

## GENERAL TERMS AND CONDITIONS OF SMARTCRAFT FINLAND / SAAS-SERVICE

### 1 Scope

These general terms and conditions ("**General Terms**") apply to all Software-as-a-Service services and other related services provided by companies belonging to the SmartCraft Group ("**Supplier**"), unless otherwise agreed in writing. The Supplier and the Customer are hereinafter jointly referred to as the "**Parties**" and each separately as a "**Party**".

### 2 Definitions

2.1 In these General Terms, the following terms shall have the meanings defined below:

"**Customer**" means the entity or organization using the Service.

"**Customer Material**" means the Customer's own information and material transferred by the Customer to the Service.

"**Price List**" means the Supplier's service price list valid from time to time, which is available to the Customer through the SaaS-app or on the Supplier's website.

"**User**" means the named users of the Service who, authorized and under the responsibility of the Customer, use the Service after having accepted its terms of use.

"**Service**" means the Software-as-a-Service service provided by the Supplier and any other services separately agreed in writing that the Supplier provides to the Customer.

"**Agreement**" means these General Terms, the Price List and any other contractual documents or terms agreed in writing.

### 3 Conclusion of the contract

3.1 The Supplier and the Customer enter into a separate service agreement for the Service. If no separate service agreement is drawn up, the Supplier's offer and the Customer's order confirmation and these General Terms constitute an agreement. The Agreement is concluded when the Service Agreement has been signed, an order confirmation has been delivered or the Service has been opened for the Customer's use ("**Agreement**").

3.2 If there is a conflict between a separate service agreement and these General Terms, what has been agreed in the service agreement shall prevail. Unless otherwise agreed in the Service Agreement, the following order of precedence shall prevail in the event of a conflict: (i) Service Agreement, (ii) Service Description, (iii) Price List, (iv) General Terms.

### 4 Service

4.1 The Supplier shall provide the Service in accordance with the Agreement, carefully and professionally. The Supplier has the right to produce the Service in the manner it deems best and using the working methods, technologies and processes of its choice.

4.2 The Customer shall receive a right of use or license to the Service in accordance with the terms of the Agreement for the duration of the Agreement. The license or license is non-exclusive.

4.3 The service is delivered via telecommunications or data network, for example via the Internet or other data connection.

4.4 The Service does not contain any other software than the Supplier's SaaS-application or any devices, data connections, subscriptions or other resources required for the use of the Service, such as information security or protection systems. Customer is responsible for the acquisition, costs and expenses, installing and configuring such resources required to use the Service.

4.5 The Service is provided "as is". The Customer is responsible for the suitability of the Service for the Customer's intended use.

4.6 The Customer has the right to use the Service only in its own operations, and the Customer has no right to sell or distribute the Service to any third party or use the Service in the interest of any third party or otherwise commercially.

### 5 Provision and acceptance of the Service

5.1 The Service is provided when the Supplier notifies the Customer that the Service is available. If the delivery of the Service is delayed for a reason beyond the control of the Supplier (for example, due to a reason attributable to the Customer or a subcontractor), the Supplier may extend the start of the delivery of the Service for the duration of the delay.

5.2 The Customer shall provide the Supplier with sufficient and correct information for the delivery of the Service and contribute to the delivery of the Service. The Customer is responsible for the information provided to the Supplier and for updating the information.

5.3 After delivery, the Customer must check the functioning of the Service and report about any defect without delay. The Service is deemed accepted if the Customer has not reported a defect in the Service within seven (7) days of the delivery of the Service or after the Customer has started using the Service. Such defects or defects that do not materially hinder the use of the Service are not considered defects and do not prevent the acceptance of delivery, but the Supplier is obligated to correct them without undue delay.

## 6 Service availability and service level

6.1 The Service is intended to be made available to the Customer continuously at all times of the day in accordance with the terms and conditions of the Agreement, excluding temporary service interruptions that have been separately agreed between the Supplier and the Customer, or that are caused by, for example, installation and modification work or maintenance, upgrade, repair or servicing measures or *force majeure*. If reasonably possible, the Supplier shall notify of any interruptions in advance. The Supplier shall not be liable for any service interruptions referred to above.

