

GENERAL TERMS AND CONDITIONS FOR SPATINEO SOFTWARE SERVICES

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1. GENERAL

1.1 These General Terms and Conditions for Spatineo Software Services ("**Terms of Service**") form an integral and inseparable part of the agreement between Spatineo and the Customer ("**Agreement**"). The Agreement consists of a service order or a written offer of Spatineo ("**Service Order**"), these Terms of Service and any other appendices attached to the Service Order. These Terms of Service apply to all services provided by Spatineo to the Customer ("**Services**").

2. SERVICES

2.1 Any and all use of the Services is subject to these Terms of Service. By using the Services, the Customer agrees to be bound by the Agreement, including without limitation these Terms of Service.

2.2 The Services to be provided by Spatineo to the Customer have been set out in the Service Order. Any amendments or additions to any Service Order shall be made in writing to be valid and binding upon Spatineo. Nothing contained herein shall be deemed to constitute an obligation for Spatineo to enter into any Service Orders.

2.3 Unless expressly agreed otherwise in writing, the Services are supplied on an "as-is" and "as available" basis, without any service levels. If the Parties have agreed that service levels shall apply to the Services, any sanctions for the breach of such service levels shall constitute the entire liability of Spatineo and the Customer's sole remedy for failure to meet the agreed service levels.

3. SUSPENSION OF SERVICES

3.1 Spatineo may suspend the Services: (i) in order to comply with applicable laws or regulations; (ii) during maintenance, modification, repair and testing of the Services; (iii) due to any use of the Services by the Customer contrary to the terms and conditions of the Agreement; (iv) due to any event that endangers the provision or the security of the Services (including without limitation lost passwords and stolen user accounts); or (v) if any Fees due are not paid within fourteen (14) days of the receipt of a notice from Spatineo.

3.2 For the avoidance of doubt, Spatineo shall not be liable towards the Customer in any way due to a suspension of the Services, provided that such suspension has been caused by a reason set out in Section 3.1 above. Spatineo shall use its commercially reasonable efforts to ensure that the length of such suspension is kept to a minimum.

4. GENERAL OBLIGATIONS OF SPATINEO

4.1 Spatineo undertakes to provide the Services substantially in accordance with the Agreement. All obligations of Spatineo as regards the Services have been exhaustively set out in the Agreement and in particular in the service descriptions.

4.2 Spatineo has the right to change, modify or update the Services or any part thereof at any time, especially as regards any software provided, following further developments and advancements in technology, user interface or content, provided that any material changes to the Services that may affect the Customer's use of the Services in an adverse way are subject to prior notification issued by Spatineo at its reasonable discretion.

4.3 Spatineo shall have an obligation and the right to destroy all Customer Data in its possession within a reasonable time after Spatineo no longer needs the Customer Data (as defined in Section 5.6) for the provision of Services. For the avoidance of doubt it is stated that generalised reports which Spatineo generates based on the Customer Data are not subject to this obligation.

5. GENERAL OBLIGATIONS OF THE CUSTOMER

5.1 The Customer undertakes to pay all Fees for the use of Services and to use the Services always in accordance with the terms and conditions of the Agreement.

5.2 The Customer undertakes at all times (i) to use the Services in compliance with applicable laws, regulations, the Agreement and possible instructions provided by Spatineo; (ii) not to use the Services for any illegal, unauthorised, inappropriate or unethical purposes or activities or in any manner which would cause harm to Spatineo or its business; (iii) not to resell the Services or to use the Services to provide services similar to the Services, content services or service bureau services to any third party; (iv) not to use the Services in a manner which would endanger the data security of the Services or the use of the Services by Spatineo's other customers, including but not limited to introducing any viruses, worms, Trojan horses or other harmful, damaging or destructive programs or content to the Services.

5.3 The Customer shall obtain and maintain all necessary licenses, consents and permissions necessary to perform its obligations and exercise its rights under the Agreement.

