

## Appendix 1 – General Terms and Conditions

These General Terms and Conditions (hereinafter “Terms”) apply as part of the Agreement between the Parties to which these Terms and Conditions are annexed. These Terms form an integral and integral part of the Agreement between the Parties. The definitions used in these Terms shall have the same meaning as given to them on the cover page. In the event of any conflict between the terms and conditions set out on the cover page and these Terms, the terms and conditions set out on the cover page shall prevail. **The parties agree as follows:**

### 1. The service offered and the installation process

- 1.1 Serviceform provides a set of tools in a service package designed to modernise and facilitate customer service and to provide statistics that allow the subscriber to easily perform analysis.
- 1.2 The Agreement shall include all features of the Serviceform Service, as well as the right to use any future upgrades to the Service that are made during the Agreement Period.
- 1.3 The Service Provider shall install the Service on the Subscriber's website. The Subscriber shall contribute to the installation of the Service and provide the Service Provider with all necessary information and access rights to install the Service. The aim is to automate the customer service of the website, to increase the number of contacts through automated conversations, and to provide statistics and analytics.

### 2. Payment Schedule and Costs

- 2.1 The Service will be invoiced in advance on the billing cycles agreed on the cover page. Invoices are payable within 14 days net of their date. The prices are always subject to VAT at the applicable rate.
- 2.2 In the event of late payment, interest on arrears will be charged in accordance with the Finnish Interest Act in force at the time and a reminder fee of EUR 40 per reminder.
- 2.3 The Service Provider shall have the right to change the pricing of the Service, but only by way of providing at least thirty (30) days advance written notice to the Subscriber.

### 3. Duration and termination of the Agreement, transfer and amendments

- 3.1 The Agreement shall enter into force on the Agreement start date agreed on the cover page of the Agreement. The Agreement shall remain in force for the duration of the Agreement Period and shall automatically renew at the end of each Agreement Period for a period of equal duration, unless terminated in writing by either Party at least 30 days before the end of the current Agreement Period. Termination may be made by e-mail to the e-mail addresses indicated on the cover page. Any change of e-mail address must be notified to the other party without undue delay. Termination shall be deemed to have been given if the e-mail server does not send an error message to the sender.
- 3.2 The term of the Agreement shall commence when the Service is activated.
- 3.3 The Service Provider may terminate this Agreement with immediate effect if (1) the Subscriber is in arrears with payment of its invoices, (2) the Subscriber is in debt restructuring, bankruptcy, or reorganization, or (3) the Subscriber is otherwise unable to meet its payment obligations, or (4) the Subscriber breaches this Agreement. If the Service Provider terminates this Agreement for any of the above reasons, the Service Provider shall not be liable to the Subscriber. Termination of this Agreement for the foregoing reasons shall not relieve the Subscriber of any payment obligations already due and owing.

3.4 The Service Provider shall have the right to transfer this Agreement by a written notice to the Subscriber (i) to a company within the group of companies to which the Service Provider belongs and (ii) to a third party in case the business of the Service Provider to which this Agreement belongs, is transferred to such third party.

3.5 The Service Provider shall have the right to amend these General Terms and Conditions by providing at least thirty (30) days advance written notice to the Subscriber together with the updated terms.

#### 4. Availability of the Service

4.1 The Service Provider's objective is to provide 99% availability of the Service during the Agreement Period.

4.2 The Service Provider shall have the right to take measures affecting the availability of the Service if, in the opinion of the Service Provider, such measures are necessary for technical, maintenance, operational or safety reasons. The Subscriber shall be notified in advance of any planned outages due to system maintenance.

#### 5. Further Development

5.1 The Service Provider undertakes to answer the Subscriber's questions regarding the Service within seven (7) business days.

5.2 In addition to the hours of further development included in the Agreement, the Subscriber shall have the option to order new add-ons or improvements to the Service. In this case, all costs will always be estimated in advance and approved by the Subscriber by e-mail prior to implementation. The additional work will, in principle, always be invoiced on an hourly basis in accordance with the current price list (Annex 2). The Service Provider shall be entitled to update the attached price list and change the prices contained therein every six months by notifying the Subscriber in writing. The prices will always be subject to VAT at the applicable rate.

#### 6. Processing of personal data and privacy

6.1 The processor undertakes to comply with the obligations set out in the Data Protection Legislation and good data processing practice in the processing of personal data.

6.2 In connection with the use of the Services, personal data may be transferred from the Subscriber to the Serviceform system. In this case, the Subscriber is the data controller in accordance with the EU General Data Protection Regulation ("GDPR", Regulation 2016/679 EU) and the Service Provider is the processor of the personal data.

6.3 The processor and any natural person acting under the authority of the processor who has access to the personal data shall process the personal data only for the purposes of performing the services under the Agreement or otherwise in accordance with the instructions given by the controller.

6.4 The processor shall process personal data only on devices located in EU/EEA countries or in any country which ensures an adequate level of data protection as decided by the EU Commission.

6.5 Unless otherwise provided by law or order of a public authority, the processor shall not disclose personal data or other information about the processing of personal data without the express consent of the controller. The processor shall not represent the controller or act on behalf of the controller in relation to public authorities or third parties.

