

OY EVERON AB / EVERON UK LTD. GENERAL TERMS AND CONDITIONS

1 Application

1.1 These general terms and conditions ("**General terms and conditions**") shall be observed when Oy Everon Ab or a company in the same concern (later "**Seller**") sells to a client ("**Buyer**") Devices or other Products of the Seller, unless agreed otherwise in writing by the Seller and the Buyer ("**Parties**"). These General terms and conditions are also applied to Services provided by the Seller, unless agreed otherwise in writing. Devices, Products and contents of Service and applicable special terms and conditions are defined in the agreement, and/or its appendices, between the Seller and Buyer ("**Agreement**").

"**Device**" refers to one or more devices, which are the object of the Agreement.

"**Product**" refers to a combination of Devices, accessories, software, information system, or other similar whole, which is the object of the Agreement and which may also include written instructions or other associated documentation.

"**Service**" refers to installation, maintenance, upkeep, support, consulting, training or software service, or other service or a combination thereof being the object of the Agreement.

1.2 Terms and conditions set by the Buyer which conflict with these General terms and conditions are not applied to Devices, Products or Services. Terms and conditions set by the Buyer are only to be applied if agreed specifically in writing in the Agreement. If the Buyer has specified a term or condition in his order which conflicts with the terms and conditions of the Seller, the Seller's General terms and conditions shall prevail even if the Seller has not contested such a term or condition. The Agreement, the Seller's quotation, and these General terms and conditions shall prevail over any discordant or conflicting terms and conditions in the Buyer's orders, confirmations, forms or documents.

1.3 The Parties agree in writing if the Product contains Open source software or Standard software.

1.3.1 "**Open source software**" refers to software or software components which (a) are licensed according to the open source license terms mentioned on the website www.opensource.org/licenses; (b) fulfils the definition of open source given on the website www.opensource.org/docs/osd ; or (c) is otherwise licensed with license terms which correspond to the requirements set on the website www.opensource.org/docs/osd.

"**Standard software**" refers to software or software components, which are marketed or licensed to several clients, as well as any manuals or other documentation associated with them and possible media.

1.4 Instead of the terms and conditions of the Agreement or these General terms and conditions, the terms and conditions of the Agreement

pertaining to open source software are primarily applied to the Open source software.

1.5 The terms and conditions of the Agreement and these General terms and conditions prevail over the terms and conditions pertaining to the Standard software in question.

2 Concluding and transfer of an agreement

2.1 An Agreement has been concluded once the Parties have signed the Agreement in a valid manner, the Buyer has accepted the Seller's quotation, the Seller has accepted the Buyer's order, or once the Seller has begun the actual fulfilment of the Agreement or the order. The Agreement will be concluded at the latest when the Device, Product, Service or agreed upon other object has been delivered to the Buyer.

2.1.1 Order ("**Order**") refers to an order which was placed by the Buyer in writing, orally, or through electronic means. These General terms and conditions shall constitute a part of the Order.

2.2 The Parties have no right to transfer the Agreement to a third party without the prior written consent of the other Party.

2.3 The Seller has, however, the right to transfer, without the consent of the Buyer, the Agreement in its entirety or partially to a party belonging to the same corporation or third party, to which the business, as defined in the Agreement, or a part thereof is transferred by notifying the Buyer in writing. The Seller also has the right to transfer its receivables, as defined in the Agreement, to a third party. After the notification of the transfer of the receivables, the payments can only validly be made to the recipient of the transfer.

3 Subcontracting

3.1 The Seller has the right to use subcontractors. The Seller is liable for the actions of the Subcontractor to the same extent it would be for its own actions.

4 Terms of delivery and the delivery of Products, Devices, and Services

4.1 Unless agreed otherwise in writing, the terms of delivery for Devices is FCA as specified in the latest version of Incoterms.

4.2 Products and Services are delivered according to the Agreement or the Order.

4.2.1 The delivery does not include provisioning, installation, maintenance, upkeep or user training for the Devices or software, unless otherwise specified in the Agreement.