5.4 The Customer shall fulfil all of its obligations (whether expressly set out in the Agreement or not) that are necessary for Spatineo to provide the Services to the Customer. The Customer shall in particular ensure that the necessary information, permissions and facilities are granted to Spatineo to enable it to provide the Services. The Customer shall be responsible for acquiring and maintaining the functional status of all hardware, connections and software that the Customer needs to use the Services. The Customer shall be responsible for the protection of the Customer's data systems as well as for any telecommunication and other costs related to use of the Services.

5.5 The Customer shall be responsible for ensuring that the Customer's employees maintain all credentials, such as user names and passwords in a secure manner and confidential, and do not disclose them to any third parties. The Customer shall be responsible for any and all use of the Services under its user accounts. The Customer undertakes to inform Spatineo without delay if any credential has been revealed to a third party or if the Customer has a reason to suspect misuse of a credential. The Customer shall change the password required for the use of the Services at regular intervals and always upon the request of Spatineo.

5.6 The Customer shall ensure that any and all information provided by the Customer to Spatineo ("**Customer Data**"), at any time will be true, accurate, current and complete, and Customer agrees to update such Customer Data as necessary to maintain conformity with aforesaid. Spatineo shall not be responsible for any Errors or other liabilities caused by inaccurate or incomplete Customer Data.

5.7 The Customer is solely responsible for taking back-up copies of the Customer Data (taking into account the right and obligation of Spatineo to destroy any Customer Data in its possession as set out in Section 4.3). For the avoidance of doubt it is stated that Spatineo does not offer any Customer Data storage services to the Customer.

5.8 The Customer is solely responsible that Customer Data sent to Spatineo contains no Personal Data (as defined in Section 11.1).

6. FEES AND INVOICING

6.1 The fees for the Services ("**Fees**") are set out in the Service Order. If the Fee for a particular Service has not been set out in the Service Order of elsewhere in the Agreement, the Fee shall be determined in accordance with Spatineo's price list as in force from time to time. Except for what has been set out in Section 9.3, all Fees are non-refundable.

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6.2 Fees for the **Spatineo Monitor** Service shall be invoiced upon the purchase of the Service and in advance for the whole term (the minimum term or subsequent terms, as applicable).

6.3 Fees for the **Spatineo Performance** Service shall be invoiced upon the purchase of the Service.

6.4 The payment term is thirty (30) days net from the date of the invoice. Late payment interest accrues in accordance with the Finnish Interest Act (633/1982, as amended) from the due date until the payment is made in full.

6.5 Payments shall be made in euro and the prices are quoted exclusive of any taxes (such as VAT) or other charges, which taxes and other charges shall be added to the prices at the time of invoicing in accordance with the then applicable tax laws and regulations.

6.6 A change in the price list for the Services shall be notified by Spatineo to the Customer in writing at least three (3) months prior to such change taking effect. In the case of a price increase, the Customer shall have the right to terminate the Agreement as of the effective date of the price increase by a written notice to Spatineo which notice shall be issued prior to the effective date of the price increase. Any price list changes shall not apply to Services purchased prior to the effective date of such change (for the avoidance of doubt, the changed price list shall be applied to any renewals of such Services). If the Customer does not issue a termination notice as set out above, the price increase shall be deemed to be approved by the Customer.

7. TRIAL PERIOD

7.1 Upon request by the Customer, Spatineo may in its sole discretion grant the Customer a trial period ("**Trial Period**") to test the Services without the obligation to pay Fees for the Services. A Trial Period is always subject to the express written consent and instructions of Spatineo. Spatineo may, in its sole discretion, terminate any Trial Period at any time, effective upon notice.

7.2 These Terms of Service shall apply also during the Trial Period, save for the Customer's obligation to pay Fees for the Services during the Trial Period.

