DEVELOPER AGREEMENT (this "**Agreement**")

1 BACKGROUND INFORMATION

1.1 Fortnox AB ("**Fortnox**") is a leading provider of internet based software for invoicing and accounting.

1.2 Fortnox provides an API (the "API") on the Fortnox website, which provides you access to information, code and other material (the "API-content").

1.3 This Agreement describes under what conditions the API is provided, how you are expected to use the API and what your rights and obligations are when using the API content in your own products and/or services.

1.4 By accepting the terms of this Agreement you certify that you have read, understood and accept the terms set out herein and in the documents referred to in this Agreement.

1.5 Please note that any use of Fortnox's products and services, including the right to integrate such products and services with other software products, is licensed under separate terms of use available at http://www.fortnox.se.

2 DEFINITIONS

In this Agreement:

"**Additional Terms**" has the meaning set out in clause 10.1

"**Agreement**" has the meaning set out above.

"**Change Policy**" means the Fortnox at all time applicable change policy.

"**API**" has the meaning set out above.

"**API-content**" has the meaning set out above.

"**Customer**" means a company, individual company, other legal entity or a natural person in Sweden that has entered into an agreement with Fortnox and/or you.

"**Fortnox**" has the meaning set out above.

"**Fortnox General Terms and Conditions**" means Fortnox at all time applicable general terms and conditions that applies to Fortnox Customers.

"**Fortnox Privacy Policy**" means the Fortnox at all time applicable privacy policy.

"**Fortnox Review Guidelines for Developers and App-market**" means Fortnox at all time applicable review guidelines for developers and App-market.

"**Fortnox Trademark Guidelines**" means Fortnox at all time applicable trademark guidelines for using any Fortnox trademarks.

"**GDPR**" has the meaning set out in clause 12.1.

"**Integrated Application**" means the application that you provide that is connected with the Services through the API.

"**Services**" means the services provided by Fortnox, that Fortnox and a Customer has entered into an agreement regarding the Customers use of the services.

"**Technical Documentation**" means Fortnox at all times applicable technical

documentation.

3 LICENSE

3.1 Fortnox hereby grants you a non-exclusive, non-assignable, non-transferable and revocable license to use the API in accordance with this Agreement. The purpose of the license is for developing and providing Integrated Application to the Customers. This license, and the products and services which you develop under the license, do not constitute any limitation in Fortnox's or our data sources' right to freely use, develop, amend and to stop providing the API, the API-content and related products and services.

3.2 As further set out below, we will keep you updated on changes to the API and our ability to provide the API.

4 TECHNICAL REQUIREMENTS AND LIMITATIONS

4.1 You may only connect to the API in the way set out in our instructions and you are not entitled to use any technical means to gain unauthorized access to, disturb or deactivate the API. This includes, but is not limited to, that you undertake not to introduce viruses, worms, Trojan horses or other forms of malware in the API or on the website where the API is provided.

5 OTHER REQUIREMENTS OF USE

5.1 You have to a company registered according to Swedish law to enter into this Agreement and to access the API.

5.2 You are not entitled to use the API or the API-content for products and services which may harm Fortnox's business or which in Fortnox's opinion violates our interests. This means that you are not allowed to use the API or API-content for products or services that are competing with Fortnox current or future products and/or services.

5.3 You are not entitled to use the API or the API-content for products or services which are in breach of or which allude to the breach of applicable laws and regulations or is otherwise non-beneficial for the Customers.

5.4 You undertake to carry out tests in order to ascertain that your Integrated Application work with the API as well as to test against the API after we have updated and/or amended the API.

5.5 You undertake to provide internet-based Integrated Application to Customers.

5.6 It is your responsibility to keep your registered contact information updated, to ensure that Fortnox can contact you for example in case changes are made in the API.

5.7 If you have any questions regarding the limitations set out in this section "Other requirements of use" or if you wish to use the API and/or the API-content in any other way than is set out in this section, you may contact us at developer.fortnox.se. However, you are not entitled to commence such use before you have received our written consent.

