parsd

PARSD GENERAL TERMS AND CONDITIONS FOR SOFTWARE AS A SERVICE (SaaS)
v.2025.02

1. Introduction

1.1 These general terms and conditions apply to the provision of the Services (as defined below) (the "**Terms**") made available by Parsd AB ("**Parsd**") to the customer (the "**Customer**") under a software as a service model. These Terms constitute an appendix to the individual agreement entered into between Parsd and the Customer (the "**Agreement**"), if applicable.

1.2 By entering into the Agreement or using the Services, the Customer accepts these Terms.

1.3 The Agreement and these Terms shall apply and take precedence over any additional or conflicting terms contained in any correspondence or documentation submitted by the Customer to Parsd, unless expressly agreed upon in writing by both parties.

1.4 When applicable, the Agreement shall incorporate and be governed by the following documents, which shall, in the event of any conflict, take precedence in the order listed below:
   (i)   the Agreement
   (ii)   the Terms
   (iii) SLA (if applicable)
   (iv) DPA (if applicable)

1.5 Parsd and the Customer are hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**".

2. The Services

2.1 "**The Services**"/"**the Service**" refers to the platform provided to the Customer by Parsd and described at https://parsd.com/ and services adhering to the platform, such as support, onboarding, any future added or bought services and other services related to the use of the Services.

2.2 The Services are normally available online at https://app.parsd.com/login, accessible via supported and properly configured web browsers.

2.3 The Services are provided on an "as is" basis. The Customer's right under the Agreement is not conditional or dependent on any particular version of the Services or functionalities but provides access to and the right to use the Services as provided at any given time. Furthermore, the provision of the Services is not conditional on the delivery of any future versions or functionalities.

2.4 The Services shall be provided to the Customer starting from the agreed start date, unless a delay is caused by the Customer, and shall continue for the duration specified in the Agreement and these Terms (the "**Subscription Period**").

2.5 During the Subscription Period, the Customer receives a non-exclusive and non-transferable right to use the Services in accordance with the Agreement and these Terms, subject to payment of fees in accordance with the Agreement and these Terms.

2.6 Unless otherwise agreed between the Parties, Parsd is entitled to take actions that affect the above-mentioned availability if Parsd considers it necessary for technical, service, operational or security-related reasons. The Customer will be informed in advance of planned downtime for system maintenance. Furthermore, unplanned downtime may occur. To the extent that Parsd is responsible for and can influence such downtime, Parsd shall rectify these issues within a reasonable timeframe.

3. Prices and payment

3.1 The Customer shall pay the fee for the Services as specified in the Agreement or as otherwise agreed between the Parties. Unless otherwise agreed, the Customer shall pay monthly in advance. If the Agreement does not specify a set charge and no written agreement exists between the Parties, the fees for the Services shall be based on the current prices provided by Parsd. All fees are exclusive of all applicable sales, use, value-added, withholding, and other taxes, which shall all be paid by the Customer.

3.2 Parsd reserves the right to amend the subscription fee on January 1st of each year. Any price amendments must be communicated to the Customer no later than three months prior to their effective date. If Parsd adjusts the subscription fee, the Customer has the right to terminate the Agreement immediately while continuing to use the Services for the remainder of the already paid-for Subscription Period.

3.3 If no payment method is specified in the Agreement, the Customer shall be charged via invoice. The invoice will be sent via email and, if necessary, via post to the contact details provided by the Customer during registration for the Services. The Customer is responsible for ensuring that these contact details are accurate and up-to-date.

3.4 Aspects of the Services which, where appropriate, have a per-transaction fee are

charged in arrears, unless otherwise stated in the Agreement.

3.5 Unless otherwise stated in the Agreement, the payment term is 30 days from the date of invoice or charge. If a credit or debit card charge is declined, the Customer will be notified and must provide an alternative payment method within 10 days. Payments are deemed late if not received within 30 days from the date of invoice or charge. If payment is not received within 45 days from the date of invoice or charge, Parsd reserves the right to suspend the Customer's access to the Services after providing at least 10 days written notice of intent to suspend.

3.6 Interest on overdue payments is the reference interest rate set by *Sw: Riksbanken* plus eight percentage points in accordance with the Swedish Interest Act (1975:635).

