

1 Scope and definitions

- 1.1 These Terms of Use ("**Terms**") shall be applied when Benemen Oy ("**Supplier**") provides the Software Service to the customer ("**Customer**"). The Supplier and the Customer are hereinafter referred to together as the "**Parties**" and each a "**Party**".
- 1.2 By accessing or using any part of the Software Service Customer agrees to these Terms. If Customer does not agree to the Terms, Customer may not use the Software Service.
- 1.3 Supplier can make changes to these Terms at any time in accordance with section 19 below, and Customer's continued use of Software Service shall confirm Customer's acceptance of the updated Terms.
- 1.4 Customer orders the Software Services from Supplier by a separate written order ("**Order**"). The contractual entity formed by the documents defined in the Order shall be referred to as the "**Agreement**".
- 1.5 The content, prices and other service-specific terms of the Software Services have been agreed upon in the Order.
- 1.6 **Software Service** shall mean the software services provided by the Supplier to the Customer described in more detail in the Supplier's applicable service description valid at the time.
- 1.7 **Customer Material** shall mean the information and data transferred or uploaded to the Software Service by the Customer or otherwise made available to the Supplier for purposes of the Software Service.
- 1.8 **Intellectual Property Rights** shall mean any intellectual property rights, including, without limitation, trademarks, patents, trade names, auxiliary business names, domain names, utility model rights and design rights, product names, inventions, exclusive rights to the circuit model, copyrights and other industrial property rights, and trade and professional secrets as well as applications, divisions, continuations, renewals, re-exams and reissues thereof.
- 1.9 **Transaction Data** shall mean transaction, usage, and telecommunication identification data generated using the Software Service.
- 1.10 The Customer has the possibility to order and activate new services during the term of the Agreement. New services shall be ordered and activated by the dedicated Customer representative who has the right to order services. The Customer must agree to the activation of potential new services in writing or through dedicated management system of Software Service accessible by the Customer. Activated new services shall be considered as Software Service and subject to these Terms.

2 Delivery of Software Service

- 2.1 The Supplier shall deliver and open the Software Service to the Customer ("**Delivery**") as agreed in the Order. If the Parties have not specifically agreed upon the Delivery Date, the Delivery shall take place within a reasonable time after the Agreement is concluded.

- 2.2 The Supplier shall have the right to provide the Software Service in a manner it deems most appropriate and to use subcontractors or partners. The Supplier shall be responsible to ensure that its subcontractors and partners comply for their part with the obligations set for the Supplier in the Agreement.
- 2.3 The Customer shall contribute to the Delivery according to its best ability. The Customer shall provide the Supplier with appropriate technical and other information in time and in a format requested by the Supplier for the performance of the Delivery.
- 2.4 The Customer shall be responsible for ensuring that it has a sufficient technical and functional environment to consume the Software Service in accordance with the valid service description. The Customer shall bear the cost of maintaining its operational environment to consume the Software Service in line with the Supplier's instructions.
- 2.5 The Customer shall be obliged to inspect and accept the Delivery without undue delay. Delivery shall be deemed accepted and the Software Service deployed, unless the Customer notifies the Supplier in writing of any faults or shortages found within thirty (30) days from the Delivery Date. Delivery shall also be deemed accepted if the Customer has taken the Software Service to its normal use. The Customer is responsible for the inspection and possible costs relating thereto.

3 Use of the Software Service

- 3.1 The Customer may only use the Software Service for the agreed purpose specified in the Order and the valid service description. The valid service description for Software Service is available at help.benemen.com. The Customer is not entitled to resell, sublicense, publish, display, loan, distribute or lease the Software Service or otherwise grant any rights thereto to any third party (such as access rights or usernames).
- 3.2 The contracted workforce, outsourcing partners or other experts used by the Customer shall not be considered as third parties. The Customer shall ensure that such individuals comply with these Terms and the Customer shall be liable for the acts and omission of such individuals as for its own. The Software Service must always be used only for the benefit of the Customer and for purposes that support the Customer's operations.
- 3.3 The Software Service shall only be used in accordance with the valid License Grant defined in the Order.
- 3.4 The Customer undertakes to comply with all applicable laws and regulations issued by competent authorities, including particularly all rules and regulations pertaining to the processing of personal data. The Customer shall be responsible for providing instructions regarding the use of the Software Service to its users and ensure that the users adhere to the additional terms set out in section 23 and give the required consents for the use. Terms regarding information to be provided to the users may also be set forth in other annexes of the Order.
- 3.5 The Customer acknowledges and agrees that: (i) the licensor of the Supplier shall not be directly responsible

