

## **SYNESA SOLUTIONS GENERAL TERMS AND CONDITIONS**

These Synesa Solutions General Terms and Conditions shall apply to the provision of the Synesa Solutions Products provided by Synesa Solutions Oy (business ID FI-2662969-1) or, as the case may be, its affiliate or distributor (hereinafter "Supplier") to the Customer under the subscription agreement (the "Agreement") that incorporates these Synesa Solutions General Terms and Conditions as well as to any Synesa Solutions Products otherwise provided by Supplier to the Customer. Any referral to "Agreement" shall include Order Form, these Synesa Solutions General Terms and Conditions, Service Description and price list. These general terms and conditions shall also apply, where applicable, to users of online services provided by Synesa Solutions or Supplier, as the case may be.

### **1 DEFINITIONS**

As used in the Agreement, capitalized terms shall have the meanings ascribed to such terms in the following:

"Customer" shall mean the entity having subscribed to or purchased the Synesa Solutions Products for its own internal use under this Agreement indicated in the Order Form.

"Customer Data" shall mean all Customer's data that Customer, a Designated User or another party acting on the Customer's behalf processes, stores, generates in or submits to the Synesa Solutions Service. The Customer Data may include Personal Data.

"Designated Users" shall mean those employees, or personnel of subcontractors of Customer or designated by Customer who have been given the right to use the Synesa Solutions Service under this Agreement to the extent of the licence of Customer, and the amount of which users shall be specified in the Order Form.

"Registered Users" shall mean employee, contractor or other natural persons who have registered a user account with any online service provided by Synesa Solutions or have acquired from the Customer a right to use the Synesa Solution Products, as the case may be.

"Intellectual Property Rights" shall mean copyrights and other similar rights and related rights (including database and catalogue rights), patents, utility models, trademarks, trade secrets, know-how and any other form of registered or unregistered intellectual property rights as well as any applications for any of the foregoing.

"Service Description" shall mean electronic or written document describing the operation and functionality of the Synesa Solutions Service.

"Subscription" shall mean the license subscription which gives the Customer the right to use the Synesa Solutions Service an/or Synesa Solution Products as specified in the Order Form.

"Subscription Period" shall mean the license period of each Subscription specified in the Order Form.

"Synesa Solutions Products" shall mean the proprietary "eDromos" software provided by Supplier to the Customer.

"Synesa Solutions Service" shall mean the proprietary "eDromos" offered based on software as a service (SaaS) model as specified in the Order Form and/or any additional services offered by the Supplier.

“Order Form” shall mean electronic or written document describing ordered version of Synesa Solutions Service, including features and service configuration ordered by the Customer.

“Party” shall mean Customer or the Supplier (jointly the “Parties”).

“Personal Data” shall mean any information relating to an identified or identifiable natural person Supplier processes on behalf of Customer.

In this Agreement the terms “data controller”, “data processor”, “personal data” and “processing” shall have the same meanings as set out in General Data Protection Regulation (EU 2016/679) or any other applicable data protection legislation and shall be construed accordingly.

## 2 SYNESA PRODUCTS

2.1 Upon the Subscription of the Synesa Solutions Service by the Customer, Supplier grants to Customer and any Designated Users, subject to the terms and conditions of this Agreement and the payment of the fees set out in the Order Form or in Supplier’s price list in force from time to time, a limited, non-exclusive and nontransferable license to access and use the Synesa Solutions Service solely for Customer’s internal use during the term of applicable Subscription Period. Synesa Solutions Products are offered as Synesa Solutions Service, unless otherwise agreed. In the event the Customer desires to order Synesa Solutions Product based on an on-premises installation, specific terms set forth in 2.11 apply.

2.3 Customer shall not on the basis of this Agreement have any rights to copy, reproduce modify, decompile, reverse engineer, access the source code of or transfer, assign, sublicense, distribute or otherwise make any use of the Synesa Solutions Products which is not expressly permitted under this Agreement or applicable law or which otherwise infringes the Intellectual Property Rights in the Synesa Solutions Products or any part of them or any other Intellectual Property Rights of third parties. The Customer acknowledges that certain parts of the Synesa Solutions Products may be subject to separate terms and conditions of Synesa Solutions or a third party.