## 7 Service change

- 7.1 The Supplier has the right to change the methods, programs, devices, telecommunications connections or technology used in the production of the Service and the technology and use of the Service.
- 7.2 The Supplier shall notify the Customer in advance of any changes to the Service or, if this is not reasonably possible, without delay after the Supplier has been informed of the matter in question.
- 7.3 If the change materially affects the content of the Service, the Supplier shall notify the Customer of the change at least ninety (90) days before the effective date of the change and the Customer has the right to terminate the Agreement with thirty (30) days' notice. Such termination shall be made in writing no later than fourteen (14) days after the effective date of the change.

## 8 Defects

- 8.1 A defect in the Service shall be deemed to exist if the Service deviates substantially from the description or specification of the Service in the Agreement or in the service or interface description and if this deviation significantly complicates the use of the Service. A failure in the telecommunication or data transfer services or availability is not a defect in the Service.
- 8.2 The Supplier strives to correct errors and deficiencies detected in the Service within a reasonable time, taking into account the significance of the error or deficiency for the functionality of the Service.

## 9 Technical support

- 9.1 The supplier's technical support is available by email from 08:00 to 16:00 on weekdays.
- 9.2 The technical support service only covers technical faults related to the Service and does not cover user information and advice, user support, training, remote consulting or business consulting. The Supplier may provide user support, training, remote consulting and business consulting, if separately agreed so.

## 10 Suspension of service delivery

- 10.1 The Supplier has the right to suspend the delivery or use of the Service in whole or in part if
- (i) The Customer's payments under the Agreement remain unpaid for more than ten (10) days despite the Supplier's payment reminder;
  - (ii) Suspension is necessary to carry out the operations referred to under section 6.1;
  - (iii) the Service has been used in violation of the terms of the Agreement and such violation has not been corrected despite the Supplier's notice, or this has caused damage or disturbance to the operation of the Service, the Supplier or other users;
  - (iv) The Customer has been filed for liquidation, bankruptcy or declared insolvent;
  - (v) Customer fails to comply with the terms of the Agreement;
  - (vi) the suspension is necessary to address the security threat; or
  - (vii) a decision of the competent authority or court so requires.
- 10.2 The Supplier shall not be liable to compensate the Customer for any damage caused by the above-mentioned suspension of Service or cancellation of the Service, or to reduce or remove license fees or pay any other compensation in such event.
- 10.3 The Supplier may charge a service fee in accordance with the Price List for reopening the Service if the suspension is due to the Customer.

## 11 Customer's use of the Service

- 11.1 The Customer has the right to use the Service in accordance with the Agreement, the law and good practice. The Customer undertakes to comply with the Supplier's instructions concerning the use of the Services. The Customer is responsible for ensuring that the obligations and actions for which the Customer is responsible are carried out carefully and as required by the Agreement.
- 11.2 The use of the Service requires that the user designated by the Customer has accepted the terms of use of the Service applicable to the user.
- 11.3 The usernames and passwords entitling the user to use the service must be stored appropriately and carefully. The Customer is responsible for the use of the Service with their credentials. The Customer undertakes to notify the Supplier without delay if the usernames or passwords have become known to a third party without permission or in case of misuse of the username or password.
- 11.4 The Customer is responsible for the content, correctness and legality of the Customer's material in the Service and for ensuring that the material does not infringe the rights of a third party or cause damage to the Supplier or third parties. The Supplier has the right, without consulting the Customer, to remove the infringing

material and/or prevent its use and/or close the Service.

- 11.5 The Customer is responsible for the acquisition, functionality and security of devices, software, telecommunications connections and related services that are not included in the Agreement and required for the use and utilisation of the Service.
- 11.6 The Customer's equipment and software shall not interfere with or interfere with the operations or telecommunications of the Supplier or any other party. The Customer shall be liable for any damage caused to the Supplier's telecommunications network or to the equipment or software used in the provision of the Service.
- 11.7 The Customer connects its information system and telecommunications network or parts thereof to the Service and uses the Service at its own risk.
- 11.8 The Customer shall notify the Supplier without delay of any changes it has made to its own systems that may affect the Service or its provision. The Supplier has the right to charge in accordance with the Price List for additional work required by such changes and required to ensure the availability of the Service.
- 11.9 The Service and its applications or software may not be disassembled and reassembled (*reverse engineering*) or otherwise deciphered or copied. Customer may not develop, alter or modify the Service or any applications or software included in it.
- 11.10 The Customer does not have the right to transfer access rights to the Service to third parties without the prior written consent of the Supplier, with the exception of third parties acting on behalf of the Customer who the Customer has indicated as users of the Service. The Customer and third parties acting on behalf of the Customer have the right to use the Service and material for the duration of the Agreement in the Customer's business operations.
- 11.11 The Customer and third parties acting on behalf of the Customer have the right to use the material obtained from the Service before the termination of the Agreement, produced by the Customer from or with the help of the Service also after the termination of the Agreement.