to the Customer; (ii) Customer is expressly prohibited from using any component of the Software Service in any way other than integrated with the Software Service; (iii) Customer is expressly prohibited from using any data structures not included in the Software Service; and (iv) Customer has no independent license or any other right to the components of the Software Service or to use such components independently from the Software Service.

- 3.6 If the Software Service includes software or other service components manufactured or provided by a third party, in addition to these Terms, the Customer undertakes to accept and abide by license, access right and/or service conditions of the supplier or manufacturer in question. The current list of such additional terms is specified in section 23.

4 Maintenance of the Software Service

- 4.1 The Supplier shall ensure that the Software Service is available to the Customer in accordance with the Agreement, in a manner it deems most appropriate.
- 4.2 The Supplier shall not be responsible that the Software Service meets any other purposes than those set out in the Agreement.
- 4.3 The Software Service shall be deemed to contain an error if the Software Service substantially deviates from the service description and the deviation makes the Software Service substantially more difficult or impossible to use ("**Error**"). The Customer must immediately notify the Supplier of any Error they discover.
- 4.4 The Supplier shall maintain the Software Service and correct any Errors found in the Software Service that are under its responsibility in accordance with the Service Level agreed in the Service Level Agreement attached to the Order ("**SLA**"). If the Service Level is not as agreed in the SLA, the Supplier shall begin to correct the Errors without undue delay during its normal service hours.
- 4.5 The maintenance of the Software Service does not cover the correction of Errors caused by actions or omissions by a third party and/or factors on Customer's responsibility, Force Majeure or other reasons beyond the Supplier's control. If it is found that an Error is due to a cause by the Customer, the Supplier has the right to charge the Customer for the costs incurred in identifying, resolving and correcting the Error in accordance with its current price list.
- 4.6 The Supplier shall have the right to make changes affecting the content and technical implementation of the Software Service in such a way that the level of the Software Service as a whole does not decrease from what has been agreed in the SLA. If such changes require changes to the Customer's technical environment or to the delivery form of the Customer Material, the Customer shall be responsible for any changes required. The Supplier notifies the Customer of any material changes and new releases in the Software Service on its website or otherwise in accordance with its current practice.
- 4.7 The Supplier shall have the right to temporarily

suspend the access to the Software Service or part of it if the suspension is necessary for maintenance, repair, replacement, change, inspection, software update, or other similar reason ("**Maintenance Break**"). The Supplier strives to avoid or minimize the disruption occurred to the Customer. The Supplier notifies the Customer about the Maintenance Break according to Supplier's current practice about two (2) weeks before the Maintenance Break. If it is necessary for pressing reasons to have a Maintenance Break at a shorter notice, the Supplier shall notify the Customer of the Maintenance Break as soon as possible.

5 Backups and data recovery

- 5.1 The Customer Material, which is stored in the Software Service is continuously secured by appropriate data backup measures.
- 5.2 In case the Customer Material is damaged, lost, deleted, or destroyed, or otherwise corrupted so that it cannot be retrieved or used, and this damage has been caused by the Customer, the Supplier is entitled to invoice the Customer the costs related to retrieving and/or correcting the Customer Material, according to the the Supplier's current price list.

