in the training data. Even if an ML system is considered safe when operated under conditions similar to training data, human operators can provide unfamiliar inputs that put the system into an unsafe state, and it is often not obvious to an operator what inputs will or won't lead to unsafe behavior ii) Machine learning components are biased. ML components reflect the values and biases present in the training data, as well as those of their developers. Systems using ML components—especially systems that interact with people in open-ended ways—can perpetuate or amplify those values. iii) Safety is a moving target for ML systems. The safety characteristics of ML systems change every time the ML components are updated, for example if they are retrained with new data, or if new components are trained from scratch with novel architectures.

Twyg cannot guarantee full safety and/or unbiased results and the User is requested to report any offensive, biased or similarly harmful machine learning generated results directly to the Twyg. Twyg will take appropriate action to remove any harmful content and provide feedback to relevant service providers.

13. LIABILITY

13.1. Damages Cap. Without prejudice to payment obligations under Section 11 (Fees

and Payment), the aggregate liability of each Party together with all their respective Affiliates shall not exceed the amounts paid by Customer for Services rendered during the 12 months before the liability arose.

13.2. Type of damages. Neither Party shall be liable under this Agreement for any (a) indirect, incidental, special, consequential or exemplary damages, (b) the value of lost, corrupted or inaccurate data, loss of profits, revenues, customers, opportunities, or goodwill, or cost of procurement of substitute goods (c) unavailability of the Services (this does not limit any service credits that may be available under an applicable SLA), (d) for matter beyond the Party's reasonable control.

13.3. Claims. Neither Party shall be liable to compensate the other Party under this Agreement unless the claim, describing in reasonable detail the nature of the claim and the calculation of the amount claimed is made as a Notice no later than six (6) calendar months from the date when the aggrieved Party became aware of the facts or circumstances giving rise to the claim.

14. SUSPENSION

14.1. Suspension. Twyg reserves the right to close, suspend, or limit access (in whole or in part) to the Customer's Account and/or the Services if Twyg reasonably believes Customer is in breach of the Agreement. For avoidance of doubt, Customer will not be entitled to service credits under any applicable SLA during the suspension.

14.2. Restoring access. Twyg will use commercially reasonable efforts to restore Customer's access to the suspended Account or Services promptly after Customer has resolved the problem giving rise to the suspension.

15. TERM AND TERMINATION

15.1. Term of Agreement. This Agreement shall remain in force until the later of (i) 30 days after either Party gives Notice of termination of this Agreement, and (ii) the date when all Order Forms have expired or been terminated (if one or more Order Forms have been signed by Customer).

15.2. Term of Order Forms. Unless otherwise specified in an Order Form, each Order Form shall have an initial term of one year after the Commencement Date, after which it will automatically renew and continue until terminated. If a Party does not want to renew the Order Form or wants to terminate the Order Form after the initial term, then it must provide the other Party a Notice to this effect at least one (1) month prior to the renewal or termination.

15.3. Termination for Cause. Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of Notice.

15.4. Survival. Clauses 4 (Free and Trial Services), 9 (Confidentiality), 10 (Intellectual Property Rights), 11 (Fees and Payment), 13 (Liability), 18 (Miscellaneous) will continue to survive the termination of the Agreement.

15.5. Post-Termination Return and Deletion. Twyg provides technical controls in the Services for 30 days after the termination or expiry of the Agreement which Customer can use to retrieve or delete Customer Data. Twyg will delete all Customer Data after the termination of the Agreement in accordance with the [Privacy and Security Documentation](#), unless otherwise required by applicable laws.

16. NOTICES

16.1. Manner of Giving Notice. The Parties may provide Notice by registered mail or via email.

16.2. Addresses. The Parties may provide Notice to the other Party's registered corporate address or to the addresses designated in an Order Form. If providing Notice via email, Customer can provide Notice to legal@twyg.io and Twyg may provide Notice to any email address associated with the Customer's administrative user in the Account.

16.3. Timing. Notices shall become effective upon receipt, but no later than two (2) business days after mailing, or in the case of email, on the day of sending the email.

17. PUBLICATION

17.1. Publication Unless otherwise agreed, all press releases, public announcements and public relations activities by the Parties regarding this Agreement shall be agreed and approved by both Parties in advance of such release, announcement or public relations activity, unless otherwise required by applicable securities exchange regulations or the regulations of another recognized marketplace.