4. Accounts, users and use

4.1 If applicable, during the Subscription Period, the Customer is entitled to the number of user accounts, with associated rights, as specified and paid for as per the Agreement. Only accounts with a paid and valid right are entitled to use the Services. Each account is intended for use by a single user, registered with the user's full name and may not be shared between multiple users. However, with Parsd's written approval, an account may be transferred from one user to another.

4.2 If applicable, the Customer may purchase additional user accounts to access the Services, in accordance with the applicable price list. Payment for these additional accounts shall be made as agreed between the Parties but must occur no later than the time at which the users of the new accounts gain access to the Services.

4.3 If applicable, during the Subscription Period, the Customer may request an upgrade to a higher tier of the Services at any time. The upgrade is subject to Parsd's written approval and the payment of any additional fees, based on the pricing in effect on the day of the upgrade. Downgrading to a lower tier of the Services is not permitted during the Subscription Period, but may be requested for the subsequent renewal period.

4.4 The Customer is not entitled to transfer or assign, in whole or in part, any right to use the Services to a third party, including but not limited to, in the event of mergers and demergers, bankruptcy, changes in ownership or control, or to a group company, unless prior written approval is obtained from Parsd, which shall not be unreasonably withheld in the case of a merger, acquisition, or sale of all or substantially all of the Customer's assets.

4.5 If applicable, the Customer is responsible for managing user accounts. The Customer must immediately deactivate a user account when the concerned user is no longer entitled to use the Services on behalf of the Customer.

4.6 Where an individual user has been granted access to the Services under the Customer's subscription but ceases to qualify under such subscription (for example by leaving the Customer's organisation or the Customer's Subscription Period ending) ("**Departing User**"), the Departing User may request to the Customer continued access to the Departing Users account, and data within that account, on a standalone basis. The granting of any such request is subject to:

(i) The Customer assuming full responsibility and liability for the lawful retention, transfer or deletion of any data originally stored or processed under the Customer's subscription;

(ii) Written approval by the Customer provided to both the Departing User and Parsd;

(iii) Parsd's discretionary approval; and

(iv) The Departing User entering into an agreement with Parsd.

4.7 Access to the Services is provided via the internet, and therefore requires a secure internet and network environment. The Customer is responsible for maintaining a secure internet connection and appropriate hardware/software to access the Services. Parsd does not operate IP or telecommunications infrastructure and, as such, does not warrant or accept liability for any unavailability of the Services due to issues related to the Customer's internet connectivity. Use of the Services may cause the Customer's computer or device to automatically, without notice, intermittently or on a regular basis, connect to the internet for purposes such as providing the Customer with additional information, features, or functionality, and to check for changes that are available for download to, and installation on, the computer or devices of the Customer.

5. Parsd's undertakings and warranties

5.1 Parsd shall provide support services to the Customer. Support is given via email, by inquiring support@parsd.com, the support portal via userportal.parsd.com or via the support chat built into the Service.

5.2 Parsd may engage subcontractors for the provision of the Services and for the fulfilment of other obligations under the Agreement. Parsd is responsible for the subcontractors' work, subject to the limitations set out in the Agreement, and will ensure subcontractors comply with confidentiality and data protection obligations. Parsd is entitled to change subcontractors at any time without prior notice to the Customer.

5.3 Unless otherwise specified in a Service Level Agreement ("**SLA**"), error reports and support cases should be submitted to Parsd as instructed above. Parsd will endeavour to respond to support inquiries by the next business day.

5.4 Parsd warrants that:
   (i) It has all the rights in relation to the Services hereunder.
   (ii) All its obligations will be executed with reasonable care and skill based on industry-standards.
   (iii) The Services will be provided with care and diligence, in a professional and workman-like manner.
   (iv) The Services will perform materially in accordance with documentation provided by Parsd.
   (v) It will use industry-standard measures to ensure that the Services are free from malicious code.
   (vi) It will take the commercially reasonable measures to ensure the continuity of the Services in line with the agreed SLA, if applicable.