7.3 If the Customer continues to use the Services after the Trial Period, the obligation of the Customer to pay Fees for the Services begins on the date when the Trial Period ends.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All right, title and interest, including all intellectual property rights to the Customer Data shall remain the sole and exclusive property of the Customer and/or its licensors'.

8.2 All right, title and interest, including all intellectual property rights, in and to the Services (including without limitation any software, reports and other material produced by Spatineo in connection with the providing of the Services, including any generalised reports based on the Customer Data) and any modifications, amendments or derivatives thereof are vested in and are the sole and exclusive property of Spatineo and/or its licensors'.

8.3 Subject to full and due payment of all Fees, Spatineo grants the Customer for the term of the Agreement a non-exclusive, non-transferable, non-sublicensable, revocable and limited licence to use the Services for its own internal business purposes.

8.4 The Customer grants to Spatineo for the term of the Agreement, a non-exclusive, limited license to use the Customer Data for the purposes of fulfilling its obligations under the Agreement. The Customer represents and warrants that it has the right to grant the license to the Customer Data to Spatineo as set out above.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

9.1 Spatineo shall defend the Customer against any third party claims or actions where a third party claims that the Services or the use of the Services in accordance with the terms and conditions of the

Agreement infringes upon the intellectual property rights of a third party valid in the European Economic Area, provided that the Customer: (i) notifies Spatineo of such claim immediately upon becoming aware of such claim; (ii) provides Spatineo, free of charge, with all available information, permissions and assistance; (iii) grants Spatineo the sole and exclusive right to control the defence of the claim; and (iv) does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of Spatineo. If the Customer has acted in accordance with the aforesaid, Spatineo shall pay any damages finally awarded to the third party claimant by a competent court of law or court of arbitration.

9.2 If Spatineo justifiably deems that the Services infringe or may infringe upon any third party intellectual property rights, Spatineo shall have the right, at its own expense and in its sole discretion, to (i) acquire for the Customer the right to continue the use of the Services; or (ii) replace the Services; or (iii) modify the Services to the extent necessary to avoid the infringement.

9.3 If none of the alternatives defined in Section 9.2 are available to Spatineo on commercially reasonable terms and/or without the significant loss of time, Spatineo shall have the right to terminate the Agreement or the relevant Services subject to a notice period set by Spatineo, upon which termination the Customer agrees to cease the use of the Services and Spatineo agrees to reimburse the Fees paid by the Customer for the terminated Services, less a proportion equal to the use of the Services by the Customer.

9.4 The indemnity set out in this Section 9 shall not apply to any claim or action that: (i) is asserted by a party, which exercises control over the Customer or which is controlled by the Customer within the definition of control set out in the Finnish Accounting Act (1336/1997, as amended); (ii) results from alteration of the Services by the Customer or from compliance with the Customer's written instructions; (iii) results from use of the Services in combination with any product or service not supplied or approved by Spatineo; or (iv) could have been avoided by the use of a released product or service that complies with the Agreement and corresponds with the Services and which product or service is offered for use to the Customer by Spatineo without a separate charge.

9.5 This Section 9 sets out the entire liability of Spatineo and the Customer's sole remedy in case of any infringement of any intellectual property rights.

9.6 The Customer shall indemnify and hold Spatineo harmless against any claims or actions that the Customer Data infringes on the intellectual property rights or any other rights of any third party.

10. CONFIDENTIALITY

10.1 A Party ("**Receiving Party**") may receive material and information from the other Party ("**Disclosing Party**"), in whatever form, under or in relation to the Agreement (including but not limited to the terms of the Agreement), and which information is marked as confidential or which should be understood to be confidential ("**Confidential Information**").

10.2 The Receiving Party shall keep the Confidential Information as confidential and shall not use, copy, reproduce, store or refer to the Confidential Information for any other purpose than for the purpose of fulfilling its obligations under the Agreement, and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

10.3 The confidentiality obligations set out herein shall not apply to Confidential Information which (i) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party; (ii) was lawfully and rightfully known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party and who was entitled to disclose such

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information, or; (iv) was independently developed (by personnel having no access to the Confidential Information) by the Receiving Party as proven by the written records of the Receiving Party.