6.6 The processor shall take the necessary technical and organisational measures to protect personal data against unauthorised access, accidental or unlawful destruction, alteration, disclosure, transmission, or any other unlawful forms of processing.

6.7 The processor is aware of and undertakes, as the Service Provider, to comply with its obligations arising from the legal provisions relating to the processing of personal data, the most important of

which are the Data Protection Act (5.12.2018/1050 as amended) and the General Data Protection Regulation of the European Union (Regulation 2016/679 EU).

## 7. Customer information

- 7.1 The Subscriber owns all rights to the subscriber data and the Service Provider shall not have any rights to the Customer Data or any part thereof, except as provided in these Terms. The Service Provider shall have the right to use the Subscriber's data during the Agreement Period for the purpose of supplying the Services to the Customer.
- 7.2 The Subscriber grants the Service Provider the right to use its name and logo on the Service Provider's website in a reference list. The Subscriber also has the right to request the removal of his name and logo from the Service Provider's reference list.

## 8. Data Collection

- 8.1 The Service Provider uses automated applications and software to collect information about the use of the Services. The Service Provider collects and uses information to protect, maintain and improve its products and services and to perform various statistical and analytical functions. The information collected in this way is completely anonymous.

## 9. Subcontractors

- 9.1 The Service Provider has the right to use subcontractors for providing, updating, and maintaining the Service without the separate consent of the Subscriber. The Service Provider shall be responsible for the performance of its subcontractors as if they were its own.
- 9.2 The processor shall ensure that its potential Subcontractors undertake to process the personal data in accordance with the data protection legislation and the instructions issued by the controller.
- 9.3 The processor undertakes to enter into a written agreement with subcontractors when using subcontractors to process personal data under this contract. The

processor shall be responsible for fulfilling the obligations of the subcontractors it uses vis-à-vis the controller.

- 9.4 In case Serviceform Oy is not the Service Provider, it acts as a subcontractor to the Service Provider with respect to producing the Service and processing of personal data. The processor is obliged to inform the controller in advance of any planned changes concerning the addition or replacement of subcontractors.

## 10. Data Security

- 10.1 Except as otherwise provided in these Terms, the Service Provider will not sell, rent, or otherwise make available the information collected to third parties. However, the Service Provider may disclose information in the following cases: (i) to comply with any law, regulation or governmental request or to respond to a request based on a legally binding decision; (ii) to investigate or respond to security threats or fraud; (iii) in connection with a reorganization, merger or sale or acquisition of the Service Provider, in which case personal information may be disclosed to the parties to the reorganization or merger or to the purchasers. In these situations, the Service Provider will ensure that the parties comply with the instructions set forth herein and will notify the parties if information has been disclosed.

## 11. Intellectual Property Rights

- 11.1 The Service Provider is the exclusive owner of the intellectual property rights relating to the Services. The Service Provider does not transfer by this Agreement any intellectual property rights owned by it to the Subscriber. Intellectual property rights include, but are not limited to, copyrights, patents, trademarks, trade names, design rights and product designs, source codes, databases, business plans and know-how, whether registered or not. All documents, including manuals, user guides and other written descriptions, whether electronic or non-electronic, relating to the creation and use of the Services shall be deemed to be part of the Services and shall be subject to the same restrictions. All copyrights,

trademarks, registered trademarks, product names, trade names, or logos mentioned in the Services or in connection with the Services are the property of their respective owners.

- 11.2 Under no circumstances shall the Subscriber attempt to decompile, copy, modify, publish or sell the source code of the Service or make any additions to it.
- 11.3 The Service Provider shall not make any claims relating to intellectual property rights or ownership rights in respect of any information owned by the Subscriber and which it may transmit to the Service.

## 12. Confidentiality

- 12.1 Neither Party shall disclose to third parties any information concerning the activities of the other Party which may be considered a business or professional secret, or which is covered by the obligation of professional secrecy under the law.
- 12.2 Each Party shall be responsible for ensuring that its employees comply with the confidentiality provisions mentioned herein. Each Party shall be responsible for ensuring that the confidentiality of the Agreement is protected by the measures specified in this confidentiality provision or otherwise.
- 12.3 The Parties' obligation of confidentiality under this Agreement shall continue during the term of this Agreement and for an additional five (5) years after the termination of this Agreement.

## 13. Limitation of Liability

- 13.1 The maximum amount of the Service Provider's liability for damages in respect of this Agreement, including any penalties for late payment, shall not exceed a total of twenty (20) per cent of the total invoice, exclusive of VAT, for the Agreement Period.

13.2 The Parties shall not be liable for any indirect or consequential damage, including, without limitation, loss of turnover and profit.

13.3 The Parties shall not be liable for any failure of performance or damage caused by force majeure. Force majeure on the part of a subcontractor used by the Service Provider shall be considered force majeure on the part of the Service Provider.

## 14. Applicable Law and Arbitration

14.1 The Agreement is governed by Finnish law, excluding its conflict of law rules.

14.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances.

(a) The seat of arbitration shall be Helsinki, Finland.

(b) The language of the arbitration shall be English.

14.3 Notwithstanding the foregoing, the Service Provider shall have the right to submit claims for its undisputed fees, costs and expenses to the Helsinki District Court or to the competent court at the Subscriber's place of residence.