5.5 Except as specifically set out in the Agreement and to the fullest extent permitted by the applicable law, Parsd excludes all implied or express warranties, including but not limited to any implied warranty and condition regarding merchantability, title, accuracy, integrity, performance, satisfactory quality, results, fitness for a particular purpose or non-infringement of third parties' rights.

5.6 Parsd disclaims any warranty for faults in the Services pertaining to any shortcomings by Parsd's subcontractors. Furthermore, Parsd disclaims any warranty for subcontractors' or any other third-party services or integrations accessed through the Services.

5.7 Parsd does not warrant in any case that the Services will meet the Customer's or its users' specific expectations, objectives or requirements or that, subject to the agreed SLA, the Services shall operate uninterrupted or error free or that all defaults, defects and errors in relation thereto shall be corrected.

5.8 Parsd does not warrant any guarantee in relation to the content of any data, file, document, or any other information, processed and transmitted through, uploaded to or gathered from the Service. Parsd disclaims any warranty regarding the accuracy or completeness of data provided by third parties. To clarify, nothing in these Terms, or otherwise agreed upon between the Parties, shall in any way be construed as Parsd having any responsibility or liability for any:
   (i) Errors, mistakes, or inaccuracies of content and materials accessed through the Services.
   (ii) Direct damages to property or personal injury, of any nature whatsoever, resulting from access to and use of the Services.
   (iii) Unauthorized access to or use of Parsd's servers and/or any and all personal information and/or financial information stored therein.
   (iv) Interruption or cessation of transmission to or from the site.
   (v) Malicious code, or the like, which may be transmitted to or through the Services by any third party.
   (vi) Loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Service.

5.9 While Parsd will take commercially reasonable security measures to protect Customer data, Parsd does not provide any kind of warranty in relation to the availability of the Services in context of cyber-attacks, cyber outages or the prevention from loss of, alteration of, or improper access to, the Customer's data, to the extent that such events are outside of Parsd's reasonable control.

5.10 Parsd reserves the right to monitor the use of the Services and to withhold, remove, and/or discard any data and/or suspend the Services if reasonably necessary to prevent or address a breach of the Agreement. Parsd will provide notice before suspension whenever reasonably practicable, unless immediate action is deemed necessary to protect the security or integrity of the Services.

5.11 The warranty period for any claims the Customer makes is six months, counting from the date the reason to the claim arose.

5.12 Parsd is not responsible for the content or validity of files, data and/or documents generated through the use of the Services, and not for any

decisions made or actions taken based on the output or use of the Services.

5.13 Parsd shall have no liability hereunder with respect to any infringement claim resulting from:

(i) Any combined use of the Services with any third-party services, data, material or software not approved by Parsd.

(ii) Cases of non-conformance to Parsd's instructions or in case of alteration of the Services by any person other than Parsd or any third party acting under its control use.

(iii) The Customer's software, systems, materials, equipment and data.

(iv) The Customer continuing the allegedly infringing activity after being notified thereof or after being notified of or provided with the modifications or replacements that would have avoided the alleged infringements.

(v) The Customer's misconduct or negligence.

5.14 If Parsd determines that any part of the Services is or is likely to be the subject of an infringement claim, Parsd may, at its sole discretion:

(i) Replace or modify this part to make it non-infringing while having substantially equivalent functionality.

(ii) Procure, at no additional costs to the Customer, the right to use the same.

(iii) If none of the foregoing alternatives are commercially feasible even after Parsd's best efforts, withdraw the infringing element and, by giving written notice as far in advance as is reasonably possible, and refund to the Customer any fees as paid in advance for the use of the same (pro-rata portion of the fees paid and allocable to the period after such termination).

6. The Customer's undertakings and warranties

6.1 The Customer shall provide the information and documentation requested by Parsd and possess the equipment and software necessary for Parsd to provide the Services and fulfil its obligations under the Agreement.

6.2 The Customer is responsible for ensuring that login details and other information provided by Parsd are handled with confidentiality in accordance with Section 11. The Customer shall immediately notify Parsd if an unauthorised person has gained knowledge of information in accordance with this Section 6.3 or other unauthorised intrusion or attempted unauthorised intrusion has occurred that may affect the Service.