- 4.2.2 Device specific installation instructions are to be followed for the Devices considering that there may be specific instructions pertaining to installation environment, positioning, electrical wiring, cabling and data connections. The Buyer shall also comply with all installation instructions given by the Seller, device manufacturer or license provider.
- 4.2.3 The Seller has the right, after notifying the Buyer, to replace the Devices specified in the Agreement with other devices. The replacement devices must fulfil the requirements set in the Agreement and their technical capacity must be at least equivalent to the capacities of the Devices specified in the Agreement.
- 4.3 In the device order, which does not include installation, Delivery has been fulfilled once the Devices have been delivered according to the applicable delivery term.
- 4.4 The Seller has the right to produce the Service defined in the Agreement in a manner it sees fit.
- 4.5 The Seller has the right to make changes affecting the technology and use of the Service. The Seller strives to make the changes in such a way that the least possible inconvenience is caused to the Buyer.
- 4.6 The Seller shall at a reasonable notice inform the Buyer of changes in the Service, which may affect the Buyer.
- 4.7 The Seller may replace the production of the Service or its feature, which have been defined in the Agreement, at a given time for a legitimate reason.
- 4.7.1 The Seller may replace the Service with another service, which has at least the same technical function and usability as the original Service or feature ("**Replacement service**").
- 4.7.2 The price of the Replacement service may differ from the original service's price. The Buyer is responsible for all the obligations pertaining to the Replacement service as stipulated in these General terms and conditions, especially for the delivery of the information defined in point 5.7.
- 4.7.3 The Seller must inform the Buyer of this type of change at least thirty (30) days prior to the change coming in to effect. If the Buyer does not accept the Replacement service offered by the Seller, the Buyer must inform the Seller of this within 30 days of receiving the notification of the termination of the Seller's Service or part thereof, otherwise it is surmised that the Buyer has accepted the Replacement service.
- 4.7.4 If the Seller offers no Replacement service, the Buyer has the right to end the Agreement pertaining to the Service, or feature thereof, and the Agreement is to be ended at the point when the original Service or feature thereof ends.
- 4.8 The Seller has the right to temporarily interrupt the Service, or part thereof, if it is necessary for repair, maintenance, or upkeep work, or for the Service's information security.
- 4.8.1 The seller notifies the Buyer of the interruption, as soon as it can, on its website or by other electronic or written means.
- 4.9 The function of the Services may experience local or temporary disruptions or slowing of data traffic because of features of the web service provider's data transfer or general information network features. The Services and their software may have minor technical defects which do not substantially affect the use of the Services, operating system or software. Because of the aforementioned reasons, the Seller cannot guarantee the uninterrupted function of the Services everywhere and at every time.
- 4.10 The Seller has the right to temporarily interrupt the use of the Service or shut down the operating system or connection and perform other necessary operations if it is necessary for the function, data safety or usability of the Service.
- ## 5 The Buyer's obligations
- 5.1 The buyer is responsible, at their own expense, for the facilities, equipment, connections, protections, software, licenses and networks (including the networks in the facilities of the Buyer and third parties), as well as their procurement, data safety and protection and documentation and upkeep, which are needed for the use of the Service but are not included in the Service (later "**Client environment**").
- 5.2 The Buyer ensures that the Client environment complies with the applicable laws and government regulations (e.g. Laws and regulations pertaining to conditions or electrical connections) as well as the guidelines given by the Seller.
- 5.3 The Buyer is responsible for the adequate data safety of the Client environment.
- 5.4 The Buyer is responsible for the electrical costs related to the use of the Service and for acquirement and having of the possible licenses needed from the authorities, owner of the property and other parties for the facilities needed for the delivery of the Service.
- 5.5 If the delivery of the Service requires that the Seller or their subcontractor have access to the facilities, devices, or software of the Buyer or the Buyer's clients, the Buyer is responsible for providing the needed access.



Buyer contribution

- 5.6 The Buyer must do their best to contribute to the delivery of the Device, Product, or Service.
- 5.7 The Buyer delivers to the Seller, in the format and manner requested, adequate and correct technical and other data for the delivery and installation of the Devices, Products, Services or other objects and notifies, in a timely manner, of any changes to the given information and any other factors pertaining to the delivery and installation.
- 5.8 The Buyer is responsible for the data, instructions and regulations it has delivered to the Seller, their correctness and comprehensiveness as well as for the suitability of the Devices, Products, Services and other objects for the Buyer's use. The Buyer is also responsible, on the behalf of its subcontractors, for the fulfilment of conditions, installations, competences and other government regulations, and is responsible to the Seller for all the responsibilities and costs which incur for the Seller or the Devices, Products and Services it has delivered according to this point under Buyer responsibility.