10.4 The obligations of confidentiality set out herein shall not prevent a Party from disclosing Confidential Information where it is required to do so under any mandatory law, or by an order of a court or governmental body of authority of competent jurisdiction, or by any mandatory requirement of a regulatory authority. If legally possible and applicable, the Receiving Party shall notify the Disclosing Party of such an order to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make an effort to protect any Confidential Information.

10.5 Each Party shall have the right to use the professional skills, know-how and experience acquired in connection with the performance of its obligations under the Agreement, provided that this does not result in any breach of this Section 10.

10.6 Each Party agrees to protect the confidentiality of the Confidential Information at least with the same degree of care as it exercises in respect of its own confidential information and trade secrets, however never with less than reasonable care.

10.7 The obligations set forth in this Section 10 shall apply for a period of five (5) years as of the date of disclosure of the Confidential Information in question, and shall survive the termination of the Agreement.

10.8 Notwithstanding the foregoing, should a separate non-disclosure agreement have been entered into between the Parties prior to the signing of the Agreement, the terms of that separate non-disclosure agreement shall prevail to the extent they would provide better protection for the Confidential Information of the Disclosing Party than the Agreement.

11. PERSONAL DATA

11.1 To the extent Customer Data includes any information on a private individual and any information on his/her personal characteristics or personal circumstances, where these are identifiable as concerning him/her or the members of his/her family or household ("**Personal Data**"), then Spatineo agrees to comply with its obligations under the Finnish Personal Data Act (523/1999, as amended) relating to privacy and data protection. Furthermore, with respect to any Personal Data included in the Customer Data relating to or collected from any European Union data subject, Spatineo will process all Personal Data transferred to Spatineo by Customer only as a data processor on behalf of the Customer and otherwise in accordance with the EU General Data Protection Regulation (2016/679) and the Finnish Personal Data Act (523/1999), as amended).

11.2 The Customer shall be regarded as a data controller in accordance with the applicable law and be responsible for the lawful processing of Personal Data. For example, the Customer is responsible for obtaining the necessary licenses, permits and consents for the processing of Personal Data.

12. WARRANTY

12.1 An "**Error**" shall mean a reproducible, substantial deviation of the Services from what has been set out in the Agreement. The Customer shall immediately notify Spatineo of an Error with a detailed description of the Error and the circumstances under which it appeared. The Customer shall provide Spatineo with a detailed report on the Error, including screenshot of the Error and any related error reports, if possible. Spatineo shall use its commercially reasonable efforts to remove or remedy the Error without undue delay. The Customer shall use its commercially reasonable efforts in supporting Spatineo in such cases. Spatineo may

also remove an Error by providing the Customer with instructions on how the Error can be avoided.

12.2 This Section 12 sets out the entire liability of Spatineo and the Customer's sole remedy as regards any Errors in the Services.

13. LIMITATION OF LIABILITY

13.1 Spatineo's total aggregate liability under or in relation to the Agreement shall be limited to an amount corresponding to fifteen percent (15 %) of the Fees paid by the Customer to Spatineo during the twelve (12) months immediately preceding the incident on which the claim is based.

13.2 Neither Party shall be liable for indirect or consequential damages, loss of profits, loss of data or damages caused due to decrease or interruption in turnover or production.

13.3 The limitations of liability set out in this Section 13 shall not be applicable to liability under Section 9 (Intellectual Property Rights Indemnification), Section 10 (Confidentiality) or to liability caused by the use of the Services contrary to the terms of the Agreement or to damages caused by wilful misconduct or gross negligence.

14. TERM AND TERMINATION

14.1 The Agreement shall become effective after both Parties have signed the Service Order, or after the Customer has accepted the Service Order, if the Service Order is a binding offer of Spatineo.

