

IGNITE SWEDEN TERMS OF SERVICE

Version 2.0 dated 1 October 2024

These terms of service (“**Terms of Service**”) govern the Services (as defined below).

By accepting these Terms of Service, an agreement is entered into by

- (i) the entity named when creating a company profile for the Services (the “**Company**”) and
- (ii) Ignt SWE AB, company registration number 559492-2964 (“**Ignite**”) and
- (iii) Ignite’s parent company SISP Service and Development AB, company registration number 556858-1838 (“**SISP**”) for the provision of the Services.

Ignite is responsible for the provision of the Services under these Terms of Service. However, SISP may support Ignite with resources to provide the Services from time to time. Where relevant and applicable, “Ignite” shall, in these Terms of Service include SISP and SISP shall have the same rights and obligations as stated in these Terms of Service as Ignite. However, Ignite is the party that is ultimately responsible under these Terms of Service.

Ignite and the Company are each referred to as a “**Party**” and collectively as the “**Parties**”. A “**Company**” may be a corporation, start-up, incubator, start-up hub, public sector entity, consultant, project partner or long-term partner. Each Company which grants individual users access to the Services (as defined below) shall ensure that such individual users comply with these Terms of Service.

By creating a company user account on the Platform (as defined below), the Company accepts these Terms of Service.

By accepting these Terms of Service, the person performing such action warrants that he/she is entitled to represent the Company and to accept these Terms of Service on its behalf.

1. THE SERVICES

1.1 Description of the Services

Ignite provides a program named Ignite Sweden that enables start-ups and established companies to do business where Ignite provides the platform Ignite Magic (the “**Platform**”), coaching sessions, arrange match days, events and workshops, (the “**Services**”). Through the Platform entities may connect and keep track of their collaborations. Incubators and other stakeholders can monitor the progress of their respective start-ups and, together with affiliated companies and academic researchers, create and send out relevant surveys and offers, and conduct analysis based on the available data in the Platform to improve the overall start-up ecosystem. The start-up data that is generic and/or publicly available and non-confidential can, subject to applicable law, be published by Ignite or its affiliated partners, for the purposes of giving the start-ups more visibility to relevant stakeholders.

Every authorized user of the Platform (including the Company) is, in these Terms of Service, referred to as a “**User**”.

1.2 Additional Terms and Conditions

Depending on the type of Services provided, additional terms and conditions may apply, and in case of any inconsistencies between these Terms of Service and such additional terms, the additional terms shall take precedence.

1.3 Subcontractors

Ignite may without the Company's prior written consent appoint a subcontractor, agent or representative ("**Subcontractor**") for the provision of the Services.

Should a Subcontractor, agent or other representative be appointed, Ignite shall ensure that the provisions of these Terms of Service are fully complied with by the Subcontractor

2. INTELLECUAL PROPERTY AND MARKETING

The Company understands and accepts that content posted on the Platform may belong to third parties, and that Ignite has limited ability to control such content. The Company subsequently understands and accepts that Ignite cannot be held liable for such content supplied by third parties and presented or made available within the scope of the Services.

The Company may not use the Platform to distribute viruses, trojans or similar programs. Ignite does not allow automatic reading of the Platform.

All intellectual property rights that are a part of the Services, belong to or are disposed of with license by Ignite. Except what is expressly set forth herein, nothing in these Terms of Service shall be interpreted as a transfer of any intellectual property rights of either Party.

Unless otherwise has been agreed, the Parties shall be entitled to use each other's trademarks in the form provided by a Party to the other Party or as otherwise agreed between the Parties for the purpose of providing the Services and marketing of the respective Parties and their offering.

The use of the other Party's trademarks shall be subject to reasonable instructions from time to time by the trademark owner and the trademarks shall not be used in a manner which reasonably could be harmful to the trademark owner. Each Party warrants that it is entitled to grant the license provided hereunder to the other Party.

Intellectual property rights in User-generated Material (as defined below) are regulated under the headline "Use of the Platform".

3. USERNAME AND PASSWORD

For the Company to use the Platform and take part of the Services, a user account will have to be created on the Platform ("**User Account**").

Instructions on how to create a User Account and how to authorize additional Users, are set forth on the Platform. The Company shall ensure that its authorized Users abide by these Terms of Service.

When a new User Account is created, the username and password which the User chooses must not be: harmful, abusive, racially or ethnically offensive, sexually explicit, defamatory, infringing any intellectual property right or invasive of personal privacy rights.