2.4 Customer shall not i) use the Synesa Solutions Products in any manner that could damage, disable, overburden or impair the Synesa Solutions Products; ii) use any third party technologies in connection with the Synesa Solutions Product for purposes of data mining, robots, scraping, or similar data gathering or extraction methods, unless the Supplier has granted its prior acceptance; iii) use, sell, rent, transfer, license or otherwise provide anybody with the Synesa Solutions Products, except as provided herein; iv) interfere with other customers’ use and enjoyment of the Synesa Solutions Products; v) erase, cover or delete any possible ownership and/or copyright labelling from the Synesa Solutions Products and vi) circumvent or try to circumvent any usage control or anti-copy functionalities of the Synesa Solutions Products.

2.5 All Intellectual Property Rights in and to the Synesa Solutions Products are and shall at all times remain the sole and exclusive property of Supplier and/or any relevant third parties. Nothing in this Agreement shall constitute a transfer of any Intellectual Property Rights of Supplier or any third party to Customer. All rights not expressly granted to Customer shall be retained by Supplier.

2.6 Supplier shall within reasonable schedule and according the Agreement establish Synesa Solutions Service and inform the Customer of it. The Customer shall be responsible for installing the Synesa Solutions Products to its data system environment unless otherwise agreed. Supplier shall, however, provide support to the Customer as stipulated under Section 3 herein. If Customer has not reported any claims for nonconformity, delay or deficiency relating to the Synesa Solutions Products or any contract breach within seven (7) days of delivery or from the moment when such deficiency was first visible, or such breach

occurred, all Synesa Solutions Products will be deemed accepted and delivered in accordance with this Agreement. The Supplier shall be entitled to compensation for additional costs, which are incurred due to the delay of the delivery caused by the Customer.

2.7 The Customer is responsible for acquiring any and all network, internet and telecommunications connections and all technical and operational equipment and environments required for using the Synesa Solutions Products in addition to configuring the user environment in accordance with the instructions provided by the Supplier.

2.8 The Supplier shall provide the Customer with identifiers, such as telephone numbers, IP addresses, user IDs and other technical addresses and identifiers only to be used for such purposes as agreed upon. Upon termination of the Agreement, the Customer shall cease to have any rights in relation to any of the aforementioned, unless agreed upon otherwise. The Supplier shall have the right to make changes to identifiers concerning the services insofar as authorities, building the network, service-related or technical reasons necessitate it. The Supplier shall notify in writing to the Customer of any such changes within a reasonable time prior to the implementation of said changes.

2.9 The Customer shall designate those Designated Users within the group of Registered Users who shall obtain the right to use the Synesa Solutions Service in accordance with this Agreement to the extent of the licence. The Customer may designate, at most, such a number of Designated Users as has been specified in the Order Form.

2.10 The Customer acknowledges that the Synesa Solutions Service is a generic SaaS service made available for customers in various jurisdictions, and some of the functionalities available within or through the Synesa Solutions Products may be limited or prohibited by laws and regulations applicable to the Customer. The Customer is responsible for ensuring lawfulness of the use of such functionalities. The Customer undertakes to obtain any legal assessments necessary concerning the use of such functionalities before taking the functionalities into use. The Customer shall be solely responsible for obtaining necessary permits and consents and providing necessary information, notification and guidance pertaining to the use of such functionalities. For clarity, the Supplier disclaims any responsibility pertaining to the lawfulness of the use of the functionalities available within or through Synesa Solutions Products by the Customer. The Supplier shall have the right to deny the access to the Synesa Solutions Service if the Synesa Solutions Service is used against the law, orders of the authorities, good customs, the Agreement, Service Description, user's manual, or other documentation or any written instructions given by the Supplier, or in case the Customer defaults payments or any other fees due and payable to the Supplier and which remains unpaid for fourteen (14) days' notice of such breach.