6.3 The Customer is responsible for ensuring that the Customer and, if applicable, any individuals within the Customer's organization (e.g. employees or consultants) who have access to the Services use them in accordance with the Agreement and in accordance with any instructions referred to by Parsd.

6.4 The Customer shall ensure that the Customer's data is free from malicious code and cannot otherwise damage or adversely affect Parsd's system or the Service.

6.5 The Customer shall ensure that users utilize the Services responsibly, without exceeding agreed limits, causing overloads, or engaging in unfair usage that disrupts functionality.

6.6 If the Customer breaches its obligations under the Agreement, Parsd is entitled to temporarily make the Services unavailable to the Customer until the breach of the Agreement is remedied or compensated and to terminate the Agreement in accordance with Section 9.

6.7 The Customer shall ensure that it has the necessary rights in relation to the data it uploads and processes, and warrants that its data does not infringe upon the intellectual property rights, privacy rights (including rights and obligations related to sensitive personal data), or any other rights of any third party. Parsd shall accept no responsibility for the content and legality of the data provided to the Services by the Customer. Parsd shall have no obligation to check the legality of the data stored by the Customer.

6.8 If a third party asserts that the data provided to the Services by the Customer infringes its rights, Parsd is entitled to block the data completely or temporarily, after providing the Customer with notice whenever reasonably practicable. In this case, Parsd may require the Customer to immediately cease the infringement or to demonstrate the legality of the data. If the Customer does not comply with this request, Parsd shall be entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice.

6.9 The Customer undertakes to use the Services only for the purposes and in the manner expressly permitted by the Agreement, for the sole purposes for which it was designed and in accordance with all applicable national and international legislations and in a responsible manner.

6.10 The Customer undertakes that:

(i) It shall not disassemble, reproduce, translate, adapt, modify, decompile, reverse engineer, or reverse compile any part of the Services, except to make a back-up copy solely for recovery purposes and which shall be marked as back-up copy, or make any attempt to discover its source code, nor rent, lease, sublicense, resell for profit, transfer, loan, distribute or modify the Services or any component thereof, unless expressly authorised by Parsd as confirmed in writing.

(ii) It shall report immediately security incidents in its sphere, which can have an impact on the Service.

(iii) If the Services are subject to any limitation in regard to volumes of data transfer and/or storage, not exceed those limits. If the limits are exceeded, following notice given within the Services, or otherwise, it shall pay the corresponding excess costs, upon being invoiced, in the event of the volume being exceeded.

(iv) It shall ensure that its users are adequately trained and informed for the purposes of the Agreement.

(v) The Customer shall ensure that all users comply with these Terms.

6.11 The Customer undertakes to defend, indemnify and hold Parsd harmless against and from all claims, demands, suits, actions, or proceedings, and shall reimburse Parsd for damages, costs, penalties and expenses payable to the party bringing such action to the extent that they are awarded in a final judgment or agreed to in settlement, as a result of the Customer's use of the Services, modifications made to the Services that are not permitted by Parsd, or any mis-delivery, non-delivery, theft, conversion, misuse, fraud or inaccurate submission, receipt or distribution of any data transmitted through the Service.

7. Changes to the Services and the Terms

7.1 Parsd reserves the right to change the Services, correct any errors and/or make changes to the technical characteristics, functions and specifications of the Services. Parsd will use reasonable efforts to minimize disruption to the Customer when making such changes. Unless otherwise agreed between the Parties, Parsd is not obligated to notify the Customer of nor provide the Customer with any such changes. Parsd may perform changes without the Customer's permission.

7.2 The Customer shall not use other version of the Services than the then current version as made available by Parsd.

7.3 Parsd reserves the right to change these Terms by giving 30 days' notice. If the Customer does not accept such changes, the Agreement can be terminated immediately in accordance with Section 9. If the Customer terminates the Agreement in accordance with this Section 7.3, the Customer is entitled to the proportional reimbursement of any fees paid in advance.

8. Intellectual property rights

8.1 Parsd (or its licensors) holds at all times the intellectual property rights associated with the Services and the changes made thereof.