6 Intellectual Property Rights and Disposal of Data

- 6.1 Any and all proprietary and Intellectual Property Rights in and to the Software Service (or related documents) and amendments thereto shall belong to the Supplier or its licensors. The Customer shall have a limited right to access the Software Service within the limits of the valid License Grant and use the Software Service in the Customer's internal business operations. The Customer shall not attempt in any way to translate, decompile, replicate, or reproduce the Software Service (or its source code). Customer's users must have their dedicated user licenses to use the Software Service.
- 6.2 Any and all Intellectual Property Rights to the Customer Material shall be the property of the Customer. The Supplier has the right to use the Customer Material only for the purposes of providing the Software Service. The Supplier shall destroy or, if requested by the Customer and at the Customer's expense, return the Customer Material upon termination of the Agreement. The Supplier shall, on request, certify to the Customer that the Customer Material has been destroyed or returned. Customer Material must be transferred to the Customer within a reasonable time from the request of the Customer. If the Customer does not request the Supplier to return Customer Material or otherwise instruct the Supplier in writing, Supplier shall permanently destroy Customer Material within sixty (60) days from the termination of the Agreement.
- 6.3 The Supplier may use the Transaction Data for the purposes of providing the Software Service to the Customer and as specified in the applicable laws, regulations and regulatory orders. The Transaction Data shall be retained in accordance with the retention periods defined in the applicable laws, regulations, and regulatory orders and shall be destroyed without

undue delay after such mandatory retention periods end. However, despite the above, the Supplier shall be entitled to collect anonymized transaction and analytics data through the use of the Software Service, and to use such anonymized data to optimize, improve and develop the Software Service.

7 Indemnification

- 7.1 If any claim alleging that the Software Service infringes any Intellectual Property Rights belonging to a third party is made against the Customer, the Customer agrees to promptly notify the Supplier in writing of such claim, allow the Supplier to conduct and control the litigation or settlement of such claim, and cooperate with the Supplier in the investigation, defense, and/or settlement thereof. If such a notification has been made promptly, the Supplier shall indemnify the Customer by paying any settlement, or any judgement, costs or legal fees finally awarded against the Customer for such a claim in a judgment or settlement agreement approved by the Supplier. The Customer may participate in the abovementioned matter at the Customer's own expense.
- 7.2 If such a claim has been made or in the Supplier's opinion is likely to be made, the Supplier may, at its discretion, modify the Software Service, obtain rights for the Customer to continue using the Software Service, or terminate the license for the Software Service and refund the relevant portion of the current service fees paid by the Customer. The Customer agrees to abide by the Supplier's decision and cease using the Software Service if so required.
- 7.3 The Supplier shall not be liable for any claim arising from or based upon: (a) any unauthorized use, reproduction or distribution of the Software Service; (b) any modification or alteration of the Software Service without the prior written approval of the Supplier; (c) use of the Software Service in combination with any other software or hardware not specified in the documentation to the extent the claim would not have arisen but for such combination; (d) use of a prior version of software, if use of a newer version of the software would have avoided such claim and such newer version is made available without charge; or (e) any third party software or components.
- 7.4 If any claim is made alleging that the Customer's use which is against the Agreement or the purpose of the service description of the Software Service or the Customer Material Customer has delivered to the Supplier is unlawful or infringes any Intellectual Property Rights belonging to a third party, the Customer shall defend, hold harmless and indemnify the Supplier.
- 7.5 This section 7 states the Supplier's exclusive obligation and liability, and the Customer's sole remedy, for claims of infringement of Intellectual Property Rights.

8 Service fees

- 8.1 The Customer shall pay to the Supplier the fees specified in the Agreement for the Software Service and its use. Unless the fees are agreed in the

Agreement, the fees shall be in accordance with the Supplier's current price list. Unless otherwise agreed in writing, the payment obligation begins with the Delivery Date and ends when the Agreement is terminated. License Grant defined in the Order shall be considered binding and constituting a minimum threshold for the service fees during the term of the Agreement.

