

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1 Scope

- 1.1 These general terms and conditions (“**GTC**”) apply to provision of the Service provided by Supplier to Customer and form an integral part of the Service Agreement entered into between Supplier and Customer.

2 Definitions

- 2.1 In addition to the defined terms set out in the Agreement, unless context otherwise requires, the following definitions shall have the following meanings:

“**Agreement**” means the Service Agreement including these GTC and its other appendices.

“**Confidential Information**” means all material and information in whatever form received by one Party from the other Party and which is marked as confidential or should otherwise be understood to be confidential;

“**Customer Material**” means information or material, which Customer or any User has transferred to the Service and any data that is collected through the Service by Customer’s use of the Service;

“**Intellectual Property Rights**” mean copyrights, patents, utility models, registered or unregistered designs, trademarks, trade secrets and know-how, and other intellectual property rights, whether or not capable of registration;

“**User(s)**” means Customer’s employees and other third parties to whom Customer has granted a right to use the Service in accordance with the Agreement.

3 Customer’s Rights and Obligations

- 3.1 Customer shall be responsible for the Service being suitable for the purpose of use planned or intended by Customer.
- 3.2 Customer agrees to perform the tasks it is responsible for as agreed, with due care and in a timely manner.

- 3.3 Customer shall be responsible for entering Customer Material into the Service. Customer shall be responsible for the correctness and lawfulness of the Customer Material and its processing being valid and in accordance with laws and regulations. Customer shall also be liable to obtain all necessary consents for the collection and use of Customer Material as required by applicable law, including but not limited to applicable data protection laws.

- 3.4 Customer shall provide Supplier with sufficient and correct information, which Supplier reasonably needs for the performance of the Service and the tasks for which Supplier is responsible under this Agreement.

- 3.5 Customer shall be responsible at its own cost for obtaining and maintaining any and all necessary equipment, software, systems, applications, devices and data connections required for Customer to use the Service, in accordance with information given by the Supplier.

- 3.6 Customer shall be obliged to safeguard user names, passwords and other identifiers related to the Service. Customer shall be responsible for any use of the Service under its identifiers regardless of the identity of the user. Customer shall be obliged to notify Supplier if there is a reason to suspect or believe that an identifier related to the Service has been accessed by an unauthorised third party. Customer’s responsibility for the use of the Service shall continue until Supplier has had reasonable time to disable the user name, password or other identifier after Customer’s notification.

- 3.7 Customer shall be obliged to inform Users before the beginning of the use of the Service about the rights and obligations set forth in the Agreement. Customer will be liable for any acts or omissions by Users or by any third parties who within the Customer’s control.

4 Supplier's Rights and Obligations

- 4.1 In consideration of the fees paid by Customer under the Agreement, Supplier agrees to provide the Service and perform the tasks it is responsible for as agreed, with care and with the expertise the tasks require. Supplier undertakes to perform the Service substantially in conformity with the Agreement.
- 4.2 Service and any additional work or services provided by Supplier to Customer under the Agreement shall be performed in accordance with Supplier's standards, methods and practices. Supplier may freely change those standards, methods and practices at its discretion provided that such changes do not cause any additional expenses to Customer or reduce the quality of the Service.
- 4.3 Supplier's responsibilities set out in this Section shall be effective only to the extent that the Service is used in accordance with this Agreement. Supplier shall not be obliged to correct any defects, errors or failures nor shall Supplier be liable to compensate any costs or damages, which result from
- a) any use of the Service in breach of this Agreement or Supplier's guidance;
 - b) other software, system, database or other products or any amendment or correction made by Customer or a third party;
 - c) defect or malfunction of hardware, data connection or system for which Customer is responsible; or
 - d) the Service being connected to any third-party software or product which Supplier has not delivered.

5 Provision of the Service

- 5.1 The Service is provided "as is" and as it is available from time to time without warranty of any kind, express or implied including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. Supplier shall provide the Service in accordance with the agreed service levels.

- 5.2 Supplier shall be entitled to suspend the provision of the Service to Customer completely or partly due to the following reasons:

- a) suspension of the Service is necessary for performing repairs or maintenance work in respect of the Service or its part or other similar measures. Where reasonably possible, Supplier shall notify Customer of such interruption in advance;
- b) Customer has not paid any due and correct payment within ten (10) days of a written overdue payment reminder;
- c) Customer's action or any matter for which it is responsible has caused or causes problems, threat or damage to the Service or to other users of the Service;
- d) Supplier has a reason to suspect that Customer's identifiers related to the Service are unlawfully in third party's possession and the Service may be accessed via such identifiers;
- e) according to Supplier's reasonable understanding, the Service has been used or is used for operations violating the law or authoritative regulations;
- f) Customer is in breach of its obligations under the Agreement and has not corrected such breach of contract within seven (7) days from the Supplier's written notice specifying the breach.

- 5.3 Supplier shall have the right to further develop, amend and modify the Service at its discretion. Customer shall be notified of any material changes to the Service that require Customer actions, reasonably in advance. The responsibility to inform does not, however, concern urgent changes (e.g. data security updates or other measures estimated as sudden needs of change by Supplier).