8.2 Parsd warrants that it shall indemnify and hold the Customer harmless from any third party's claim against the Customer to the extent that the claim is based on an allegation that any part of the Services has infringed intellectual property rights, and therefore to pay those damages or costs related to the settlement of such claim or finally awarded against the Customer, provided that the Customer:

(i) Promptly notifies Parsd of any matters relating to such claim of which it has knowledge.

(ii) Makes no admission as to liability or agreement to settlement or compromise without Parsd's prior written consent.

(iii) Cooperates with Parsd and provides all reasonably necessary information and assistance.

(iv) Gives Parsd full authority and sole control of the defence of and all negotiations in relation to such claim.

8.3 All data uploaded to the Service, owned or created by the Customer constitutes the Customer's property. Parsd makes no claims to any intellectual property rights or ownership of any kind regarding the Customer's data that has been transferred to or from the Service. However, Parsd has the right, during the term of the Agreement, to use the Customer's data in accordance with Section 10.2.

8.4 Trademarks, product names and company names mentioned in the Services shall remain the property of the respective right holders. However, Parsd is entitled to use the Customer's name, trademark and logo for marketing purposes, upon written permission given by the Customer.

8.5 To the extent that the Customer at any time provides Parsd with any feedback or suggestions regarding the Services, including potential improvements or changes thereto (collectively, "**Feedback**"), the Feedback shall not be considered confidential information of the Customer, and Parsd may use, disclose and exploit the Feedback in any manner it chooses. All Feedback provided by the Customer is provided "as is" and without warranty or representation of any kind.

9. Term and termination

9.1 The Agreement shall remain in effect from the day the Agreement is entered, to the end of the Subscription Period, unless earlier terminated in accordance with these Terms.

9.2 In the event that no Subscription Period is specified in the Agreement, the subscription is for an initial period of twelve months starting from the day the Customer gained access to the Services.

9.3 Either Party has the right to terminate the Agreement if the other Party materially breaches its obligations under the Agreement and has not remedied the breach within 30 days of a written request, referring to this paragraph.

10. Data, security and privacy

10.1 If applicable and with regard to the processing of personal data by Parsd on behalf of the Customer within the scope of application of the Regulation (EU) 2016/679 ("**GDPR**"), the Parties shall conclude a data processing agreement pursuant to Art. 28 of the GDPR.

10.2 The Customer grants to Parsd the right to process, or have it processed by a third party, any and all data provided by the Customer and users through the use of the Services for the purposes of providing the Service. Furthermore, the Customer consents to Parsd analysing the usage data in anonymous form, in accordance with applicable laws and regulations, for the purposes of improving the Services, the user experience and security. This consent includes granting Parsd the right to use the results in anonymous form for the benefit of Parsd and other customers of Parsd. A list of sub-processors is published at https://parsd.com/policy/sub-processors.

10.3 The Customer can request that Parsd shall provide the Customer's data in a commonly used, machine-readable format (e.g., CSV, JSON) to the Customer. The provision of the Customer's data shall take place via an internet download option. The Customer shall have no entitlement to receive software suitable for the use of the Customer data. Parsd may charge a reasonable fee for the provision of the data, which will be communicated to the Customer in advance.

10.4 The Customer must inform Parsd at least 14 calendar days before the end of the Agreement in writing if it wants to retrieve the Customer data from Parsd after the end of the Agreement.

10.5 Parsd shall delete the Customer data still available to it 90 calendar days after the data has been provided to the Customer following the end of an Agreement, unless the Customer notifies Parsd within this period that the data provided to the Customer is not readable or is incomplete.

10.6 The deletion of data under Section 10.5 is subject to limitation by the application of Section 4.6.

11. Confidentiality

11.1 "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing:

(i) That is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential.

(ii) Provided to or gathered from the Service.

(iii) The terms and conditions of the Agreement, including pricing.

(iv) Any business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by each Party in connection with the Agreement.

11.2 Notwithstanding Clause 11.1, Confidential Information does not include information that:

(i) Is at the time of disclosure, or later becomes, generally known to the public through no fault of Receiving Party.

(ii) Was known to the Receiving Party with no obligation of confidentiality prior to disclosure by Disclosing Party, as proven by records of Receiving Party.

(iii) Is rightfully disclosed to Receiving Party by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligations.

