

SAAS GENERAL TERMS AND CONDITIONS (“Terms”)

1 SCOPE OF THE TERMS; PARTIES

- 1.1 These Terms apply to Agreement(s) (defined in Section 2) on the provision of the Software Service and/or Consultation Services (both defined in Section 2) by RP Reaaliprosessi (“**Supplier**”) to the firm, company, corporation or other entity named in the Agreement (“**Customer**”). Customer shall be a firm, company, corporation or other entity, and Customer may not be an individual person or consumer. These Terms form an integral part of the Agreement. Customer’s purchase, procurement or other terms shall not apply to the Agreement, even if referred in or attached to Customer’s purchase order or other document submitted by Customer. Supplier and Customer are hereinafter referred to each as a “**Party**” and together as the “**Parties**”.
- 1.2 Customer represents and warrants that each user of Customer who takes the Software Service into use or otherwise accepts the Agreement (including but not limited to these Terms), or a modified or new version thereof, is authorized to enter into a binding agreement on behalf of Customer and that Customer is bound by the Agreement (including but not limited to these Terms).
- 1.3 BY CLICKING THE ACCEPTANCE OF THE AGREEMENT, SIGNING THE AGREEMENT OR USING THE SOFTWARE SERVICE OR THE DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT.

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein, unless otherwise agreed in the Agreement:

“**Agreement**” means an agreement in which the Parties agree on the provision of the Service(s) to Customer, such as (i) an agreement signed by the Parties, (ii) Supplier’s binding offer accepted by Customer, or (iii) Customer’s order (e.g. by email or through Supplier’s e-commerce or other system) confirmed by Supplier e.g. by commencing the provision of the Service. For the avoidance of doubt, offers and orders can be made also in electronic form (e.g. email or other electronic confirmations).

“**Consultation Service(s)**” means, except for the Software Service, any services agreed to be provided by Supplier in the Agreement, such as consultation, separately priced Support Services and/or training.

“**Customer Data**” means any data or other content submitted by or on behalf of Customer into the Software Service, through integrations with the Software Service or otherwise, and including but not limited to the personal data submitted by or on behalf of Customer.

“**Delivery Date**” means the date Supplier has given Customer the first user name or otherwise the opportunity to use the Software Service for the purpose of the Trial Use.

“**Documentation**” means usage manuals and other documentation in written or electronic form that are supplied to Customer or included in the Software Service.

“**Error**” means an error in the Software Service, which can be reproduced and which causes the Software Service not to function materially according to the Service Description. Any known errors listed in the Service Description are not considered as Errors.

“**Intellectual Property Rights**” means any and all intellectual property rights, such as patents, inventions, utility models, trademarks, domain names, copyrights, rights related to copyright, rights in designs and rights in know-how, whether registered or not, and including without limitation the right to amend and further develop the objects of such rights and to assign and sub-license the rights to third parties, and including applications for grant of any of the foregoing, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may exist anywhere in the world.

“**Service(s)**” means the Software Service and/or the Consultation Services.

“**Service Description**” means the Software Service’s written service description, as modified by Supplier from time to time, excluding at all times marketing materials.

“**Software Service**” means the NosyMouse gRPC tester software as a service defined in the Agreement to be provided by Supplier to Customer. Supplier may change the name of the Software Service at any time.

“**Statistical Information**” means information (i) on the way Customer and its users use and access the Software Service, such as information on the time of use and of ways to access the Software Service, (ii) on the geographies, devices, browsers and similar identifications of the use of the Software Service, (iii) the Customer Data, as such or as processed and/or combined with other data and (iv) all other kinds of statistics and aggregated data, all of (i) – (iv) in a statistical or aggregated form so that a user’s or Customer’s identity cannot be seen from the Statistical Information.

“**Subscription Period**” means each term of Customer’s right to use the Software Service, as defined in the Agreement. If the Subscription Period is not defined in the Agreement, it shall be twelve (12) months.