2.11 On-premises versions of Synesa Solution Product: In the event the Customer orders on-premises version of the Synesa Solution Product, the Supplier delivers an installation file according to applicable Service Description to the Customer. The Customer is liable for suitable operation environment and installation of the Synesa Solution Product to the Customer's server/ICT environment. In such case service features of Synesa Solution Service are not available to the Customer and the Supplier's obligations are limited to delivery of the Synesa Solutions Product to the Customer. If the Customer desires to acquire from the Supplier any services relating to the Synesa Solution Product, including maintenance, data processing or other services, a separate agreement is required.

### 3 SUPPORT

3.1 As a part of the Synesa Solutions Service provided herein Supplier shall use its commercially reasonable endeavors to provide general remote support and remote assistance to the Customer in using and setting

up the Synesa Solutions Service acquired herein and provide consultation for the Customer's reasonable questions related to the Synesa Solutions Service for a period of one (1) month as of the commencement of the Synesa Solutions Service, however, such support amounting at most to two (2) personnel hours of Supplier.

3.2 In addition to the general support services set forth above in 3.1, Customer may order from Supplier additional setup or other service initiation phase, support, onsite support, consultancy and training services related to the use of the Synesa Solutions Products at the prices set out in Supplier's price list from time to time.

#### 4 CHANGES TO THE SYNEsa SOLUTIONS PRODUCTS

4.1 Supplier may, from time to time, under its sole discretion, modify and update any of the Synesa Solutions Products or a part thereof and may cease to provide the same. If such changes of the Synesa Solutions Products require changes to be made to the Customer's equipment or software, Synesa Solutions shall notify the Customer of all such necessary changes at least one (1) month in advance prior to implementing such changes to the Synesa Solutions Products. The Customer is responsible for carrying out such changes to its equipment or software at its own expense.

4.2 Any additional development work of the Synesa Solutions Products requested by Customer and any fees and prices payable thereof shall always be separately agreed upon with Supplier in writing.

#### 5 CUSTOMER DATA AND DATA PROTECTION

5.1 In connection with the use of the Synesa Solutions Service, Customer may transfer various Customer Data to Supplier for processing on behalf of Customer. Customer Data might include Personal Data. With respect to such Personal Data, Customer acts as data controller and Supplier as data processor under applicable data protection laws. The following terms and conditions set forth in this section are applied with respect to the Personal Data the Supplier processes on behalf of Customer.

5.2 Supplier and Customer shall comply with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("Regulation") and any other applicable data protection laws or regulations as amended.

5.3 Customer is solely responsible for the lawful collection, processing and use, and for the accuracy of the Personal Data as well as for preserving the rights of the individuals concerned. If, and to the extent legally required, Customer shall inform the individuals concerned regarding the processing of their Personal Data by Supplier and shall obtain their consent if necessary. Customer shall without delay inform Supplier of any matters that are of relevance for Supplier to fulfil its obligations specified in this Agreement and the applicable data protection laws. For avoidance of doubt, it is hereby stated that Supplier shall not in any way be responsible or liable towards the Customer, data subjects or third parties for any damages or claims arising from failure of Customer in fulfilling his statutory obligations or obligations of Customer based on this Agreement.

5.4 The Personal Data processed may include e.g. Personal Data of the Customer's employees, Customer's end-customers and targets of direct marketing or other communications, such as their name, contact details and any other information that is processed and can be connected to a certain individual.

5.5 Supplier undertakes to process Personal Data only to the extent as agreed under this Agreement.

5.6 The Parties shall implement appropriate technical and organizational measures in order to protect, secure and safeguard the Personal Data within their area of responsibility, in order to safeguard the Personal Data against unauthorized or unlawful processing or access and against accidental loss, destruction or damage. Such measures include where necessary and appropriate, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons the following measures:

- access right controls to systems containing Personal Data;
- the pseudonymization and encryption of Personal Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

5.7 Upon request of the Customer, Supplier shall obtain an audit report from an independent auditor regarding the Supplier's compliance with its obligations under this Agreement and forward it to the Customer. The audit report must be forwarded to the Customer within a reasonable time after having received the request from the Customer. For clarity, it is stated that currently Supplier utilizes an third party information security vendor to provide audit reports, when kept up-to-date, shall be deemed to fulfil this requirement.