6 Delivery time and delays

- 6.1 The Seller delivers the Device, Product, Service, or other object on the set delivery date at the latest or, if there is no set delivery date, within a reasonable time after the Agreement has been concluded. The Seller has the right to change the set delivery date to a convenient time for reasons or conditions which do not depend on the Seller or other unforeseen events which the Seller has not been able to avoid within reason.
- 6.2 **"Set delivery time"** refers to a period in which the installation of the Device or the delivery of the Product or Service will begin as agreed in the Agreement.
- 6.3 **"Completed delivery"** refers to the point in time, in which the Seller has done their part in installing the Device or has completed the procedures necessary for the implementation of the Product or Service and the Product or Service agreed upon in the Agreement can be implemented by the Buyer.
- 6.4 If the anomaly in the use of the Device or Product or Service or their delivery does not substantially affect their use for the purpose for which they were designed and intended for, it is not seen as affecting the determination of the Completed delivery.

Seller's delay and penalty

- 6.5 If the Completed delivery is delayed and it is only attributable to the Seller or the Seller's subcontractor, the Seller is obligated to pay the Buyer a penalty, if the Buyer requests it in writing, as follows:

- 6.5.1 Unless specified otherwise in the Agreement or the delivery confirmation based on the Order, the Penalty is, at the written demand of the Buyer, no more than half (0.5) percent per beginning week of the price of the delayed Device, Service or Product or part thereof, the delivery of which has been delayed from the set delivery time. The full accumulated amount of the Penalty can however only be up to five (5) percent of the aforementioned payments.
- 6.5.2 When calculating the Penalty, only the parts of the Devices, Products, or Service, whose Completed delivery was delayed, shall be considered.
- 6.5.3 The Seller shall not incur Penalty for the time which the Seller offers the Buyer corresponding replacing Devices, Products, or Services.
- 6.5.4 The Seller always has the right to pay the Penalty by crediting against billing to the Buyer.
- 6.5.5 The Seller's responsibility for the delay is limited to the Penalty specified in point 6.5 and the Buyer is not entitled to other damages, reimbursement or other compensation based on the Seller's delay.

Buyer's delay

- 6.6 If the delay is attributable to the Buyer, the Seller shall be entitled to charge for any direct costs and additional work pertaining from the delay, and the Seller has the right to invoice for the delivery of the Devices and Products as if the delivery had been completed according to the original order.
- 6.7 The Seller may also commence billing the agreed fees despite not being able to deliver the Service in full to the Buyer due to the delay.

7 Changes in the Agreement and the Object of the Order

- 7.1 **"Change order"** refers to changes made by the Buyer to the Agreement or Order by making amendments, removals or other changes.
- 7.2 The Buyer can make a Change order for the changing, removing, exchanging or adding of Devices, Products, Services or other objects. Change orders must be made to the Seller in writing and the Parties must agree on their effects on pricing, delivery time and possible other terms and conditions before the Seller is obligated to even partly perform according to the Change order.
- 7.3 A Change order for the set delivery time must be made in writing to the Seller at least 10 working days before the beginning of the Set delivery time.
- 7.4 If the delivery time is moved because of the Buyer's change order, the Seller may charge for storage and other direct costs incurred due to the Change order based on the actual amounts.