Ignite has the right to change Users' username if they, in Ignite's opinion, violate these Terms of Service.

Each User Account is personal, and Users are not allowed to transfer their accounts to any third party or allow a third party to use the Platform through their User Accounts. Each User is responsible for protecting its login information from access by unauthorized persons. If the Company has reason to believe that any third party has gained access to its authorized Users' User Account, the Company must immediately inform Ignite. Ignite has the right, but not the obligation, to suspend access to Users' User Accounts if Ignite has reason to believe that any third party has gained unlawful access to the account.

Please note that if a User Account is left inactive during a period of 90 consecutive days, Ignite has the right to make the account "invisible", meaning that all account information is saved, but the account is de-activated and needs to be activated for the User to be able to use it again. Additionally, if a User Account is left inactive during a period of 365 consecutive days, Ignite has the right to cancel the User Account permanently.

4. USE OF THE PLATFORM

4.1 Purpose

The Company may only use the Platform for its intended purpose, as described above.

4.2 User-generated Material

Users may upload content such as written comments, documents, messages and photos ("**User-generated Material**") to the Platform.

The Company agrees and warrants that the Company will not distribute or upload any User-generated Material to the Platform which:

- a. is false, misleading, untruthful or inaccurate,
- b. promotes or encourages illegal activity,
- c. is racially or ethnically offensive and/or constitutes agitation against a minority (such as a national or ethnic group),
- d. constitutes defamation, contains pornography or is in any other way sexually explicit,
- e. attacks sexual orientation or religion or is discriminating in any other way, constitute insult or persecution of a person,
- f. is in any way harmful, abusive, offensive or illegal or which infringes the rights of any third party (such as including but not limited to copyright and trade marks),
- g. is not compliant with applicable law, or
- h. otherwise contradicts the Services' intended purposes.

With regard to User-generated Material, Ignite will not tolerate any message Ignite considers inappropriate, illegal or unethical. Ignite has a statutory duty to monitor the User-generated Material that is made available in the Platform and to, under certain conditions, remove User-generated Material from the Platform.

Ignite reserves the right to, at Ignite's sole discretion, remove User-generated Material that Ignite deems inconsistent with these Terms of Service or as Ignite in any other way considers unfair, unethical or illegal and that may be harmful to Ignite or the Users. Ignite encourages all Users that encounter any User-generated Material that such User believes infringes these Terms of Service, or receive messages from other Users that are abusive or inappropriate in any way, or if a User have any other reason to believe that the Platform is used for illegal

purposes or for purposes that are not in accordance with these Terms of Service, to contact Ignite at the contact details outlined at the end of these Terms of Service.

4.3 Intellectual Property Rights to User-generated Material

Ownership of all its User-generated Material belongs to the Company, or the third party that owns the intellectual property rights to such User-generated Material. The Company hereby gives Ignite a worldwide, perpetual, non-exclusive, gratuitous and transferable right to possess, process, store, publish, distribute, stream, transmit, playback, transcode, copy, present, display and otherwise use the User-generated Material to provide the Services.

The Company warrants that it has all necessary rights to show and upload User-generated Material, to use the User-generated Material in all other ways and to grant Ignite the license to the User-generated Material as described above.

4.4 Network Fees and Access

The Company is responsible for securing its access to the network necessary to use the Platform. There may be additional costs for e.g. transfers of data and messaging services. These costs are not paid by Ignite. Furthermore, the Company is responsible for obtaining and keeping the necessary hard- or software up to date to access and use the Platform.

5. PAYMENT

Unless otherwise is agreed, the Services are provided free of charge.

6. CONFIDENTIALITY

Each Party agrees to keep and procure to be kept secret and strictly confidential all information in any form or medium whether disclosed orally or in writing before or after the execution of these Terms of Service designated as confidential in writing by the Discloser (as defined below) together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, consultants, sub-contractors, customers and suppliers of the Discloser or any other User of the Services, or information which otherwise may reasonably be regarded as confidential information of the Discloser or any other User ("**Confidential Information**").

For the avoidance of doubt Confidential Information shall not be used by either Party for any purpose other than fulfilling its obligations, exercising its rights hereunder and complying with the terms and conditions of these Terms of Service (the "**Purpose**"). By "**Discloser**" is meant a Party and its Representatives (as defined below) that share Confidential Information with a Recipient under these Terms of Service for the Purpose. "**Recipient**" shall mean a Party and its Representatives that receive Confidential Information from a Discloser. For the avoidance of doubt, User-generated Material is shared in the manner as is described here.