5.8 In addition to the foregoing, Customer has the right once annually, at his own cost and against a reasonable compensation to Supplier, either independently or with assistance of a third-party auditor mandated by Customer to audit the facilities and processing activities of Supplier under this Agreement to assess the compliance of Supplier applicable data protection legislation and this Agreement. Where Supplier fails to keep his audit reports up-to-date and to provide them to Customer as agreed in Section 5.7, Supplier shall not be entitled to any compensation for his assistance in the audit. The Parties shall separately agree in writing on the specifics of the audit. Customer is responsible for notifying Supplier of the performance of an audit thirty (30) days in advance, unless otherwise stipulated by compelling decision of the competent authorities.

5.9 The third-party auditor shall upon the Supplier's request sign a customary non-disclosure agreement, and treat all information obtained or received from Supplier confidentially, and may only share the information with the Customer.

5.10 Supplier shall allow the auditor access to its premises and data systems during the agreed time within the Supplier's normal office hours so that the audit does not in any way compromise the security of the Supplier's operation or services, or protection of personal data of its other customers. Whenever required by the auditor, Supplier provides the auditor with information, documents and other material reasonably required, and otherwise reasonably assist in carrying out the audit.

5.11 All servers, service centers etc., used by Supplier in the processing of personal data are located in the area of European Economic Area ("EEA"). Customer has the right to request a specification of these locations from Supplier from time to time.

5.12 Supplier retains the right to engage in the future subprocessors located outside the Customer's country of domicile and the EEA. In case processing by such subprocessors would be subject to any EU data protection law and Personal Data would be transferred from the EEA to a subprocessor for processing in

any country outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for personal data, the Supplier undertakes to provide for appropriate safeguards by using measures in accordance with the Regulation, such as standard contractual clauses adopted or approved by the European Commission.

5.13 The Supplier assists the Customer to respond to requests from individuals exercising their rights as data subjects without undue delay with a commercially reasonable assistance, taking into account the nature of the processing. Based on the above, the Supplier has the right to a reasonable compensation.

5.14 The Supplier shall assist the Customer to ensure, against a reasonable compensation and with commercially reasonable assistance, that the Customer is in compliance with the Customer's obligations to perform security and data protection assessments, breach notifications and prior consultations of the competent supervisory authority, as set out in the applicable data protection law, taking into account the nature of the processing and the information available to the Supplier.

5.15 In addition, the Supplier shall, and shall procure that its personnel (including its subcontractors' personnel) shall:

only process Personal Data in accordance with the Customer's written instructions and not for the Supplier's own purposes;

ensure that individuals processing Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.16 The Supplier shall, without undue delay after having become aware of it, inform the Customer in writing about any data breaches relating to Personal Data and any other events where the security of Personal Data processed on behalf of the Customer has been compromised. Supplier's notification about the breach to the Customer shall include at least the following:

description of the nature of the breach;

name and contact details of Supplier's contact point where more information can be vaobtained;

description of the measures taken by the Supplier to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

5.17 Customer acknowledges that Supplier stores Customer Data only for a limited time determined by Supplier in its sole discretion and Customer shall be solely responsible for storing appropriate backup copies of the Customer Data.

5.18 Personal Data shall be processed in accordance with this Agreement until the Customer has ceased to use the Synesa Solutions Products under this Agreement.

5.19 Within a reasonable time after the termination or expiry of this Agreement, or after the Customer has permanently ceased to use the Synesa Solutions Products, Supplier shall permanently delete the remaining Personal Data in its possession from its storage media, except to the extent that Supplier is under a statutory obligation to continue storing such Personal Data. On the Customer's request, Supplier shall confirm the deletion in writing. Supplier shall not, however, be required to delete copies of the Personal Data from its backup servers until such time that the backup copies are scheduled to be deleted.