8 Price and payment terms

Price

- 8.1 In the Agreement or the Order, the Parties define how the pricing of Products, Devices, and Services shall be structured or what they include and may therefore be
- a) A one-off payment of the purchase;
 - b) A fixed invoice for the purchase with subsequent recurring service fees.
 - c) Recurring charges only (Product or Service including Devices)
 - d) A payment arrangement agreement concerning fixed purchase prices and/or recurring payments through a third party (leasing, rental, etc)
- 8.2 The prices of the Devices not include provisioning, installation, maintenance, upkeep or user training for the Devices or software, unless otherwise specified in the Agreement.
- 8.2.1 Unless agreed otherwise, the installation takes place at the cost of the Buyer according to the valid price list and terms of installation of the Seller.
- 8.3 If a price for the Products or Devices has not been agreed in the Agreement or its appendices, they are determined by the Seller's price list valid at the time when the Agreement was concluded.
- 8.4 The Buyer is obligated to pay to the Seller for the Services as agreed in the Agreement, or, if a price has not been agreed in the Agreement, to pay according to the valid price list of the Seller.
- 8.5 If a Device, Service, or Product has been purchased using financing provided by a financier, supplier or other third party, which has been mediated by the Seller, a separate agreement for the financing or the financiers terms must be followed. The Buyer shall obtain insurance for the financed property at its own expense for the entire duration of the Agreement.
- 8.6 The Seller has the right to charge for any and all work that was not part of the delivery in the Agreement ("**Additional work**"), according to the prices set out in the Agreement or when not in the Agreement, according to the Seller's valid price list. The Seller also has the right to add additional charges for overtime when the Buyer's order for Additional work requires the Seller to perform work outside regular working hours.
- 8.7 The prices are given in euros and the invoicing currency is euros unless otherwise specified in the Agreement.
- ### *Recurring payments*
- 8.8 The Seller invoices flat-rate, time-based recurring fees, based on the Agreement or the price list for the Services. Such invoicing shall commence for each Service according to when delivery of it began.

- 8.9 The Seller has the right to charge a flat-rate, time-based recurring fee for the upkeep and availability of the Services as per the Agreement or the price list.
- 8.10 If a Service has been cut off or access to the Service has been blocked or restricted due to a reason attributable to the Buyer or due to legal regulations imposed by authorities, the Buyer shall remain liable to make the payments agreed in the Agreement, regardless of the Service being cut off or otherwise restricted or not delivered.

Taxes and expenses

- 8.11 Value added tax is added to prices in accordance with the legal provisions in force at each time unless otherwise stated in applicable law.
- 8.12 Travel time and expenses are charged in accordance with the Agreement.
- 8.13 Unless otherwise agreed, the Buyer shall, in addition to the purchase price, separately pay costs of delivery (including possible freight and insurance), the costs of installation and testing, as well as any fees stipulated by law pertaining to the products or their sale.
- 8.14 If it has been agreed that the costs of installation are included in the purchase price, but it has not been possible to carry out the installation as agreed for reasons attributable to the Buyer, the Seller has the right to charge the Buyer for the installation as if it had been made according to the original Agreement.
- 8.15 The Seller has the right to charge the Buyer separately for the costs of a re-installation.
- 8.16 If the content of the Agreement or the service solution is changed at the demand of the Buyer after the Agreement has been concluded, the Seller shall have the right to charge for the additional costs and labor pertaining to that change.

Payment terms

- 8.17 Unless agreed otherwise in writing, the term of payment is 30 days net from the date of the invoice.
- 8.18 The Seller determines the invoicing interval for Services as well as the payment and delivery methods of the invoice, unless agreed otherwise. However, in recurring payments the invoicing interval cannot exceed 6 months unless a separate agreement has been made.
- 8.19 The invoice must be paid according to the invoicing information and instructions given in the invoice.

Claims

- 8.20 Possible invoicing claims must be made by the Buyer in writing before the due date. The buyer must



pay the undisputed part of the invoice by the due date regardless of the claim.

- 8.21 If the claim has been found to be without cause in further investigations, the Buyer must pay the invoice, along with the interest for overdue payments, within two weeks of being notified of the outcome of the investigations.
- 8.22 Unless agreed otherwise, any compensations and other equivalent payments possibly due to the Buyer are primarily paid by deducting them from following invoices.

Advance payment and security

- 8.23 The Seller has the right to check the Buyer's credit rating. Should this rating require, the Seller shall have the right to an advance payment or a security deposit from the Buyer.
- 8.24 The Seller shall not pay interest on the advance payment or security deposit.
- 8.25 The Seller has the right to deduct their due claims along with their interest for late payment or compensation for recovery costs from the security deposit or advance payment.