## 12 Customer material

- 12.1 The Supplier has the right to use the Customer's material to produce the Service in accordance with the Agreement. Based on the Agreement, no ownership, copyrights or other intellectual property rights are transferred to the Supplier to the Customer's own material or material disclosed by the Customer to the Supplier or stored in the Service.
- 12.2 The Supplier shall not disclose the Customer's information, materials or access rights to the

Service to anyone other than the Users designated by the Customer. At the request of the Customer, the right to use the Customer's data and material can be defined on a project- and user-specific basis.

- 12.3 However, the Supplier has the right to collect and store and process anonymous data collected through the Service during and after the termination of the Agreement for statistical purposes. The data may be based on the Customer's material and the information collected based on it.
- 12.4 The Supplier shall not be liable for any damage caused by any delay, alteration or loss of the Customer's material transmitted using the Service.
- 12.5 The Supplier has the right to monitor the communications and traffic passing through its service environment in order to ensure and develop the operation of the Service and to detect possible misuse within the limits permitted by legislation and operator and other cooperation agreements concluded by the Supplier from time to time. In addition, the Supplier may process both the Customer's material and message identification and location data for the implementation, use, technical development and invoicing of the Service.

## 13 Prices and fees

- 13.1 The prices of the Service are indicated in the Agreement and/or Price List. The Supplier reserves the right to change prices. The price of the Service is in accordance with the Price List valid from time to time, unless otherwise agreed in the Agreement. Value added tax and any other taxes and charges imposed by law or the authorities are added to the prices in accordance with the regulations in force at the time.
- 13.2 Service and license fees are invoiced monthly.
- 13.3 The Supplier shall notify of price changes at least 30 days before the change enters into force. Price changes may be announced on the Supplier's website. The price change will not affect charges for the billing period that began before it takes effect. Price changes due to laws, decrees or measures taken by the authorities shall enter into force immediately from the entry into force of the provisions.
- 13.4 The payment term is fourteen (14) days from the invoice date. Interest on arrears shall be added in accordance with the Interest Act in force at any given time. The Supplier has the right to collect reminder and collection fees in accordance with the Price List. The Customer must make comments on invoices within seven (7) days of the invoice date.
- 13.5 Invoices are delivered as e-invoices to the billing address provided by the Customer. Paper invoices

may be subject to an additional fee according to the Price List.

- 13.6 Service and licence fees do not include travel, accommodation and/or daily allowance costs. The Supplier does not charge travel, accommodation and/or daily allowance costs for trips to the Helsinki metropolitan area. Reimbursements for travel, accommodation and daily allowances outside the Helsinki Metropolitan Area are charged in accordance with the Price List. Possible trips outside the Helsinki metropolitan area shall be agreed with the Customer in advance in writing.
- 13.7 If the Customer does not accept the price increase, the Customer has the right to terminate the Agreement on the effective date of the change by notifying this in writing at least 14 days before the change enters into force. If the Customer has not terminated the Agreement, the price change shall enter into force in accordance with the Supplier's notification.

#### **14 Subcontracting**

- 14.1 The Supplier has the right to use subcontractors to perform its duties under the Agreement and to produce the Service. The Supplier is responsible for the performance of its subcontractors as if it were its own.

#### **15 Security**

- 15.1 The Supplier is responsible for ensuring that the information security of the Service has been implemented with appropriate technical solutions that correspond to the service levels stated in the Agreement and general good practices in the field.
- 15.2 The parties are responsible for their own telecommunications connections, hardware, software, data networks and their information security, such as antivirus and firewall. The Supplier shall not be liable for any deficiencies in the Service caused by the hardware or software environment for which the Customer is responsible, or for disruptions in telecommunications connections or their incompatibility with the Service.
- 15.3 The Supplier's liability for the availability of the Service is limited to the SaaS-application and its maintenance environment, and the Supplier's liability does not extend to the Customer's or a third party's information or information security systems, data connections, devices or software.
- 15.4 The Customer is responsible for the data protection and information security of its own computer, information system, local area network or other similar telecommunications device or system. The Customer shall be liable for the consequences of its negligence in this regard and for any damage caused to the Supplier or third parties by viruses and other malware introduced into the service network by the Supplier. The

Customer is responsible for ensuring that the settings of its own networks and their components related to the Service correspond to the instructions given by the Supplier in writing.