(iv) Is at any time independently developed by Receiving Party without the use of Disclosing Party's Confidential Information as proven by records of Receiving Party.

11.3 Either Party shall safeguard and hold as confidential all Confidential Information of the other Party.

11.4 Either Party shall use the Confidential Information solely for the purposes set out in the Agreement and these Terms.

11.5 The Receiving Party is also permitted to disclose Confidential Information if compelled by applicable law or a binding decision or order by any authority, regulator, governmental body or court of competent jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement, to the extent legally permissible, and cooperates with the Disclosing Party's efforts to limit the scope of disclosure or obtain a protective order.

11.6 This Section 11 shall survive the termination/expiry of the Agreement for a period of five years, except that with respect to any trade secrets, this clause shall continue for so long such information remains entitled to protection as a trade secret under applicable law.

12. Limitation of liability

12.1 Under no circumstances, shall the Parties be liable to the other Party, for any indirect, special, incidental or consequential damage of any kind, including any loss of profits, goodwill, business, contracts, revenues, or any other indirect, special, incidental, and consequential damages or losses arising from claims of third parties whatsoever.

12.2 Parsd shall not be liable towards the Customer for, without limitation, any loss or damage to the Customer's records or data.

12.3 In any event, each Party's aggregate liability shall be limited to foreseeable, contractually typical and direct losses resulting directly from a breach of any material obligations under the Agreement, and shall be limited, for any and all damages incurred in a calendar year, to 100% of the amounts due or paid by the Customer during the twelve months period preceding the cause of action.

12.4 The Services may have third party applications integrated into them for the purposes of making the Services available to the Customer. To the extent that third party applications are included in the Services, the terms and conditions of the third-party applications, not the Agreement, shall apply to their use, licencing, liability, fixing of defects and intellectual property rights. As such, Parsd is not liable for damages caused by third party applications or support, and is not responsible for the behaviour, functions or content of any third-party applications or for any

transactions that the Customer may enter into with the supplier of such third-party applications.

12.5 Nothing in these Terms shall limit or exclude the liability of either Party caused by its gross negligence, wilful misconduct, fraudulent misrepresentation or concealment, or breach of confidentiality.

12.6 In case of breach of the Agreement or these Terms, any claim based thereon must be made by the Party within twelve months as from the date the alleged breach occurred however no later than twelve months after the termination of the Agreement.

13. Force Majeure

13.1 Parsd shall not be liable for any failure to perform its obligations under the Agreement if such failure is due to circumstances beyond Parsd's control, including but not limited to natural disasters, war, terrorism, government action, labour disputes, pandemics, power outages, internet outages or other unforeseen events that significantly impair Parsd's ability to perform its obligations under the Agreement ("**Force Majeure**").

13.2 In the event of a Force Majeure event, Parsd shall notify the Customer in writing without unreasonable delay of the event, its expected duration, and its impact on Parsd's obligations. Parsd shall furthermore take reasonable measures to limit the effects of the Force Majeure event.

13.3 If a Force Majeure event continues for a period of more than three months, the Parties have the right to terminate the Agreement with immediate effect without any obligation to pay damages or other compensation.

14. Miscellaneous

14.1 Except as otherwise specified in the Agreement, all notices, permissions, and approvals shall be in writing and shall be deemed to have been given upon personal delivery, the second business day after mailing, or the day of sending by email.

14.2 All discussions and undertakings, whether oral or written, which preceded the Agreement are superseded by the Agreement. Annexes to the Agreement form an integral part of the Agreement.

14.3 A Party may not assign or pledge, in whole or in part, its rights and/or obligations under the Agreement without the prior written consent of the other Party.

14.4 If any provision of the Agreement is found to be invalid, this shall not invalidate the Agreement in its entirety, but shall, to the extent that the

invalidity materially affects the Party's benefit from or performance under the Agreement, be subject to reasonable adjustment in the Agreement.

14.5 A Party's failure to exercise any right under the Agreement or failure to raise any matter relating to the Agreement shall not constitute a waiver of such right.

15. Applicable law and dispute resolution

15.1 The Agreement shall be governed by the substantive laws of Sweden.

15.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by the district court of Stockholm, Sweden, in the first instance.

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