Disclosure of Confidential Information shall be made only to those affiliates, employees, consultants, representatives (including for the avoidance of doubt, auditors and legal advisers) and sub-contractors ("**Representatives**") that have a need to know of the relevant information in order to further the Purpose. The Discloser shall ensure that such Representatives are bound by confidentiality no less strict than set forth in these Terms of Service and any breach of either Party's Representative of such confidentiality undertaking shall be deemed a breach by the disclosing Party.

Notwithstanding the above, an incubator party to these Terms of Service, shall not be restricted from sharing confidential information about the start-ups purely for the purposes of providing data in the Platform.

The confidentiality obligations in this Section shall not apply to any Confidential Information which the Recipient can demonstrate:

- a. is in the possession of the Recipient without restriction in relation to disclosure before the date of receipt from the Discloser or User; or
- b. is or becomes public knowledge other than by breach of these Terms of Service or the confidentiality undertaking flowed down to a Representative in accordance herewith; or
- c. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- d. is independently developed without access to the Confidential Information; or
- e. disclosure of Confidential Information is required by mandatory law, rule, regulation, applicable stock exchange rules or a court order.

The provisions of this Section shall survive the termination of these Terms of Service and for a period of two (2) years thereafter.

Upon request by Ignite or upon termination of these Terms of Service, the Company undertakes to return and/or destroy, as requested, any materials containing Confidential Information, as well as any copies of such information. If such Confidential Information and/or copies thereof cannot be returned, the Company undertakes to destroy it.

7. PROCESSING OF PERSONAL DATA

7.1 Allocation of responsibilities

All terms used in this Section (Processing of Personal Data) shall be construed in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**GDPR**”).

Each Party is an independent controller and shall ensure that it's processing of personal data in connection with the provision and use of the Services and the Platform is performed in accordance with the GDPR.

The Company warrants that (i) it has a valid legal ground for processing the personal data, which includes sharing it with Ignite; (ii) that it will not upload personal data concerning individuals under the age of 18 on the Platform; (iii) and that the Company will comply with the undertakings set forth in this Section (Processing of Personal Data).

7.2 Information

When the Company uploads personal data about a data subject on the Platform, the Company is responsible for informing that person about the Company's processing of the data subject's personal data. Additionally, the Company shall inform the data subject that Ignite is a separate controller, and that Ignite's privacy notice is available on the Platform. Ignite will inform data subjects, whom personal data processed on the Platform pertains to, about any changes in the processing of personal data performed by Ignite, by either notifying

them on the Platform about an update of the privacy notice for the Platform, or by contacting them directly.

7.3 Retention and Accuracy

The Company is responsible for continuously ensuring the accuracy of the personal data uploaded to the Platform, and to ensure that it is not processed longer than what is necessary for the Company's purposes. The Company will receive periodical reminders from Ignite to review the personal data uploaded by the Company. Ignite will delete personal data uploaded by a Company three (3) months after the Company's access to the Platform has expired.

7.4 Integrity and Confidentiality

Ignite is responsible for ensuring an appropriate level of technical security for the personal data processed on the Platform. Each Party is responsible for ensuring that only persons with a need to work with the personal data has access to such personal data through the Platform, and that such persons are subject to confidentiality undertakings protecting the confidentiality of the personal data.

7.5 Rights of the Data Subjects

The Party to whom a request for exercising rights in relation to personal data is addressed shall manage that request, and if appropriate notify the other Party without undue delay about actions which needs to be taken (with regards to e.g. the right to rectification or erasure).

7.6 Cooperation

The Parties shall cooperate in good faith in relation to any dealings with supervisory authorities.

7.7 Data Breaches

Each Party shall, without undue delay but not later than forty-eight (48) hours after becoming aware of it, notify the other Party about any personal data breach concerning personal data processed on the Platform. As separate controllers, each Party is responsible for notifying the supervisory authority and possibly the data subjects, if necessary. The Parties shall cooperate in good faith regarding any such notification.

8. DISCLAIMER OF WARRANTY AND LEGAL RELATIONSHIP

The Services, including the Platform, are, unless otherwise has expressly been agreed in writing between the Parties, provided 'as is' without warranties of any kind and Ignite does not grant any warranties, express or implied or otherwise, as to the accessibility, quality, qualification for any particular purpose, suitability or accuracy of the Services. The use of the Services is solely the Company's responsibility and at the Company's own risk.