5.20 The Customer retains the title and all Intellectual Property Rights in and to the Customer Data. The Customer grants Supplier a non-exclusive, sublicensable, transferrable, worldwide, royalty-free license and permission to use, copy, process, store, modify and otherwise exploit

Customer Data for the purpose of providing the Synesa Solutions Products to Customer; and generalized and anonymized Customer Data for the purposes of, and subject to restrictions set by applicable data protection laws, developing the Synesa Solutions Products and providing Statistics (as defined in Section 7.3) for Registered Users. The license granted to Supplier under this Section 5.20 (2) shall survive the expiry or any termination of this Agreement.

5.21 The Customer shall be responsible for having the competence and licenses required for granting the rights to use granted herein under any applicable laws.

5.22 The Customer shall indemnify Supplier from and against any loss, damage, claim or liability arising from its breach of this Section 5.

## 6 GENERAL RIGHTS AND RESPONSIBILITIES OF CUSTOMER

6.1 The person signing or otherwise accepting the Agreement represents that it has the authority to bind the organization indicated in the Order Form.

6.2 The Customer must maintain confidential and secure all identifiers, identifying codes, passwords and any other confidential information relating to the Synesa Solutions Products and the provision thereof and ensure that all Designated Users comply with the obligations set out herein. The Customer shall be responsible for all use of identifiers provided to it as well as the appropriate management of the identifiers and maintaining them confidential and secure.

6.3 The Customer must immediately inform Supplier regarding any threats or suspected threats against the security of the Synesa Solutions Products and of any unauthorized disclosure of confidential information or personal data relating to the Synesa Solutions Products, or if the Customer has reason to believe or suspects that identifiers have or may have been disclosed to others than those users who have been designated originally.

6.4. The Customer may, to such extent as provided by the Agreement, decrease the number of licenses as well service and software configuration that the Customer uses by updating mutually the Order Form. The Customer is obliged to notify of such decreases to the Supplier. The decrease of licenses and services being used, to such extent as provided by the Agreement, shall be accounted for in the next month's invoicing, provided that the Customer notifies about decreasing the number of licenses and services by the 15<sup>th</sup> of the preceding month.

## 7 REGISTERED USERS

7.1 This Section 7 shall apply to the relationship between Registered Users and the Supplier. Obligations arising under Sections 2.3, 2.4, 6.2, 6.3 and 9 shall apply to Registered Users in addition to which Sections 2.5, 4.1, 11 and 13 shall apply as well as other terms and conditions, where applicable. Registration to the service is free of charge.

7.2 This Section 7 shall in no way limit the rights and obligations concerning the Agreement between the Parties. For the sake of clarity, it shall be stated that the terms and conditions under this Section 7 shall not affect the rights of the Customer and the Designated Users to use the Synesa Solutions Service or Products in accordance with the Agreement.

7.3 The Synesa Solutions Service stores, collects and generates information concerning the Designated Users generated during the use of the Synesa Solutions Service ("Statistics"). The Statistics include, inter alia, statistics and statistical data as well as general information of the number of times the Designated

User uses the service, software components, data configurations as well the volume of each of them as set in the price list and logs in to it.

7.4 The Supplier shall act as the controller as regards the Registered Users and personal data concerning them. The Regulation and other applicable data protection laws and regulations, as amended, shall apply to the processing of personal data. Additional information on the processing of personal data is available in the Supplier's [Privacy Notice](#).

7.5 Insofar as the Statistics contain Customer Data, the Supplier shall have the right to exploit generalized and anonymized Customer Data for the purposes of providing Statistics pursuant to Section 7 for Registered Users in accordance with Subsection 2 of Section 5.20.

7.6 Registered Users shall have the right to log in to their accounts and use functionalities within the accounts as permitted by the Supplier at any given time, as well as make use of the Statistics in good faith for their personal use.