14.2 The Agreement shall remain in force until terminated by a Party or until all agreed Services have been performed by Spatineo.

14.3 The **Spatineo Monitor** Service shall have a minimum term set forth on the Service Order which minimum term shall be either six (6) months or twelve (12) months, starting from the date set out in the Service Order. Thereafter, Spatineo Monitor Service is automatically renewed for a new period of equivalent length, unless terminated by a Party by a written notice issued at least one (1) month prior to the end of the then current term.

14.4 The **Spatineo Performance** Service shall have a term of twelve (12) months, starting from the date set out in the Service Order. If the Parties agree on a new term prior to expiration of the current term, the tests purchased for the current term shall be usable during such new term. If no new term is agreed during the current term as set out above, any unused tests included in the test package for the current term shall expire upon the expiration of the current term, and may not be used after such expiration date. For the avoidance of doubt, Spatineo shall in no way be liable towards the Customer for any expired tests.

14.5 A Party may terminate the Agreement for cause if: (i) the other Party becomes insolvent, or initiates or becomes the subject of bankruptcy, liquidation, or debt restructuring proceedings; or (ii) the other Party is in material breach of the Agreement and does not remedy such breach within thirty (30) days of the receipt of a written notice describing the breach.

15. CHANGES

15.1 Spatineo has the right to change or amend these Terms of Service subject to a three (3) months' prior written notice to the Customer.

15.2 Should the Customer not accept the new Terms of Service, the Customer shall have the right to terminate the Agreement on the effective date of the new Terms of Service by a written notice of termination to Spatineo, which notice shall be issued prior to the effective date of the new Terms of Service.

15.3 By continuing or resuming using the Services following the effective date of such changes or amendments, the Customer agrees to be bound by the new Terms of Service and the updated Agreement.

15.4 Any other changes to the Agreement shall be made in writing.

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16. MISCELLANEOUS

16.1 The Customer grants Spatineo the right to use the Customer's name, logo and contact information in its written and electronic customer and partnership listings and in its marketing, including but not limited to material posted on the Internet.

16.2 Spatineo shall have the right to use subcontractors for the performance of its obligations under the Agreement. Spatineo shall be responsible for the performance of its subcontractors as for its own performance.

16.3 Any notices regarding the Services or the Agreement shall be sent by email, unless otherwise specified in the Agreement.

16.4 No failure or delay of a Party to exercise its rights hereunder shall be deemed to be a waiver of such rights.

16.5 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

16.6 A Party may not assign the Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Spatineo shall, however, have the right to assign the Agreement in whole or in part in connection with a sale of its business or a substantial part thereof.

17. FORCE MAJEURE

17.1 A Party shall not be liable towards the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure.

17.2 Events of force majeure are events beyond the control of the Party which were not reasonably foreseeable at the time of signing of the relevant Service Order and the effects of which are not capable of being overcome without unreasonable expense to the Party concerned. Events of force majeure shall include without limitation errors in public communication networks or electricity supplies, strikes, lockouts, boycotts and other industrial actions (including when the Party concerned is the target or party to such action), war, civil unrest, terrorist attacks, natural disasters, fire and explosions.

17.3 In the event that the delay or non-performance of either Party hereto continues for a period of sixty (60) days due to reasons of Force Majeure, then the other Party shall have the right to terminate the Agreement with immediate effect without liability.

17.4 An event of Force Majeure of a subcontractor of Spatineo shall be considered an event of Force Majeure of Spatineo.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1 The Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

18.2 Any dispute arising from or related to the Agreement shall be primarily settled through mutual negotiations between the Parties. Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within thirty (30) days from the date when a Party has requested in writing to commence with the aforementioned negotiations, the dispute shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland. The language of the arbitration shall be English.

18.3 Nothing herein shall be deemed to prevent a Party from seeking interim injunctive relief or such other relief as may be available under the applicable law.