The Company shall not rely on the Platform for a purpose which is of high importance to the Company or which the Company considers intolerable if not met, since the Platform may not be available, due to, but not limited to, maintenance and circumstances beyond Ignite's control.

Since the Services, among other things, seek to enable third parties to enter into agreements and other legal acts with each other, Ignite declares that Ignite under no circumstances should be regarded as a party, an intermediary, an agent, a commission agent or in any

other way as connected to Users' interactions and use of the Services, other than via these Terms of Service that are entered into with every User separately.

9. LIMITATION OF LIABILITY

To the extent permitted under mandatory law, Ignite shall not be liable to the Company or any third party for any direct, indirect or other damages of any kind, including but not limited to, loss of profit, loss of income, loss of revenue, business interruption or loss of goodwill arising out of, or in connection with, these Terms of Service or the inability to use the Services. Ignite is not responsible to the Company for any third-party claims made against the Company. Ignite's total liability to the Company in connection with the Services, for any injuries, losses, and legal actions, shall in no event exceed the fees paid for the Services by the Company, if any.

10. FORCE MAJEURE

Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under these Terms of Service or for other non-performance hereof if such delay or non-performance is caused by strike, labour disturbances, fire, flood, riot, act or ordinance of any governmental or local authority, terrorism, or by any other cause beyond the reasonable control of that Party (a "Force Majeure Event"). The Party who is affected by a Force Majeure Event shall immediately inform the other Party of such event and use reasonable commercial efforts to remove or overcome the hindrance for performance. Should a Force Majeure Event continue for more than three (3) months, either Party shall have the right to terminate these Terms of Service with immediate effect.

A Force Majeure Event which had occurred prior to the formation of these Terms of Service shall give a right to termination only if its effect on the performance of these Terms of Service could not be foreseen at the time of the formation of these Terms of Service.

If, as a result of a Force Majeure Event, the performance by either Party of such Party's obligations under these Terms of Service is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

11. INDEMNITY

The Company is liable for any damages inflicted on Ignite, or any third party, due to the Company's breach of these Terms of Service, including but not limited to the misuse of the Services. Furthermore, the Company agrees to indemnify Ignite in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred by Ignite in relation to the Company's breach of these Terms of Service or other applicable law.

Should any of the Company's User-generated Material infringe a third party's intellectual property right, the Company agrees to immediately remove all infringing parts of the User-generated Material and indemnify Ignite from all damages, costs and expenses incurred by Ignite as a result of such infringement.

12. AMENDMENTS

Ignite is entitled to amend these Terms of Service and the Services at its own discretion. Ignite will, where commercially reasonably possible, inform the Company of any material changes by e-mail at the latest thirty (30) days before an adjustment enters into force

13. TERM AND TERMINATION

These Terms of Service enter into effect when they are accepted by the Company in accordance with what is set out herein [i.e. when a User creates a company profile on behalf of the Company] and remain in effect until terminated in accordance herewith.

The Company is entitled to at any time and without prior notice remove its User Accounts and remove its content from the Services and thereby terminate these Terms of Service.

Ignite has the right to suspend the Company's access to the Platform with immediate effect if Ignite reasonably believes that the Company is violating these Terms of Service. Furthermore, Ignite reserves the right to discontinue, temporarily or permanently cease providing the Services at any time without prior notice, on Ignite's discretion. The Company accepts that Ignite shall not be liable to the Company or to any third party for such suspension or discontinuance.

14. MISCELLANEOUS

The Company may not assign or transfer any rights, obligations or licenses as provided in these Terms of Service. Ignite may assign and transfer its rights under these Terms of Service without the Company's consent and without notice to the Company.

These Terms of Service shall not be deemed to create any kind of joint venture, agency or partnership between the Parties and neither Party shall be considered an agent or legal representative. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, with regard to any manner or thing whatsoever, unless otherwise specifically agreed upon in writing.

If any provision of these Terms of Service, part thereof or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of these Terms of Service shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby these Terms of Service in order to give effect to, so far as is possible, the spirit of these Terms of Service and to achieve the purposes intended by the Parties.

15. APPLICABLE LAW AND DISPUTES

Any dispute, controversy or claim arising out of or in connection with these Terms of Service, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The Parties undertake and agree that all arbitral proceedings conducted under this Section shall be kept confidential in accordance with the confidentiality provision herein, and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings.

The seat of arbitration shall be Stockholm Sweden.

The language to be used in the arbitral proceedings shall be Swedish.

These Terms of Service shall be governed by the substantive laws of Sweden.

CONTACT INFORMATION
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