7.7 Statistics shall be provided for Registered Users as of the moment when the Supplier creates an account for the Designated users or Registered User creates an account for himself/herself. The Registered User shall have the right to close its account and stop using the Synesa SolutionsService at any given time. In addition, the Supplier shall have the right to stop providing Statistics with immediate effect and delete the account of a Registered User if it should be deemed necessary due to misuse or for the prevention of damages. If a Registered User has not used his/her account during 3 years, Synesa Solutions shall have the right to prevent access to the account and at its own discretion close the account. In addition, the Supplier shall have at any given time the right to terminate or transfer the provision of Statistics to Registered Users pursuant to this Section 7.

7.8 Limitation of liability of the Supplier. The Supplier shall in no way be liable for the validity of the Statistics or the functionality of the Synesa Solutions Service or any damage that may be caused to Registered Users from the use of the Synesa Solutions Service or damage occurring in relation to it, nor shall the Supplier be liable for any damage, which the Registered Users cause to third parties by using the Synesa Solutions Service or Statistics.

7.9 In case any term and condition of this Section 7 and another term and condition in these General Terms and Conditions contradict each other, the terms and conditions of this Section 7 shall prevail with regard to the providing of Statistics to Registered Users pursuant to Section 7.

## 8 FEES AND PAYMENT

8.1 In return for the use of the Synesa Solutions Products or Service during the Subscription Period under this Agreement, Customer shall pay Supplier the fees set forth in mutually agreed version of the Order Form and/or Supplier's price list in force from time to time. The fees shall be payable as of the calendar month during which the Synesa Solutions Service or the use of Synesa Solutions Product has commenced and in accordance with the invoices and payment instructions issued by Supplier. Late payment interest for due but unpaid amounts shall be calculated in accordance with the Finnish Interest Act (633/1982, as amended).

8.2 All fees and prices set out in the Supplier's price list and applicable to this Agreement are exclusive of any value-added taxes, sales or use taxes and any other taxes or levies. The Customer shall be liable for any taxes and levies that may be imposed on the use or purchase of the Synesa Solutions Products or Service.

8.3 Recurring fees (e.g. Subscription fees for Synesa Solution Product and Synesa Solution Service) shall be fixed from the first invoice date of this Agreement until the end of the following year if the invoicing has

been started between 1.6.-31.12. and until the end of the current year if the invoicing has been started between 1.1.-31.5. Alternatively, the Supplier may charge recurring fee from the Subscription Period in advance. The recurring fees for any subsequent year shall be increased by maximum 5 % (five percent) and the increased prices shall take effect as of the invoice following the increase.

8.4 In such case that the amount of the recurring fee (e.g. license fee) is less than 300 EUR per month, the Supplier shall have the right to invoice these recurring fees in three-month batches beforehand. In addition to this, the Supplier shall have the right to invoice for services invoiced on the basis of their use afterwards on a monthly basis or in three-month batches.

8.5 Where Customer fails to pay to Supplier the fees set forth in this Agreement within fourteen (14) days from the due date of the invoice, Supplier may suspend to provide the Synesa Solutions Service or Products to Customer or limit the use of said Service or Products without prior notice until Customer has paid to Supplier the recurring fees for the remaining Subscription Period. Due to Customer's delay in payment, the recurring fees for the remaining Subscription Period shall fall due and the Supplier shall have the right to invoice such due fees from Customer in one instalment due upon delivery of invoice.

## 9 NO WARRANTY

9.1 Supplier will make reasonable efforts to keep the Synesa Solutions Products or Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the greatest extent permissible, Supplier reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Synesa Solutions Products or Service, with or without notice, all without liability to Customer, except where prohibited by law, for any interruption, modification, or discontinuation of the Synesa Solutions Products or Service or any function or feature thereof.

9.2 Customer shall understand, agree, and accept that Supplier has no obligation to maintain, support, upgrade, or update the Synesa Solutions Products or Service, or to provide all or any specific content through the Synesa Solutions Products or Service. This section will be enforced to the greatest extent permissible.