“**Support Service**” means Supplier’s Help Desk investigating and/or correcting Errors, as defined in these Terms or elsewhere in the Agreement.

“**Third Party Services**” is defined in Section 4.

“**Trial Use**” is defined in Section 4.

“**Trial Period**” means, unless other time period is defined in the Agreement, a period of fourteen (14) days starting from the Delivery Date.

3 GENERAL

- 3.1 The agreed licensed functionalities of the Software Service and the other Services to be provided to Customer are defined in the Agreement.
- 3.2 Customer may make also additional orders and the Parties may agree on the provision of additional Services in written form (email or other electronic written form being sufficient) during the term of the Agreement. All orders are subject to Supplier’s acceptance and are governed by the Agreement and these Terms.
- 3.3 Supplier undertakes to provide the Software Service and other Services by using its normal working methods.
- 3.4 Unless otherwise agreed in the Agreement, the provided Software Service includes only the standard configuration of the agreed functionalities provided to Customer. Customer specific configurations, integrations or alike can be included in the scope of

- the provided Software Service only if expressly agreed in the Agreement or otherwise in written form.
- 3.5 Customer shall, at its own expense, acquire the equipment, connections, data transfer services, hardware, software and information security services that are required to be used in connection with the Software Service and for the remote connection with the Services, according to the compatibility requirements set by Supplier from time to time.
- 3.6 Each Party shall contribute to the provision of the Services with respect to factors under the command or control of the Party and make decisions that are necessary for the provision of the Services, without undue delay.
- 3.7 Supplier is entitled to trust all Customer's performance and the information in the Customer Data as well as in Customer's instructions. Supplier is not obligated to notify Customer in respect of Customer's performance or the contents of the Customer Data or Customer's instructions.
- 3.8 The Services are performed over the Internet. Any possible on-site Services shall be agreed between the Parties separately in writing and are subject to a separate charge in accordance with Supplier's then-current on-site Service prices.
- 3.9 Supplier is not liable for (i) third parties' actions or omissions, (ii) failures in Customer's network, Internet or other networks outside Supplier's control, (iii) failures in Customer's equipment connected with the Software Service or (iv) transmissions over the Internet.
- 4 TERMS OF USE**
- 4.1 Subject to Customer's payment of the prices payable for the right to use the Software Service for the Subscription Period ("**SaaS Fee**"), Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the agreed licensed functionalities of the Software Service during the said Subscription Period in Customer's internal use in accordance with the Documentation.