6 Supplier's Consulting Services

- 6.1 Deployment of the Service, the related training of Users and any additional work or services that the Parties have agreed upon shall be delivered by Supplier to Customer as

a consulting service in accordance with the provisions set out in this Section 6.

- 6.2 Supplier shall be responsible for providing the consulting services substantially corresponding to what has been agreed upon in the Agreement or separately in writing.
- 6.3 Parties shall reserve any necessary workspace and equipment for their own part for the performance of the consulting services. Both Parties shall be responsible for making the decisions required for the implementation of the consulting services without delay.
- 6.4 Supplier's consulting services shall be regarded as accepted when Supplier has notified Customer that the consulting services have been performed and completed as agreed and Customer has notified Supplier in writing (including by e-mail) of acceptance of the results of the consulting services, or if Customer has not notified Supplier of any other than minor defects in writing within fourteen (14) calendar days from the delivery, or when Supplier has repaired the defects which Customer has notified Supplier within the aforementioned time.
- 6.5 If Customer has commenced using the results of the consulting services, the consulting services in question shall be regarded as accepted.
- 6.6 Customer shall be charged for the consulting services on time and materials basis after the performance of the same.
- 6.7 Supplier's responsibility for the defects in the consulting services shall be limited to reperforming the defected consulting services.

7 Prices and Payment Terms

- 7.1 The price of the Service shall be charged in accordance with Supplier's price list attached to the Service Agreement.
- 7.2 Supplier shall be entitled to adjust the prices set out in its price list by notifying Customer of the change in writing at least sixty (60) days before the effective date of the change.

7.3 The use of the Service is invoiced monthly in arrears. The term of payment is fourteen (14) days net from the date of the invoice. Interest on overdue payments shall accrue in accordance with the Finnish Interest Act.

7.4 All payments shall be made in Euros (EUR). All prices are exclusive of value added tax, which shall be added to the prices in accordance with the then-current and applicable regulations.

7.5 Unless otherwise agreed in writing, the consulting services and any additional work shall be charged from Customer on time and materials basis in accordance with Supplier's then-current price list.

8 Intellectual Property Rights

8.1 No existing Intellectual Property Rights will be assigned or transferred between the Parties.

8.2 Any and all rights, title and interest (including Intellectual Property Rights) in and to the Service and any software, components, materials and documentation used in its production and any results of the Service or consulting services or other work performed by Supplier shall vest in and be the sole and exclusive property of Supplier or its proprietors.

8.3 Supplier grants to Customer a limited, non-exclusive and non-transferable right to use the Service and the results of the consulting services for the duration of the Agreement in accordance with the terms and conditions of the Agreement provided that Customer duly pays all the agreed fees.

8.4 Customer's right to use the Service and the results of the consulting services is limited to the rights expressly granted in the Agreement any other rights are hereby reserved. Customer is not entitled to transfer or give the right to use the Service or documentation related to Service to any third party, unless expressly otherwise agreed in writing with the Supplier.

8.5 Customer retains ownership and the Intellectual Property Rights in Customer Material. Customer grants to Supplier free of

charge a right to process Customer Material in order to fulfil its agreed obligations. In addition, Customer grants to Supplier free of charge a perpetual, irrevocable and unlimited right to use and exploit information and generalized data derived from the Customer Material. Customer shall in every respect be responsible for the Customer Material.

- 8.6 Customer is granted a royalty-free and perpetual right to use the material, which has been produced by the Service, which arises in connection with the use of the Service and which is based on Customer Material.
- 8.7 In the event that the Service includes any third-party material, standard software or services, such third-party material, standard software or services shall be exclusively subject to the terms and conditions of the licensor or provider of the relevant material, software or service.

9 Data Security and Data Protection

- 9.1 Each Party shall ensure that the part of the Service and the Party's own environments, such as equipment, service production facilities and business premises, within that Party's responsibility under the Agreement, are protected against data security threats in accordance with the adequate data security procedures used by the Party and shall ensure that measures relating to data security and backup are complied with.
- 9.2 Each Party is responsible for the data security of its own data system and communications network. Neither Party is responsible for the data security of the general communications network or any disturbance in the general communications network or for any other impediment affecting the use of the Service beyond its control nor for damage resulting thereof.
- 9.3 Unless otherwise agreed expressly in writing, each Party shall be responsible for making back-up copies of its own data and data files and for verifying the functionality of such back-up copies.

9.4 Customer shall comply with all applicable data protection laws, including but not limited to the General Data Protection Regulation of the European Union (2016/679/EU, "**GDPR**"), which relate to Customer's activities or use of the Service or Customer Material.

9.5 In connection with the processing of personal data in the Service, Customer shall be the data controller referred to in the GDPR. Supplier shall process the personal data in question on Customer's behalf and by the order of Customer.

9.6 Parties have agreed on the processing of personal data in more detail on a separate appendix attached to the Service Agreement.

10 Confidentiality

10.1 In connection with the performance of the Agreement, each Party may disclose or otherwise give access to its Confidential Information to the other Party.