#### **16 Data protection**

- 16.1 The processing of personal data shall be in compliance with current data protection legislation and possible processing agreements concerning the processing of personal data.
- 16.2 The Supplier processes information about the Customer and users disclosed upon starting to use the Service and the conclusion of the Agreement, as well as information related to the use of the Service and communication between the Supplier and the Customer about the Customer's employees and customers or business partners. The Customer accepts that in order to perform the Service, the Supplier may process said personal data and/or disclose it to its subcontractor for processing.
- 16.3 The Customer is responsible for obtaining the consents and permissions required for the aforementioned processing of personal data and for other actions necessary for the processing of the aforementioned personal data. The Customer is the controller of the personal data referred to in this section.
- 16.4 The Supplier uses and utilises the information collected or created from the use of the Service to improve the Service and to develop other products. Usage data may be aggregated from the Customer's material or other information related to the use of the Service from which the Customer or persons cannot be identified.

#### **17 Confidentiality**

- 17.1 The Parties undertake to keep confidential and not to disclose confidential information of the other Party to any third party without the written permission of the other Party, unless otherwise agreed in the Agreement or required by mandatory legislation or orders by authorities.
- 17.2 Confidential information refers to the business and professional secrets of the Supplier or the Customer and their group companies, such as information about the other party's business, customers, terms and conditions of the service agreement, service description, technical or functional implementation of the service, technical description, plans, financial information and pricing, subcontractors and partners.
- 17.3 Each Party is responsible for ensuring that its employees and subcontractors comply with the confidentiality provisions of this Agreement.
- 17.4 For the purposes of this paragraph 17 confidential information does not include:
- (i) information which the recipient demonstrates was in the possession or

- knowledge of the receiving Party prior to disclosure and which the recipient has legitimately obtained;
- (ii) information that is or becomes public other than as a result of the action, breach of contract, negligence or contribution of the receiving Party;
- (iii) information obtained by the recipient from a third party who was entitled to disclose the information; or
- (iv) information that has been independently developed by a Party without breach of contractual obligations or without utilising material or information obtained from the other Party.

17.5 Upon termination of the Agreement, the Parties are obligated to immediately cease the use of confidential material and confidential information received from the other Party and, if requested by the other Party, to destroy or return the material to the other Party. However, the Supplier has the right to retain copies of the material required by law or official regulations. In addition, the Supplier has the right to maintain normal backup copies of the content of the material and the right to process anonymous data as set out in section 12.

17.6 Notwithstanding the confidentiality obligation, the Supplier has the right to utilise the professional skills and experience acquired in connection with the provision of the Service.

17.7 The confidentiality obligations of this section 17 shall survive termination of the Agreement.

## 18 Intellectual property

18.1 The Customer shall have the license to use the Service and its own data in accordance with the Agreement. The software products and applications related to the Service that are used, modified, generated and applied during the Agreement are the sole property of the Supplier.

18.2 The ownership of or any intellectual property rights related to the Service or software and other material related to the Service shall not be transferred or assigned from the Supplier to the Customer.

18.3 The Supplier is responsible for ensuring that the Service or the use of the Service in accordance with the Agreement does not infringe the rights of third parties.

18.4 The Customer does not have the right to transfer or otherwise partially transfer or sublicense the rights to use the Service. The Customer does not have the right to change or copy the Service or related material.

18.5 The software on which the Service is based and the ownership rights of its parts and development tools, as well as the related intellectual property rights, belong to the Supplier and/or a third party contracted by the Supplier.

18.6 The ownership rights and intellectual property rights of any updates or development of the software, its components or development tools and to any additional work ordered by the Customer belong to the Supplier. The Supplier may use the updates created as a result of the development work as part of the Service to be sold. The Supplier and the Customer may separately agree on updates and development that are not offered to other Customers as part of the Service, but the ownership and intellectual property rights to these updates and developments also belong to the Supplier.

18.7 The Supplier shall not be liable to the Customer for infringement of the intellectual property rights of third parties caused by the Service being used for a purpose for which it has not been designed or approved or by using the Service contrary to the Agreement or in violation of current legislation.