- 4.2 **Trial Use.** However, if in the Agreement it is agreed that Customer is granted the right to use the Software under the Trial Use grant ("**Trial Use**"), Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the agreed licensed functionalities of the Software Service during the Trial Period in Customer's internal use in accordance with the Documentation. The Trial Use can include Support Service during the Trial Period to a limited extent as defined by Supplier from time to time, without any commitment or liability by Supplier. THE SOFTWARE SERVICE UNDER THE TRIAL USE AND THE RELATED SUPPORT SERVICE ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND. ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SERVICE UNDER THE TRIAL USE AND THE RELATED SUPPORT SERVICE, SUPPLIER SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.3 Customer may use the Documentation internally to support the use of the Software Service, as long as Customer's right to use the Software Service is in force.
- 4.4 Customer may not use the Software Service or the Documentation to offer services to any third party or otherwise transfer the Software Service or the Documentation or allow access to the Software Service or the Documentation to any third party or allow any third party to benefit from the Software Service or the Documentation. Customer shall follow the usage limitations set out in the Agreement, in the Documentation or in the price list, regarding for example the maximum number of users, maximum number of concurrent users, maximum capacity and/or other limitations to the granted use. There are no implied licenses.
- 4.5 Customer may not (a) copy, modify or create a derivative work of the Services or the Documentation; (b) reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Services or the software used to provide the Services; (c) sell, resell, sublicense, transfer or distribute any of the Services or the Documentation; or (d) use the Services or the Documentation for any unlawful, fraudulent, offensive or obscene activity. Customer shall comply with any applicable laws and regulations.
- 4.6 The Software Service may contain software, code or related materials from third parties (together referred to as "**Third Party Services**"). Third Party Services may be licensed or provided under additional or other terms that accompany such Third Party Services and are displayed to Customer. An example is that Supplier's platform supplier may require that its service terms are approved by Customer when signing in to the Software Service. Customer acknowledges and agrees that these additional or other terms are between the third party and Customer.
- 5 PROVISION OF THE SOFTWARE SERVICE**
- 5.1 Customer agrees that Supplier and Supplier's platform supplier may monitor the use of the platform and the Software Service to improve their products and services and to verify Customer's compliance with the Terms. This monitoring may include for example to identify security issues.
- 5.2 Customer's users shall maintain their user names and passwords diligently and the user names and passwords may not be disclosed to third parties. Customer is responsible for the use of Software Service by using its users' user names and passwords. Customer shall immediately notify Supplier of any unauthorized use of or access to the Software Service, or if any user name or password has been revealed to any third party.
- 5.3 Supplier may suspend the provision of the Software Service and/or Customer's access to the Software Service:
- (a) if it is necessary for the purposes of installation, change or maintenance work; or
- (b) due to interruption in networks, security risks, problems in electricity supply, if required by law or an order by an authority, if Supplier suspects a breach of the Terms or if there is a similar cause demanding corrective or preventive actions or;