- 8.2 Unless otherwise agreed in writing, the prices shall include the official charges levied by the authorities on the date of signature of the Agreement, excluding VAT. VAT will be added to the prices at the time of invoicing in accordance with the provisions in force at any given time. If the amount of public charges imposed by the authorities or other basis of payment changes either due to changes in the legislation or changes in tax practice, the prices of the Software Service shall change accordingly.
- 8.3 The Supplier shall have the right to change its prices by notifying the Customer in writing at the latest 90 days prior to the effective date of the change. If the Customer does not accept the change, it has a right to terminate the Agreement within 30 days from the date of the notice. In case the Customer gives such notice for termination, the Agreement shall terminate upon the effective date of the price change.

9 Payment Terms

- 9.1 The invoicing of Software Service shall be started from the Delivery of the Software Service. All the fixed price recurring charges shall be invoiced periodically in advance for the period.
- 9.2 The payment term shall be 14 days from the date of the invoice.
- 9.3 The Supplier shall have the right to charge the service fees also for the period during which the Software Service could have not been delivered because of the Customer or a factor on Customer's responsibility.
- 9.4 The Customer shall make any objections regarding the invoice to the Supplier in writing before the due date. Notwithstanding the objection, the Customer must pay the undisputed portion of the invoice by the due date. If the notice is found to be unfounded, the Customer shall pay the overdue invoice, including interest for late payment, within seven (7) days after the objection has been found unfounded.
- 9.5 In the event of a delay in the payment or part thereof, the Customer shall pay default interest on the delayed amount in accordance with the Finnish Interest Act. The Supplier shall be entitled to charge for a payment reminder according to the Supplier's current price list.
- 9.6 The Supplier has the right to suspend the Customer's access and use of all Software Service due to Customer's failure to pay any due payments in accordance with these Terms nor has corrected its actions within a reasonable time after Supplier has notified the Customer of the matter in writing. If the Customer fails to pay the overdue payments despite the Supplier's payment request and the suspension of the Software Service, all other receivables to be invoiced for the Software Service shall be due

immediately. In the event of a delay of more than thirty (30) days from the original due date of the invoice, despite the payment request, the Supplier is entitled to terminate the Agreement in accordance with section 12.3 of these Terms.

10 Processing of personal data and data protection

- 10.1 The Data Protection Agreement attached to the Agreement shall apply to the processing of personal data and data protection under the Agreement. As a data controller, the Customer is responsible for ensuring that the Software Service is used in compliance with valid legislation and regulations, especially with the provisions on the processing of personal data, because the Customer retains control over what personal data the Customer collects to the Software Service.
- 10.2 In all cases, the Supplier's liability arising out of or relating to processing of personal data and data protection shall be subject to limitations of liability of section 11.4.

11 Warranty, damages and liability

- 11.1 The Software Service is provided "as is" without warranty of any kind. The Supplier makes no warranty that the Software Service will be uninterrupted, error free, or fit for a particular purpose.
- 11.2 The Supplier is responsible for ensuring that the Software Service is produced and made available to the Customer in the manner described in the valid service description.
- 11.3 The Supplier shall not be liable for any damages arising out of or relating to (i) actions or omissions by a third party, (ii) factors on Customer's responsibility, or (iii) factors based on which the Service Level agreed in the SLA cannot reasonably be influenced and/or because of which the Supplier is not reasonably expected to be responsible.
- 11.4 Each Party's liability under the Agreement shall be limited only to direct damages inflicted on the other Party. Neither Party shall be liable for any indirect or consequential damages. Indirect or consequential damages shall mean e.g. loss of profits or damage caused due to decrease or interruption in turnover or production. The Supplier shall not be liable for the loss of data. The Supplier's total aggregate liability under or in relation to this Agreement, shall not, under any circumstances, exceed the payments made by the Customer in the preceding twelve (12) months' period under the Agreement, excluding any value added tax. The limitations of liability in this section 11.4 shall not apply to damages caused by willful misconduct or gross negligence.

12 Fair use, suspension and termination

- 12.1 Software Service based e.g. on internet or telecom connections shall be used reasonably and according to the Supplier's fair use policy valid at each time. Supplier's current fair use policy is included in section 23. The Supplier shall have the right to prevent the Customer's or its' users' access to and/or use of the

Software Service without first consulting the Customer, if the Supplier justifiably suspects that the Customer or its users burden or use the Software Service in a manner that jeopardises the delivery of the Software Service to other users.