5.8 You undertake to provide support to your own Customers for their use of the Integrated Application.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Fortnox and/or the third parties with which we are cooperating hold the ownership and the intellectual property rights to the API. Unless you have received our express written consent you are not entitled to claim the ownership of, publish, copy, assign, transfer, license or otherwise dispose of the intellectual property rights to the source code or call structure of the API.

6.2 You undertake, at your own expense, to defend Fortnox against claims made or action brought against Fortnox for infringement due to your use of the API in violation of this Agreement or for Fortnox connecting with your Integrated Application through the API. In addition, you undertake to reimburse Fortnox for any costs and damages which Fortnox are required to pay as a result of a settlement or judgment. Your obligation shall only apply provided that you are informed by Fortnox in writing within a reasonable time of the claim made or the legal proceedings commenced, and that you shall be solely entitled to conduct the defense in respect of such legal proceedings and conduct negotiations regarding an agreement or settlement. Your liability for infringement of intellectual property rights is limited to the provisions of this section 6.

6.3 This Agreement does not mean that any copyright or other intellectual property rights to the Services are transferred to you or other third party. You are not allowed to copy, modify or otherwise handle software or other materials relating to the Services, nor are you allowed to transfer or assign the right to such software or materials to others, unless otherwise agreed in writing with Fortnox.

6.4 You must follow the Fortnox Trademark Guidelines, as updated from time to time. (developer.fortnox.se/about-appmarket/guidelines-landingpage). Section 3. Partner logo

6.5 The Agreement does not mean that copyright or other intellectual property rights to the Integrated Application are transferred to Fortnox or other third parties.

7 TRADEMARK LICENSING AND MARKETING

7.1 By submitting requests to the API, you grant Fortnox a non-exclusive, non-assignable and non-transferable license to refer to your trademark and the Integrated Application that the API and/or API-content is used with (including any trademarks which you hold for such Integrated Application), for the purpose of indicating that you are using the API. Fortnox right to use your trade name and trademark is limited to source references for this purpose.

7.2 You undertake to, after obtaining Fortnox's approval beforehand, market Fortnox as agreed upon.

8 AVAILABILITY

8.1 You undertake to provide your Integrated Application with the same availability as Fortnox, at any time, undertakes to provide the Services, vis-à-vis the Customers. Fortnox promised availability to Customers is set out in Fortnox General Terms and Conditions (https://www.fortnox.se/om-fortnox/integritet-och-sakerhet/avtal-och-villkor/)

8.2 The parties' availability of service or your service shall be ninety-five (95) percent or above.

9 RIGHT TO MAKE CHANGES

9.1 We reserve the right to update and change the API and/or the API-content in accordance with our Change Policy. The Change Policy sets out which changes may occur, how changes are communicated to you and how long in advance.

9.2 Fortnox will not be responsible for any changes you have to make or costs incurred in response to Fortnox changing the API, the API-content and/or this Agreement and any other documents, rules and/or guidelines issued by Fortnox.

9.3 By continuing to use the API after a change has been executed you confirm that you accept the change. If you do not accept a change you are no longer entitled to use the API and must discontinue your connection to the API in accordance with the section "Term and Termination" below.

10 CHANGES AND AMENDMENTS TO THIS AGREEMENT

10.1 Fortnox reserves the right to, at its own discretion, to modify this Agreement, including any rules and policies at any time. Amendments to this Agreement are documented by the issuance of a new version of these terms. You are responsible for reviewing and understanding such modifications (including new terms, updates, amendments, supplements, modifications and additional rules, policies and terms and conditions) "**Additional Terms**" that Fortnox will communicate to you. All Additional Terms are hereby incorporated into this Agreement by this reference and by your continued use of the API you have accepted any Additional Terms.