- (c) Customer fails to make a payment within ten (10) days from the due date; or
- (d) Customer breaches any of the terms of the Agreement and fails to remedy the same within ten (10) days after receipt of a written demand from Supplier to cure the breach; or
- (e) if Supplier suspects or gets to know that any of Customer's user names or passwords are in the hands of an unauthorized third party.
- Despite of the suspension, Customer shall pay the prices payable according to the Agreement.
- 5.4 Supplier may make changes to the Software Service and the Documentation at any time.
- 6 PERSONAL DATA AND CUSTOMER DATA**
- 6.1 The Data Processing Schedule attached as Schedule 1 is an integral part of these Terms.
- 6.2 Customer warrants that Supplier and its subcontractors and suppliers are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement. Without limiting the foregoing, Customer warrants to Supplier that: (a) the Customer Data and the personal data included in the Customer Data or otherwise provided by Customer has been obtained lawfully; (b) the Services to be provided by Supplier and its subcontractors and suppliers will be consistent with and appropriate to the specified and lawful purposes for which Customer is engaged in relation to the Customer Data; (c) Customer will not disclose the Customer Data or any part thereof to Supplier or its processors in a manner incompatible with applicable legislation or third party rights; and (d) Supplier and its processors are authorized under applicable legislation to process the Customer Data.
- 6.3 Supplier may, subject to the Data Processing Schedule in Schedule 1, store and process the Customer Data anywhere Supplier or its subcontractors and suppliers maintain facilities.
- 6.4 During and after the term of the Agreement, Supplier has a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Statistical Information in any and all means and for any and all purposes, such as for developing and managing the Software Service and the Documentation and publishing statistics and trend information.
- 7 SUPPORT SERVICE**
- 7.1 The Software Service includes the basic Support Service, as described in the Software Service's Service Description from time to time. The Help Desk may be contacted only by such Customer's named main users, who are trained and qualified in function of the Software Service.
- 7.2 Supplier does not warrant that Errors can or will be corrected or that Errors can or will be corrected within a certain time period. Supplier may prioritize the investigation and correction of different Errors taking into account their severity and effect, as estimated by Supplier.
- 7.3 Customer shall, in connection with reporting an Error to Supplier, describe and, at the request of Supplier, demonstrate how the Error occurs. Customer shall also provide without delay other information that
- Supplier requests in connection with providing the Services.
- 7.4 The Support Service does not cover the following type of Errors and Supplier is not otherwise liable for Errors that are caused by: (a) misuse, such as use in violation of the Terms, Documentation, provisions of the Agreement or Supplier's instructions; (b) the use of the Software Service with any other product, service, database, hardware, network or system not supplied by Supplier, or by changes in the same; (c) modification or a faulty integration; (d) third parties' actions or omissions, such as giving false information; (e) failures in Customer's environment, network, Internet and other networks outside Supplier's control; (f) failures in Customer's equipment connected with the Software Service or (g) or faulty form or content of Customer Data.
- 7.5 If an Error is not covered by the Support Service, Supplier shall be entitled to charge for the investigation and correction efforts of the Error in accordance with Supplier's general price list. The Parties also understand that Supplier might not be reasonably able to investigate or correct Errors caused by any of the matters listed in sub-section 7.4 above.
- 7.6 For the avoidance of doubt, the Support Service does not include Consultation Services, such as the creation of new reports or integrations.
- 8 ACCEPTANCE, NO WARRANTY**
- 8.1 The provision of a Consultation Service shall be deemed accepted if case (i) Customer does not report errors or defects in the provision of the Consultation Service to Supplier within fourteen (14) days from provision of Consultation Service, (ii) Customer notifies it has accepted the delivery, (iii) Supplier has corrected the errors or defects that Customer has reported during such time period, or (iv) Customer takes the result of the Consultation Service into use. Supplier's liability for errors and defects in the provision of the Consultation Services is limited to correction of the defect or defect or to repeating the Consultation Service.
- 8.2 Error or defect in the provision of the Consultation Service means that the Consultation Service does not fulfill materially its written Service specification in the Agreement (excluding at all times marketing materials).
- 8.3 THE SOFTWARE SERVICE IS PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND. SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE SERVICE WOULD BE ERROR-FREE OR UNINTERRUPTED. SUPPLIER MAKES NO REPRESENTATION ABOUT CONTENT, INFORMATION OR OTHER OUTPUT ACCESSIBLE THROUGH THE SOFTWARE SERVICE.
- 8.4 CUSTOMER DECIDES ON THE USE OF THE OUTPUT AND OTHER RESULTS RECEIVED FROM THE SOFTWARE SERVICE AT CUSTOMER'S OWN RISK. SUPPLIER IS NOT LIABLE FOR THE CORRECTNESS OF CALCULATIONS, PREDICTIONS, ESTIMATES, REPORTS OR ANY OTHER OUTPUT OR OTHER RESULTS RECEIVED FROM OR BY USING THE SOFTWARE SERVICE.
- 9 INTELLECTUAL PROPERTY RIGHTS**
- Title and Intellectual Property Rights in and to the Software Service, other Services, the results of