18.8 The Customer is obliged to notify the Supplier without delay if a third party claims that the Service infringes its intellectual property rights.

18.9 If the Supplier considers that the Service or any part thereof infringes the rights of a third party, the Supplier shall have the right, at its expense, to either: i) obtain the right to continue using the Service for the Customer; ii) change all or part of the Service; or iii) change the Service so that the infringement ceases. If none of the above options is possible for the Supplier on reasonable terms, the Customer shall, at the request of the Supplier, discontinue the use of the Service or a part thereof.

## 19 Force majeure

19.1 If the performance of the Supplier's obligations under the Agreement or the use of the Service is prevented or delayed due to an obstacle beyond the Supplier's control that the Supplier could not reasonably have taken into account when concluding the Agreement ("**Force Majeure**"), the Supplier has the right to suspend the delivery of the Service or extend the delivery time without the Supplier being obliged to compensate for damages, pay a contractual penalty, reduce payments or any other sanction or consequence.

19.2 Force Majeure shall include, without limitation, war or insurrection, earthquake, flood or other comparable natural disaster, interruption of public transport, telecommunications or electricity supply, import or export ban, strike, lockout, boycott or other comparable industrial action.

19.3 A Force Majeure event affecting a subcontractor of the Supplier shall also be considered a Force Majeure of the Supplier if the subcontracted service cannot be obtained elsewhere without unreasonable costs or substantial loss of time.

19.4 The Supplier shall promptly notify the other Customer of the Force Majeure event and its termination.

## **20 Liability and limitation of liability**

- 20.1 The Supplier shall not be liable for errors, delays or other damage caused by the Customer or a third party, nor for any damages, errors or delays, problems or other consequences of errors and disturbances in information systems or telecommunications, technical faults, viruses and other malware, data breaches, or other faults or malfunctions of other services accessible through the Service, or caused by any other factors beyond the Supplier's control.
- 20.2 The Supplier shall not be liable for consequential or indirect damages, costs or losses, such as lost operating profit, sales revenue, business, goodwill, loss of data, alteration, destruction or return or re-acquisition of data or other damage that cannot reasonably be foreseen.
- 20.3 The liability for damages is limited to the tax-free amount of service charges for the three (3) months immediately preceding the breach of the Agreement.
- 20.4 The limitation of liability does not apply to damage caused intentionally or by gross negligence or damage caused by a infringement of the intellectual property rights.
- 20.5 All claims against the Supplier based on the Agreement shall be presented in writing no later than three (3) months after the grounds for the claim arose.

## **21 Term and termination of the Agreement**

- 21.1 Unless otherwise agreed in the Agreement, the Agreement is valid until further notice and both Parties have the right to terminate the Agreement with three (3) months' notice. The period of notice is calculated from the last day of the month of notice.

## **22 Miscellaneous**

- 22.1 Any amendments to the Agreement must be made in writing with the consent of both Parties.
- 22.2 The parties have no right to transfer or assign any of their rights or obligations under the Agreement. The Supplier has the right to assign and transfer all or part of its rights and obligations under the Agreement to a company belonging to the same group as the Supplier or to a third party that acquires all or part of the Supplier's business and assets and undertakes to comply with the terms of the Agreement. In addition, the Supplier has the right to transfer its receivables based on the Agreement to a third party.
- 22.3 The Parties undertake to comply with laws and official regulations concerning the export of services, software, products, technical information and other material from Finland or the transfer to third parties.

- 22.4 The Supplier has the right to use the Customer's name and logo as a reference in its own marketing. The use of reference data may not violate the Customer's business or professional secrets or any other confidential information of the Customer.

- 22.5 Any notices and communications related to the Agreement must be delivered by e-mail or otherwise in writing to the contact persons mentioned in the Agreement. The notification or communication shall be deemed to have been received on the working day following the date of dispatch. If the contact information of the contact person changes, the Party is obliged to notify the other Party and both Parties are obliged to update the changed contact information in their own systems.

## **23 Governing Law and Disputes**

The Agreement is construed and governed by the laws of Finland, excluding its choice of law provisions. Any disputes or disagreement shall be primarily be resolved through negotiations. If the Parties fail to reach an agreement through negotiations, the dispute shall be settled as a court of first instance in the District Court of Helsinki.