18. MISCELLANEOUS

18.1. Entire agreement. This Agreement constitutes the entire agreement between the Parties on the subject matter of this Agreement and supersedes any previous written or oral agreement between the Parties in relation to the subject matter dealt with herein. Changes or amendments to this Agreement shall, to be valid, be agreed upon in writing and signed by authorized signatories of both Parties. Order of precedence. In the event of any conflict, the following order of precedence shall apply: (1) Order Forms (including schedules), (2) addendums and (3), this Master Service Agreement.

18.2. Waiver. No delay or failure on the part or a Party to exercise any right, power or remedy in respect of this Agreement shall constitute a waiver thereof, and no waiver under this Agreement shall be effective unless in writing, expressly identified as a waiver to this Agreement and duly signed by authorized representatives of the Party waiving its rights.

18.3. Enforceability. If any term or provision in this Agreement should be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall to that extent be deemed not to form a part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected, provided that the remaining terms of the Agreement shall be reasonably

adjusted to redress any imbalance caused by such unenforceability.

18.4. Language. All communication under this Agreement shall be made in English and the English version will control should any communication be made in dual language.

18.5. Assignment. Neither Party may assign any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party (which shall not be unreasonably withheld).

19. GOVERNING LAW AND JURISDICTION

19.1. Governing Law and Jurisdiction. Any dispute or lawsuit arising out of or in connection with this Agreement shall, without regard to choice or conflicts of law rules, be governed by the laws of, and be under the exclusive jurisdiction of the courts in, the country indicated below.

If Customer is domiciled in:	Governing law is:	Courts with exclusive jurisdiction are:
Any country or territory	Sweden	Stockholm, Sweden

20. DEFINITIONS

Capitalized terms in this Agreement shall have the following meaning:

"Account" means the Customer's account in the Services.

"Account Data" means data associated with the Account and Account's Users, including user data, administrative and billing details and usage data to the extent necessary to determine billing;

"Affiliates" means any entity that directly or indirectly controls, is controlled by or is under common control with that entity;

"Agreement" means this Master Service Agreement (including any addendums), the SLA and Order Forms;

"Aggregated Data" means the data referred to in Clause 7.7;

"Authorized Affiliate" means an Affiliate of the Customer that is authorized to use and benefit from the Services as indicated in an Order Form. For avoidance of doubt, an Authorized Affiliate is not party to this Agreement;

"Customer" means the legal entity entering into this Agreement;

"Commencement Date" means the date the provision of Services commences as defined in an Order Form;

"Customer Data" means data provisioned by or for Customer to the Services, excluding Twyg Data;

"Data Region" means EU/EES, and the UK unless otherwise specified in an Order Form;

"Equipment" means any equipment and ancillary services needed by the Customer to

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connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, and the like.

"Feedback" means all suggested improvements to the Services or otherwise to Twyg's or Twyg's Affiliates' operations;

"Notice" means a notice sent in accordance with the provisions in Section 16 (Notices);

"Order Form" means an ordering document specifying the Services to be provided hereunder;

"Party" means the Customer or Twyg individually, and

"Parties" refers to the Customer and Twyg jointly;

"Privacy and Security Documentation" means the [Privacy and Security Documentation](#) available on the Site (as updated from time to time);

 "Products" means the products specified in the Order Form (if any) or as otherwise made available in the Services;

"Professional Services" means professional services outside what is included In the Services, such as implementation services, training, customization and change management.

"SLA" means the service levels set out in the applicable Service Level Agreement.

"Services" means the provision of products and services to Customer that are ordered under an Order Form or on the Site, excluding Professional Services;

"Subcontractor Documentation" means the list of subcontractors and subprocessors available on the Site (as updated from time to time);

"Site" means https://www.twyg.io and its subdomains;

"Twyg" means the entity designated in an Order Form or, if not designated, Twyg AB, corporate registration number 559370-5097, a company duly incorporated and organized under the laws of Sweden, having its registered address at Grevgatan 25A, 114 53 Stockholm, Sweden;

"Twyg Data" means the (a) Account Data, (b) data processed or generated by Twyg outside the Services;

"Twyg Policies" means the [Acceptable Use Policy](#) and the [Restricted Business Policy](#) as made available on the Site (as updated from time to time);

"Users" means individuals who are authorized by the Customer to use the Service on its behalf, such as employees, consultants, contractors as well as Authorized Affiliates.