Services, the Documentation, and any copies, modifications, translations, amendments and derivatives thereof, belong to Supplier and/or its licensors.

10 PRICES AND PAYMENT

10.1 Prices

- 10.1.1 If some prices are not agreed in the Agreement or otherwise in written form, they are in accordance with Supplier's general price list in force at the time of the performance of the Service.
- 10.1.2 The price of each Renewal Subscription Period (as defined in Section 13) is in accordance with Supplier's general price list in force at the time of the renewal.
- 10.1.3 Otherwise, Supplier may amend the prices agreed in the Agreement by notifying Customer thereof latest six (6) months prior to the amendment.
- 10.1.4 Supplier may also decide to offer new or updated optional functionalities of the Software Service separately subject to an additional price (increased SaaS Fee) payable to Supplier, in which case such new functionalities are not included in the agreed SaaS Fee.
- 10.1.5 Services are not provided after the term of the Agreement, and no price of pre-paid but unused Services are refunded.

10.2 Invoicing and Payment

- 10.2.1 If not otherwise agreed in the Agreement, the prices are invoiced as follows:
- (a) starting and initial prices, when the Agreement is entered into or an order is made;
- (b) recurring prices, such as monthly, quarterly or annual SaaS Fees, in advance of the invoicing period; and
- (c) other prices monthly afterwards.
- 10.2.2 The invoicing of the SaaS Fee commences as of the time when Supplier has given Customer the first user name or otherwise the opportunity to use the Software Service.
- 10.2.3 Invoices are payable within ten (10) days from the date of the invoice. Any overdue payment shall be subject to an overdue interest at the rate of fourteen percent (14 %) per annum or the rate according to Finnish Interest Act, whichever is higher. Supplier may suspend its deliveries to Customer in the event that Customer has delayed in making any payment despite of a payment reminder.

10.3 Taxes and Expenses

- 10.3.1 Value-added tax, withholding tax, duties, levies and other taxes and governmental charges shall be borne by Customer and added to the prices. This shall not however apply to the income tax payable by Supplier for its income.
- 10.3.2 Customer shall reimburse Supplier for any travel and accommodation expenses and daily allowances accrued to Supplier for agreed traveling. Travel time shall be compensated in accordance with Supplier's general price list.

11 CONFIDENTIALITY

- 11.1 Each Party (i) shall keep in confidence all information received from the other Party of confidential nature or marked as confidential (together referred to as "**Confidential Information**"); (ii) may not disclose

the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. Supplier may disclose Customer's Confidential Information to its subcontractors and suppliers for the fulfillment of the purpose of the Agreement provided that the subcontractors and suppliers have committed to a confidentiality provision substantially similar as herein.

- 11.2 The foregoing obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority, police or court or to enforce the terms of the Agreement. Supplier shall also have the right to utilize the general expertise and skills that its and its subcontractors' or suppliers' personnel have learnt in conjunction with the Agreement. Supplier may also freely, perpetually and free of charge use and disclose, for any and all purposes, the feedback given by Customer regarding the Services, the platform where the Software Service is operated, the results of Services and/or the Documentation. The receiving Party's obligations in this Agreement with respect to the disclosing Party's Confidential Information remain in force for five (5) years from the date the receiving Party received the Confidential Information in question, and shall during such time period survive the expiration or termination of the Agreement, provided, however, that with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations will survive the termination of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

12 LIABILITY

- 12.1 Supplier shall have no liability arising out of or related to this Agreement for any (i) indirect, incidental, special, consequential or exemplary damages, such as lost revenues, profits, savings or goodwill or damage that is not reasonably foreseeable, or for punitive damages or for damages payable to third parties, or (ii) loss or alteration of data nor for any damages incurred as a result thereof such as expenses involved in the reconstitution or transfer of data, or for cover purchase, and even if Supplier or any of its suppliers or subcontractors knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.
- 12.2 Supplier's aggregate maximum liability arising out of or related to the Agreement for any and all causes of action occurred during any month (including but not limited to possible liability to make credits, price returns and/or reductions) shall not exceed the amount of the SaaS Fee without VAT paid by Customer to Supplier for the said month. Contract month means each one-month time period starting from the date the Agreement became in force. If Customer is paying e.g. an annual SaaS Fee, then, for the purposes of this sub-section, the SaaS Fee for the

month will be calculated based on the annual SaaS Fee (the annual SaaS Fee is divided by 12).

- 12.3 The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

13 TERMINATION

13.1 Term

The Agreement will remain in force initially for the first Subscription Period ("**Initial Subscription Period**") after which the Agreement will continue to be in force for subsequent time periods each equal to the length of the Initial Subscription Period (each "**Renewal Subscription Period**"), unless terminated by either Party by a written notice given at least fourteen (14) days prior to the end of the then current Initial Subscription Period or Renewal Subscription Period. If so terminated, the Agreement terminates at the end of the then current Subscription Period (either the Initial Subscription Period or a Renewal Subscription Period).