9.3 The Synesa Solutions Products or Service provided by Supplier to Customer shall be provided on an "as is" basis. Supplier makes no representations, warranties or guarantees regarding the Synesa Solutions Products or Service and disclaims all implied and express warranties and representations, including without limitation warranties of merchantability, fitness for a particular purpose and non-infringement.

9.4 Supplier does not warrant that the Synesa Solutions Products or Service will meet or fulfil Customer's requirements, expectations or purposes of use, or that the Synesa Solutions Products or Service will be free of defects or errors or interruptions.

## 10 LIMITATION OF LIABILITY

10.1 Neither Party shall be liable for any indirect, special or consequential damages resulting from this Agreement, including but not limited to loss of profits or business or damage or loss caused as a result of interruptions in business.

10.2 Supplier shall not be liable towards Customer for any damages and expenses incurred to the Customer as a result of destruction or loss of Customer Data. Supplier shall not in any way be liable for the Customer's own use of the Synesa Solutions Products or Service or any damages or losses resulting thereof.

10.3 Supplier accepts no liability whatsoever for any problems caused by network connections or electricity supply, or any other problems relating to any service or product provided by any third-party service provider.

10.5 Supplier's aggregate maximum liability for any damages arising out of or related to this Agreement shall not exceed fifty (50) per cent of the fees actually paid by Customer to Supplier for the Synesa Solutions Products or Service during the last two (2) months preceding the receipt of the claim for damages.

10.6 Notwithstanding the foregoing, neither Party seeks to exclude or restrict its liability for any matter in respect of which, by law, it is not permitted to restrict its liability, such as liability for damage caused by intentional misconduct or gross negligence.

## 11 CONFIDENTIALITY

11.1 The Parties each undertake and agree to keep secret the other Party's confidential information including but not limited to technical, financial and commercial information (hereinafter referred to as "Confidential Information"), unless such Confidential Information is required to be disclosed in order to comply with the obligations set out in this Agreement. Each Party shall restrict access to Confidential Information received from the other Party only to those of its personnel and subcontractors to whom such access is reasonably necessary for the proper performance of the obligations set out in this Agreement. Such personnel and subcontractors shall be bound by confidentiality obligations similar to those contained herein.

11.2 Each Party shall promptly upon termination of the Synesa Solutions Service cease using Confidential Information received from the other Party and use reasonable means to destroy it. Each Party shall, however, be entitled to retain the copies required by law or regulations.

11.3 The obligations set forth herein regarding Confidential Information shall not apply to information which is:

in the public domain in other ways than by faults, acts of omissions of the receiving Party, as proven by written records of the receiving Party;

rightfully received from a third party not bound by any obligation of confidentiality;

rightfully known to the receiving Party, as shown by written records of the receiving Party;

independently developed by the receiving Party without recourse to the Confidential Information as proven by written records of the receiving Party;

required to be disclosed by law or an authority decision or by a court of competent jurisdiction.

## 12 TERM AND TERMINATION

12.1 The Subscription Period and period of notice are specified in the Order Form. If no Subscription Period and period of notice have been set out in the Order Form, the Agreement shall take effect when both Parties have executed the Agreement and shall continue until further notice at period of notice of three (3) months. The Agreement terminates when the last Subscription ordered by the Customer under the Agreement expires. Notwithstanding the foregoing, the Supplier may at any time terminate the Agreement for convenience with a one (1) month prior notice to Customer.

12.2 In addition to the assistance obligations of Supplier set forth in Section 5 above, Supplier shall upon the Customer's request provide reasonable termination assistance for a maximum of one (1) month after the termination of this Agreement, such termination assistance being assistance in the transfer of the remaining Customer Data from the Synesa Solutions Service to a new service substituting the Synesa Solutions Service. Supplier shall charge the Customer for the termination assistance in accordance with the Supplier's price list in force from time to time. In addition, any and all out of the pocket expenses of Supplier related to termination assistance shall be reimbursed to Supplier.