- 12.2 If the Customer is found to be in breach with any of the instructions regarding the use of the Software Service set forth in these Terms or otherwise in writing, the Supplier may suspend or terminate the Customer's user rights and suspend the delivery of the Software Service temporarily for the time of the investigation of the breach.
- 12.3 A Party may terminate the Agreement immediately in writing if the other Party (i) violates the terms of this Agreement and does not remedy the breach within thirty (30) days of receipt of a written request for correction, or (ii) becomes insolvent, is declared bankrupt, suffers other similar proceeding or discontinues its business.
- 12.4 The Customer shall be obliged to pay the Supplier other payments, despite the suspension of the Software Service, to the extent they are provided by the Supplier.

13 Term of the Agreement

- 13.1 The Agreement enters into force on the Effective Date specified in the Order.
- 13.2 If not specifically agreed otherwise, the Agreement shall be valid for a period of Initial Term from the Delivery Date specified in the Order. After the Initial Term the Agreement shall automatically renew for consecutive periods of 12 months (each a "**Renewal Term**"), unless and until either Party gives a written notice of termination three (3) months prior to the end of the Initial Term or Renewal Term, as applicable.
- 13.3 In addition to the specific termination sections defined in these Terms, the Agreement shall terminate when all Orders have been terminated.
- 13.4 The Supplier shall assist the Customer at the termination of the Agreement so that it is possible for the Customer to transfer from using the Software Service to the use of the services provided by a third party or the Customer itself. The Supplier is obligated to reasonably contribute so that the transfer of responsibilities can be executed without causing unreasonable interference or interruption to the operation of the services. In order to fulfill the Supplier's obligation to assist, the Supplier shall use reasonable efforts to transfer the Customer Material (including personal data) to the Customer or to another supplier designated by the Customer. The Supplier shall be entitled to invoice for the work described in this section in accordance with the current price list.
- 13.5 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall survive. Such terms and conditions include but are not limited to terms relating to confidentiality, Intellectual Property Rights, indemnifications and applicable law and dispute resolution.

14 Discontinuation of the production of the Software Service

14.1 The Supplier shall have the right to discontinue the production of the Software Service or any individual part of the Software Service for a valid reason such as a change in the law, regulation or authority decision or practice, the complete cessation of the production of the Software Service, the change of technology or the obsolescence of technology. The Supplier has the right to terminate the Agreement for any portion of the discontinued Software Service or part thereof by notifying the Customer in writing within a reasonable time, but at least six (6) months in advance. The Supplier is not obliged to compensate the Customer for any damage caused by the premature termination of the Agreement. The Supplier shall credit the Customer for any already paid service fees for the period of the premature termination for any discontinued services.

15 Confidentiality

- 15.1 Each Party undertakes to keep all business and trade secrets received from the other Party in connection with the Agreement confidential and shall undertake not to use such confidential information for any other purposes than provision and use of the Software Service according to the Agreement.
- 15.2 The confidentiality obligations shall not apply to such material and information which: (a) is generally available or otherwise public or which later becomes public for other reasons than a breach of the Agreement by the receiving Party, (b) the receiving Party has received from a third party without a confidentiality obligation, (c) the receiving Party has in its possession without a confidentiality obligation prior to the receipt of the same from the other Party, (d) which the receiving Party has independently created without use of the confidential material or information of the other Party, or (e) is required to be disclosed by law or regulation.
- 15.3 Each Party is entitled to disclose confidential information only to those of its employees and subcontractors who need this information to provision and use of the Software Service.
- 15.4 Each Party is responsible for ensuring that its employees, as well as any subcontractors, are bound by and comply with the confidentiality obligations set out in this section.
- 15.5 Unless separately agreed on the returning of data, each Party shall destroy the other Party's confidential information with all copies thereof, when the Agreement is terminated or during the term of the Agreement, if so separately requested in writing by the other Party. The confidentiality obligations set out in this section shall remain valid during the term of the Agreement and for a period of thirty-six (36) months thereafter.