11 RESTRICTIONS IN ACCESS

11.1 Fortnox has the right to restrict access for you or for one or several of your Customers, provided that this is sufficient to deal with the risk of more than minor damage or the other reasons that cause us to restrict access to the Services. In connection with this we may not take more actions than is justifiable according to the circumstances.

12 PROCESSING OF PERSONAL DATA

12.1 In order to access the API-content and to be able to submit requests to the API, you need to register certain personal data pertaining to you or your employees (as applicable). By registering your personal data, you confirm that you and, if applicable, your employee's whose personal data you submit to us, have read and accepted Fortnox Privacy Policy (Fortnox Integritetsmeddelande) ((https://www.fortnox.se/om-fortnox/integritet-och-sakerhet/avtal-och-villkor/integritetsmeddelande/) and that Fortnox processes your personal data as a data controller under the General Data Protection Regulation ("**GDPR**").

12.2 Each party acknowledge that any personal data transferred to and from Fortnox and the Integrated Application is processed on behalf of the Customers of both you and Fortnox, and that any transfer of personal data between you and Fortnox is made pursuant to an instruction of a Customer. Consequently, both you and Fortnox shall be considered independent data controllers or processors in relation to the Customer.

12.3 In using the API and processing personal data, you warrant, if you act as data processor for the Customer, that you have entered into a data processing agreement with the Customer in compliance with applicable data privacy legislation.

12.4 Each party guarantees, in relation to the Customer, to have the right to transfer personal data to the other party and to further process personal data received from the other party on behalf of the Customer. Party shall indemnify the other Party for all claims made by the Customer or third parties referring to breach of this warranty.

12.5 In the event that a party is considered to be a supplier to the other party, i.e. deputy processor to the other, the parties shall negotiate to enter into a personal data processing agreement that imposes on the sub-processor the same obligations as the processor in relation to the Customer. The parties are aware of and agree that the Customer holds all rights to the Customer's data, including but not limited to personal data, unless otherwise stated in the Customer's agreement with each party. A party therefore receives no right to the Customer's data under this Agreement and must base all use or processing of such data on its own agreement with the Customer. The parties undertakes to indemnify the other party for all claims made by the Customer or other entity referring to party's use of the Customer's data in breach of its own agreement with the Customer, this Agreement or any other agreement to which the party is a party.

13 LIABILITY AND LIMITATIONS OF LIABILITY

13.1   We strive to constantly improve the API and welcome you to inform us of any errors or defects in your user experience by sending us a message to integration@fortnox.se. As further specified in this section "Liability and Limitations of Liability" we however have limited possibilities to correct errors or defects.

13.2   You are aware and accept that Fortnox does not commit to, or provide any warranties regarding the quality, security, reliability, availability or performance of the API or the API-content. Accordingly, notwithstanding what is set out in our Technical Documentation (http://developer.fortnox.se), Change Policy (http://developer.fortnox.se/change-policy/) or other descriptions of the API's function where the API is provided, you cannot expect that the API is error free, free from security issues, updated, or a suitable data source for the products or services you intend to use the API for.

13.3   You are aware and accept that you use the API and/or the API-content at your own risk and that Fortnox is not liable for any direct or indirect damage which you may suffer due to your use of, respectively your inability to use, the API and/or the API-content. In this Agreement, indirect damage shall be interpreted to mean for example loss of profit, loss of use of your Integrated Application, reimbursement for the use of a replacing service, loss of data, costs for trouble shooting, loss of goodwill and damage due to viruses and other security related issues.

13.4   Fortnox is not responsible to anyone other than you, such as e.g. your suppliers, partners or your Customers.

13.5   By generating data and information to the API, you accept that you are responsible for your right to publish and distribute such information, including but not limited to a responsibility to ensure that you (i) do not violate any third party's intellectual property rights, (ii) are entitled to distribute any personal data, (iii) do not distribute information in breach of, or which allude to the breach of, applicable laws and regulations.