13.2 Termination Due to Cause

Either Party may terminate the Agreement immediately with a written notice, if the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach.

13.3 General

For avoidance of doubt, when the Agreement terminates, also the then current Subscription Period terminates. A Subscription Period cannot survive the termination of the Agreement.

14 MISCELLANEOUS

14.1 Amendment of Terms; Waiver

- 14.1.1 Supplier may amend these Terms by giving a notice to Customer. If Customer does not accept the amendments which are unfavorable to Customer, Customer may terminate the Agreement as Customer's sole and exclusive remedy, to terminate on the date the amended Terms become effective. Customer shall notify Supplier of the termination in written form latest thirty (30) days before the date the amended Terms become effective. The amended Terms will become effective on the date announced by Supplier. Customer's continued use of the Software Service after the announced date constitutes Customer's acceptance of the amended Terms.

- 14.1.2 Other amendments of the Agreement are valid only if made in writing and signed by each Party.

- 14.1.3 A failure by a Party to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

14.2 Reference Right

Supplier is entitled to use Customer's name as a reference customer publicly and in marketing.

14.3 Notices

Supplier may make effective notifications to Customer by push notifications, to Customer users' email addresses, phone numbers and other contact addresses, in the user interface of the Services and in other means. Customer guarantees that each of its users is authorized to receive notifications and to

accept amendments of these Terms and other terms of the Agreement on Customer's behalf.

14.4 Assignment and Subcontractors

Either Party may not assign the Agreement to a third party, without the prior written consent of the other Party. However, Supplier may assign the Agreement and/or some or all of its rights arising out of the Agreement to a transferee or when assigning the ownership of Supplier's business or part thereof, or to Supplier's affiliated company, and, for the avoidance of doubt, by operation of law. Supplier may also assign its receivables based on the Agreement to a third party. Supplier may subcontract its obligations. Supplier is liable for the work of its subcontractors as work of its own.

14.5 Recruitment Restriction

Customer may not hire any employee or director of Supplier or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of such person, until twelve (12) months has passed from the earlier of (i) termination or expiration of the Agreement or (ii) cessation of the person's employment or director relationship with Supplier. In case of a breach of this recruitment restriction, Customer shall pay to Supplier as liquidated damages seventy thousand (70.000) euros for each breach.

14.6 Survival

Upon termination of the Agreement, the provisions relating to Intellectual Property Rights, disclaimers of warranty, confidentiality, limitations of liability, recruitment restriction and governing law and dispute settlement, shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement, shall survive the termination, such as Customer's obligation to pay all prices that are payable by Customer based on the Agreement.

14.7 Entire Agreement

The Agreement supersedes previous proposals, marketing materials and other communications between the Parties with respect to the subject matter of the Agreement.

14.8 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in full force and effect. Such invalid provision shall be amended by the Parties and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

14.9 Force Majeure

Supplier shall not be liable for delays, defects or damages that are caused by factors due to an impediment beyond Supplier's reasonable control, which Supplier cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which Supplier could not reasonably have avoided or overcome. Such events of force majeure shall include (without being limited to) war, strikes and other labour disputes, acts of government, statutes, ordinances or regulations, embargo, natural disasters, accidents, failures of telecommunication, general shortages of energy, security attacks, and failures in Internet and other

networks outside Supplier's control. The force majeure events suffered by Supplier's subcontractors shall also be deemed as force majeure events.

14.10 Governing Law and Dispute Settlement

The Agreement shall be construed in accordance with Finnish laws, excluding the choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. Customer and Supplier shall attempt in good faith to resolve the disputes arising out of the Agreement. If Customer and Supplier are however unable to resolve a dispute within thirty (30) days of service of the dispute notice to the other Party, all disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce, in Helsinki in English language. Notwithstanding the above, Supplier may also seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions contained in the Agreement and take legal actions concerning overdue payments, in any court of law.

14.11 Schedules

Schedule 1: Data Processing Schedule