16 Force Majeure

16.1 A Party shall be exempt from discharging their contractual obligations and liability for damages, if the breach of contractual obligations or failure to fulfil

contractual obligations is due to a reason outside of Party's influence which Party could not have reasonably taken into account at the time of entering into the Agreement and the consequences of which the Party could not reasonably have prevented or removed ("Force Majeure"). Force Majeure can be, for example: war, state of emergency, rebellion or other crisis situation, strike, lockout or other labor dispute (including internal industrial action of a Party), import or export ban, interruption of general energy supply or transport, data communications interference, security threat or breach, fault or delay of transmission or telecommunications devices acquired from a third party or held by third party, or any other reason comparable to the above, independent of the Parties.

16.2 A Party wishing to invoke a Force Majeure shall immediately notify the other Party in writing of the Force Majeure and the cause of the Force Majeure after it has presented. The Party shall be released from performing its obligations only to the extent that Force Majeure prevents them from being performed. The Party must inform the other Party of the cease of Force Majeure without undue delay.

16.3 If the contractual obligation is delayed or prevented due to Force Majeure for more than three (3) months, each Party shall have the right to terminate the Agreement in respect of its prevented part without the right of either Party to claim damages.

17 Notices

17.1 The Parties shall send the notices related to the Agreement to the other Party in writing to its official address or to its other address mentioned in the Agreement.

18 Changes to these Terms

18.1 Supplier reserves the right to change, modify, add or remove portions of the Terms any given time. Customer will be deemed to have accepted such changes by continuing to use the Software Service. Supplier will, however, notify Customer by posting a note in the Software Service of any substantial changes to the Terms. Further, if at any point Customer does not agree to any portions of then-current version of our Terms, Customer's license to use the Software Service shall immediately terminate, and Customer must immediately stop using the Software Service. Customer shall check the Software Service on a regular basis so that Customer remains aware of the then-current Terms.

19 Miscellaneous

19.1 If any provision of the Agreement is found to be invalid or unenforceable, the Agreement shall otherwise remain in force and effect.

19.2 The Agreement is the complete statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications pertaining to the subject matter of the Agreement.

20 Transfer of the Agreement

20.1 Supplier has the right to transfer this Agreement to a company belonging to the same group of companies or in connection with the sale of business or other similar corporate arrangement to a third party who will continue to conduct the business under the Agreement. Any transfer shall be notified to the Customer in writing. In addition, the Supplier has the right to transfer its receivables under the Agreement to a third party. Otherwise, neither Party shall be entitled to transfer the Agreement to any third party without the prior written consent of the other Party.

21 Applicable law

21.1 The Agreement shall be governed and interpreted by the laws of Finland, excluding its choice of law provisions.

22 Dispute resolution

22.1 The Parties shall strive to resolve any dispute, controversy or claim arising out of the Agreement, through mutual negotiations. If no agreement is reached in the negotiations within thirty (30) days, dispute arising out of this Agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The language of the arbitration shall be English unless otherwise agreed in writing between the Parties. The seat of arbitration shall be Helsinki, Finland. The Parties undertake to keep the arbitration proceedings confidential and to use the information provided in the arbitration proceedings only to conduct the arbitration proceedings.

22.2 The Supplier always has the right to submit a claim for a contractual monetary receivable to the District Court of Helsinki.

23 Additional terms

23.1 The Supplier may apply reasonable industry-wide standard policies and practices, like Fair Use Policy, to regulate the usage of Software Service from time to time. Any such regulations are published at help.benemen.com and will be informed to the Customer. The Customer commits to comply with any such policies and practices.

23.2 The Supplier uses universal third party operating system service, public cloud, and component services supplied by major software providers and software service providers in accordance with their standard terms. An up-to-date list of the suppliers concerned is available on help.benemen.com.