13.6   You undertake to indemnify Fortnox, our partners and employees for any claims from Customers and/or third parties arising out of your own and/or any others that you are responsible for using the API or API-content in breach of this Agreement.

13.7   You undertake to indemnify Fortnox, our partners and employees for any claims from Customers and/or third parties arising out of your own and/or any others that you are responsible for submitting incorrect information in the Services.

14   CLAIMS

14.1   Claims shall be made in writing and without undue delay from the time a party discovered or should have discovered a circumstance that causes the claim. Unless otherwise stated herein, the claim shall be made within two (2) months of the circumstance occurring, after which the claim otherwise lapses.

15   REVIEW

15.1   Fortnox has the right to carry out reviews in accordance with Fortnox Review Guidelines for Developers and App-market.

16   TERM AND TERMINATION

16.1   This Agreement, and your license to the API, enters into force when you accept this Agreement, and remains in force as long as Fortnox provides the API, unless previously terminated in accordance with this section "Term and Termination".

16.2   Fortnox reserves the right to immediately terminate this Agreement and to discontinue your use of the API if you use the API and/or the API-content in breach of the provisions set out herein. We also reserve the right to, based on our reasonable assessment and

following notice to you, in accordance with our Change Policy, permanently or temporarily discontinue the API and/or the API-content in part or in its entirety.

16.3   Fortnox has the right to terminate the Agreement, in whole or in part, immediately or at the time decided by Fortnox if you and/or others that you are responsible for, on repeated occasions, submits incorrect information to the Services.

16.4   Fortnox has the right to terminate the Agreement, in whole or in part, immediately or at the time decided by Fortnox if you haven't connected your Integrated Application with the Services within four (4) months after Fortnox has made the updated Service available to Customers.

16.5   Fortnox has the right to terminate the Agreement, in whole or in part, immediately or at the time decided by Fortnox if you and/or others that you are responsible for act in breach of Fortnox Review Guidelines for Developers and App-market, Fortnox Change Policy (http://developer.fortnox.se/change-policy/) Fortnox Trademark Guidelines (developer.fortnox.se/about-appmarket/guidelines landingpage), Fortnox Technical documents (developer.fortnox.se) and/or any other additional documentation and/or guidelines that Fortnox may issue.

16.6   A party has the right to terminate the Agreement with immediate effect if the other party's service falls below ninety-five (95) percent during three (3) calendar quarters.

16.7   You are entitled to at any time, without grounds and without cost terminate this Agreement. Such termination is carried out by discontinuing your use of the API by deregistering your account on Fortnox's website.

16.8   Regardless of what is otherwise provided in this Agreement, a party is entitled to terminate the Agreement with immediate effect if the other party;

a)   has committed a breach of the Agreement and fails to rectify it within thirty (30) days of receipt of the other party's written notice of the breach of the Agreement; or

b)   initiates liquidation proceedings, applies for or is bankrupt, suspends payments or is otherwise feared to be heading for insolvency.

16.9   If your right to use the API and/or the API-content is terminated, you are liable to immediately discontinue and erase your connection to the API and any references to our trade name and our trademarks used in your Integrated Application or your products and/or services.

16.10   Fortnox has the right to terminate this Agreement, in whole or in part, immediately or at the time when Fortnox decides, and you have to immediately notify Fortnox, if your ownership or your business is substantially changed or if you dispose of a substantial part of your assets.

16.11   From the date the Agreement is terminated, you and your Customers will no longer have the right to have the Integrated Application connected to the Services. At the request of the Customer, the Customer's data shall be deleted by you in the Integrated Application.

17   CONFIDENTIALITY

17.1   The Parties undertake not to disclose "Confidential Information" to third parties, without the consent of the other party, during the term of the Agreement and thereafter. Confidential Information means any information of an economic, technical, commercial or other nature relating to a party or to a party´s affiliated company, regardless of the information being documented in writing or not, that a party will gain access to in connection with the Agreement or related circumstances (whether obtained directly from the other party or third parties or is generated during the

agreement period). However, Confidential Information should not be considered information that a party can show;

a) is publicly available or becomes publicly available in any other way than through the information recipient's breach of the other party;

b) that a party has produced independently of the other party, its Confidential Information and regardless of the parties' agreement;

c) that the party has been given access to by third parties without obligation of confidentiality; or

d) that party, without being subject to confidentiality, had knowledge of when the party received it from the other party.