10.2 Each Party ("**Receiving Party**") agrees to keep confidential any Confidential Information received from the other Party ("**Disclosing Party**") under or in connection with the Agreement and shall not disclose the same to any third party without the prior written consent of the Disclosing Party. Receiving Party shall only use Confidential Information for the purposes of the Agreement. The foregoing shall not apply to any information disclosed by Disclosing Party that Receiving Party can prove:

- a) is in the public domain at the time of disclosure or later becomes a part of the public domain through no breach of the Agreement;
- b) is received by Receiving Party from a third party which is under no obligation of confidentiality with respect thereto;
- c) is known to Receiving Party prior to disclosure by Disclosing Party without any obligation of confidentiality;
- d) is independently developed by Receiving Party without using material or information received from Disclosing Party;

e) is required to be disclosed by law or any regulatory or supervisory authority (in which case Receiving Party shall use reasonable endeavours to notify Disclosing Party in advance of such disclosure and to limit the disclosure only to the extent required).

10.3 Receiving Party agrees to limit access to Confidential Information to its employees and the personnel of its subcontractors and professional advisors who have a need to know the same for the purposes of the Agreement; and who are subject to confidentiality obligations no less strict than set out herein. Receiving Party shall use all reasonable efforts to ensure that the Confidential Information is protected against unauthorised access or other use. Receiving Party shall notify Disclosing Party without delay if it becomes aware of any unauthorised access or use of the Confidential Information.

10.4 Confidential Information made available hereunder, including copies thereof, must be returned or destroyed upon request by Disclosing Party and at the latest upon the termination of the Agreement. However, Receiving Party is entitled to retain copies of Confidential Information required by mandatory laws or regulations.

10.5 The confidentiality obligations set out herein shall be subject to the rights set out in Section 8 and come into effect on the effective date of the Agreement and shall continue to be in force for five (5) years after the termination of the Agreement or any such longer period required by mandatory laws or regulations.

11 Force Majeure

11.1 Neither Party shall be liable for any delays or damages caused by an impediment beyond its control, which it could not have taken into account at the time of the conclusion of the Agreement, and the consequences of which could not have been avoided or overcome by such Party ("**Force Majeure Event**").

11.2 A Force Majeure Event suffered by a sub-contractor of a Party shall also discharge such Party from liability.

11.3 A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

12 Limitation of Liability

12.1 The total aggregate liability of a Party towards the other Party based on the Agreement shall not, including possible liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, exceed the monthly price for the Service multiplied by six (6).

12.2 Neither Party shall be liable for indirect or consequential damages, loss of profit, anticipated savings, loss of data or the cost of substitute goods or services.

12.3 These limitations of liability shall not apply to damages caused by wilful misconduct or gross negligence or a breach of the confidentiality obligations set out in Section 10.

13 Term and Termination

13.1 The Agreement shall become effective when duly signed by both Parties and shall remain in force until further notice.

13.2 Each Party has the right to terminate the Agreement for convenience with six (6) months' written notice thereof.

13.3 Each Party has the right to terminate the Agreement for cause with immediate effect upon written notice thereof in the event that:

a) the other Party is in material breach of its obligations under the Agreement and fails to remedy such breach within thirty (30) days of having been notified thereof by the other Party, provided that the breach is remediable; or

b) the other Party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors, becomes insolvent or the Party's financial standing otherwise worsens so that it is not reasonably able

to fulfil its obligations under the Agreement.

13.4 Any terms and conditions of the Agreement, which by their nature shall remain in force, shall survive the termination of this Agreement.

14 Governing Law and Dispute Resolution

14.1 The Agreement is governed and construed in accordance with the laws of Finland, excluding its choice of law provisions.

14.2 Any disputes arising from the Agreement will be primarily settled amicably through negotiations between the Parties. Should a settlement not be reached through negotiations, the disputes shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.

14.3 Notwithstanding the above, Supplier shall always be entitled to bring matters pertaining to undisputed invoice claims to a district court.

15 Miscellaneous

15.1 The Agreement together with its appendices constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement, and supersedes and replaces any prior proposals, negotiations, marketing materials, agreements and other written or oral communications between the Parties relating to the subject matter of the Agreement.

15.2 All amendments, changes or modifications to the Agreement must be made in writing and signed by authorised representatives of each Party in order to be effective.

15.3 Neither Party shall be entitled to assign the Agreement or any rights or obligations thereunder to a third party without the prior written consent of the other Party.

15.4 Unless otherwise agreed in writing, Supplier shall have the right to subcontract its

obligations under the Agreement. Supplier shall be liable for the performance of its subcontractors as for its own.

15.5 Customer grants Supplier the nonexclusive right to use and display the Customer's name and logo on Supplier's website and marketing collateral identifying Customer as a customer of Supplier.

15.6 Neither Party's failure to exercise any of its rights under the Agreement shall constitute or be deemed a waiver or forfeiture of those rights or any other rights hereunder.

15.7 If any term or provision of the Agreement is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected and the void, illegal or unenforceable term shall be replaced by a new one being as close to the replaced term as legally possible.