12.3 A Party may terminate this Agreement with immediate effect if the other Party substantially breaches the provisions of this Agreement and fails to correct the breach within fourteen (14) days of having received written notice of the breach. The Customer acknowledges that a failure by the Customer to pay the fees set forth in this Agreement shall constitute a material breach of this Agreement and the Customer acknowledges that Supplier may cease to provide the Synesa Solutions Products and/or Synesa Solution Services to Customer due to such failure by the Customer without prior notice.

12.4 Supplier may terminate this Agreement with immediate effect, in whole or in part, if Customer becomes bankrupt, liquidated or insolvent or enters any proceedings in this regard which can reasonably be considered to weaken its ability to make payments.

12.5 Upon expiry or termination of this Agreement, the Customer shall promptly return any hired Synesa Solutions software or equipment and any possible Confidential Information of Supplier.

12.6 The provisions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination of this Agreement.

## 13 MISCELLANEOUS

13.1 Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of Finland, without reference to its conflict of laws or private international law provisions. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be attempted to be amicably settled through negotiations between the Parties for a period of thirty (30) days and failing the same, shall be finally settled in arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland by one (1) arbitrator. The arbitration shall take place in Helsinki, Finland and shall be conducted in the English language. The award of the arbitration shall be final and binding on both Parties. Notwithstanding the above, Supplier may always institute legal action in the District Court of Helsinki against the Customer.

13.2 Subcontractors. Each Party shall have the right to subcontract its obligations under this Agreement. Each Party shall ensure that his subcontractor shall comply with the provisions of this Agreement. Each Party shall be liable for the actions of its subcontractors as for its own. With exception of the aforesaid, in the event the Synesa Solution Service includes standard form third party products or services described in the Service Description, for example cloud services, the Customer accepts use of such third party products or services. In addition, the Supplier's liability with respect of such third party products or services is limited to the rights, obligations and remedies granted by such third party in the applicable product or services agreements or similar documents. Furthermore, the Customer gives its general authorization to allow the Supplier to involve the Supplier's affiliated companies and other subcontractors as subprocessors to process Personal Data in connection with the provision of the Synesa Solutions Service, to the extent such appointment does not lead to non-compliance with any applicable law or the Supplier's obligations under this Agreement. The Supplier ensures that the involved subprocessors are properly qualified, will be under

a data processing agreement with Supplier, and comply with data processing obligations similar to the ones which apply to the Supplier under this Agreement. The Supplier shall be liable towards the Customer for the processing of Personal Data carried out by the Supplier's subprocessors. The Supplier is free to choose and change its subprocessors. Upon request, the Supplier shall inform the Customer of subprocessors currently involved.

13.3 Force Majeure. A Party shall not be deemed to be in breach of this Agreement as long as its failure to perform any of its obligations hereunder is caused solely by labour disturbance, fire, act of war or nature, information network or telecommunication network malfunction, government order or any other, similar cause beyond the Party's reasonable control. If such event persists for over one (1) month, a Party may terminate this Agreement immediately upon written notice to the other Party.

13.4 Assignment. Unless expressly agreed otherwise herein, neither this Agreement, nor any interest hereunder shall be assignable by Customer without the prior written consent of the Supplier. Supplier shall be entitled to assign and transfer this Agreement to an affiliate or third party or as a part of a sale of its business operations pertaining to this Agreement or a part thereof.

13.5 Amendments. Supplier is entitled to amend the Agreement and any appendices including without limitation the fees charged for the Synesa Solutions Products by providing the Customer with a one (1) month prior written notice to the Customer's address or email address indicated in the Order Form. If the Customer does not accept the change made by Supplier to this Agreement or its appendices, the Customer has the right to terminate the Agreement by notifying Supplier thereof in writing at least two (2) weeks prior to the effective date of such change. Irrespective of the aforesaid, the Supplier is entitled to amend the Service Description as described in the Service Description.

13.6 No waiver. A failure by any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

13.7 Entire Agreement and Headings. The Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof. The Agreement shall be construed as having been mutually drafted by the Parties without regard to any actual division of responsibility in the drafting hereof. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of the Agreement.

13.8 Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity of the remainder of this Agreement shall not be affected.