17.2 Regardless of clause 17.1 Fortnox has the right to disclose the following Confidential Information to Fortnox group companies, partners and/or subcontractors;

a) information on who you are;

b) other information that is required in order for Fortnox, partner or subcontractor to be able to deliver and/or develop the Services; and

c) information that needs to be disclosed in order for other partners providing services that are closely related to Fortnox Services to be able to deliver and/or develop such services.

17.3 The parties further undertake not to use Confidential Information for any purpose other than to fulfill their rights and obligations under the Agreement.

17.4 Each party undertakes to ensure that only the employees and subcontractors that require direct access to Confidential Information to fulfil the party's obligations under the Agreement is given access to such information. If a subcontractor is engaged each party undertakes to ensure that it is covered by at least the same confidentiality obligations as set forth herein.

17.5 Notwithstanding anything to the contrary in this Agreement, a party has the right to disclose Confidential Information or other information when such party is obliged to disclose the information in accordance with law, decisions by court or authority or binding stock exchange rules or if the information is subject to a decision on coercive funds from crime investigating authority (e.g. Police, Prosecutor's Office or the Economic Crime Authority) or otherwise related to criminal suspicion on which prison can follow.

18   FORCE MAJEURE

18.1 Neither party shall be liable for any default or delay in the performance of its obligations under the Agreement if the default or delay is caused by an event outside the party's control and which the party could not reasonably foresee or prevent, such as acts of war, governmental actions, new or amended legislation, labour conflicts, trade- or currency restrictions, blockade, fire, flooding, or similar events

18.2 A party invoking relief from its obligations under this section 18 must without delay inform the other party in writing of the beginning and the end of the force majeure occurrence.

18.3 Regardless of what is provided in this section 18, a party may, without any sanctions, terminate the Agreement immediately by written notice to the other party if the performance of a material obligation under the Agreement is delayed more than six (6) months.

19   NOTICES

19.1   Each party shall designate a contact person who shall be responsible for the cooperation regarding the Agreement. Each party shall notify the other party of the designated contact person. The contact persons are entitled to represent the principal in matters concerning the implementation of the Agreement. Each party shall be responsible for the contact person having relevant qualifications.

19.2   Any notice, approval or other communication required or permitted under this Agreement will be given in writing. Any notice or other communication will be deemed to have been received if delivered by courier one (1) day after it is sent, if sent as a registered letter two (2) days after delivery and if sent by email immediately after being sent.

20   ASSIGNMENT

20.1   You are not entitled to transfer your rights and obligations under the Agreement to a third party. Fortnox reserves the right to, after notice to you, assign the Agreement to any of our group companies or to a third party which acquire our business, in part or in its entirety.

20.2   Regardless of above, both Fortnox and you have the right to outsource or delegate the performance of specific services to a subcontractor. However, a Party remains liable to the other Party with respect to all obligations imposed on or delegated to subcontractors.

21   GOVERNING LAW AND DISPUTES

21.1   This Agreement shall be governed by and construed in accordance with the laws of Sweden.

21.2   Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of 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 seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish.

21.3   The arbitration proceedings are confidential. Confidentiality applies to all information that is expressed in the proceedings, as well as decisions or awards given in the proceedings. You may not disclose information that is subject to confidentiality to any third party without the written consent of the other party. However, a party shall not be prevented from disclosing information required for it to protect its rights in the proceedings, or if such obligation follows from law, regulation, a decision by a public authority, or similar.

21.4   The parties may always apply to the competent Swedish court or other authority if the amount in the dispute is less than SEK 100,000.

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