Delayed payment

- 8.26 The invoices must be paid at the latest on the due date of the invoice.
- 8.27 The Seller has the right to charge compensation for actual collection costs and handling fees as well as interest on late payments, according to the valid Interest Act, from the invoice's due date to the date of payment.
- 8.28 The Seller has the right to suspend all Services delivered to the Buyer if the Buyer has not paid the outstanding late invoices within 28 days of receiving a demand for payment. In this situation, the Seller is not liable to the Buyer for any direct or indirect liabilities, damages or other responsibilities or obligations caused by this suspension.
- 8.29 If the Buyer has not paid the outstanding invoices despite demands for payment and a suspension of Service, all other chargeable, not yet due fees or charges relating to the Service become due immediately.

Changes in pricing

- 8.30 The Seller has the right to adjust price lists and other fees charged for the use of the Service. These adjustments shall not exceed actual cost development of rendering the Service.
- 8.31 The Seller notifies the Buyer of changes in prices at least thirty (30) days before the intended date of change, either in writing or electronically, to the invoicing address or e-mail address last given by the Buyer, or through another electronic communication channel available by the Seller to the Buyer.

8.32 If the Seller offers the Buyer e.g. third-party licenses or financing and the third party changes the pricing pertaining to the licenses or financing, the Seller has the right to change pricing accordingly.

8.33 If a change in legislature or another similar judicial decision directly affects the Seller's costs pertaining to an, the Seller shall have the unilateral right to adjust the prices and/or timeframe to correspond to this change.

9 Transfer of ownership and liability for risk

Devices and products

- 9.1 Ownership of the Device or Product is transferred to the Buyer once the full purchase price has been paid.
- 9.2 The Seller reserves a retention of title on delivered Devices and Products when the Buyer has unpaid and overdue invoices, or should the Buyer be subjected to insolvency proceedings or when it may otherwise be undisputedly estimated that the Buyer's financial situation has weakened to such extent that the Buyer respect the invoices to the Seller. The buyer is obligated in this situation to hand over the Product or Device to the Seller to guarantee the Seller's repossession.
- 9.3 The liability for Devices is transferred to the Buyer according to the applicable delivery clause at the agreed time of delivery.

10 Warranty and responsibility

Warranty

- 10.1 The Products may have a warranty according to the terms of the Seller and Devices may have a warranty according to the terms of their manufacturer and/or the Seller. The warranty and the Seller's liability for faults are valid only when the Buyer can show that Products and Devices have been used for the intended purpose only and according to instructions of use and if the Buyer has informed the Seller of the fault without delay.
- 10.2 Unless specifically agreed otherwise in the Agreement, the Seller does not give the Device, Product, Service, or other object any other warranty, for example a guarantee of suitability for a certain use.
- 10.3 The warranty period is 24 months from the delivery date of the Devices and covers faults in materials and workmanship.
- 10.4 The warranty does not cover any consumable parts.
- 10.5 The warranty is not valid if repairs are made by others than parties accepted by the Seller.
- 10.6 Repair of the Device or Product does not extend the warranty period.



Fault

- 10.7 If the Device or Product contains faulty materials or poor workmanship, the Seller may at its own discretion repair or replace the object under warranty with a new one or if this is not possible, to offer a discount to the price of the Product or Device.
- 10.8 The Seller's liability for a fault in a Service provided by the Seller is limited to repairing the Service or to correctly replace the faultily performed Service.
- 10.9 It is further regarded as a fault in the Device or the Service when it materially differs from the features defined in the Agreement or Order and this difference substantially impairs the use of the Service as defined in the Agreement.
- 10.9.1 The following deficiencies or malfunctions shall not be regarded as faults, including but not limited to:
- a) a fault which is a result of operating conditions which are against the Agreement or otherwise inappropriate
 - b) a fault which is caused by incorrect, unclear or insufficient information given by the Buyer
 - c) a fault which has been caused by moving, transporting, disassembly, alteration, maintenance or repair work of Devices or Products not performed by the Seller or by a party authorised by the Seller.
 - d) a fault which has been caused by the careless or improper use of a Device or a Product or by use which is not in accordance with the manufacturer's instructions, or by installation or placement which has been done carelessly and not in accordance with the manufacturer's instructions, or wiring or connecting a Device or a Product to another product which has not been verified as compatible in writing by the Seller
 - e) a fault which has been caused by factors or circumstances beyond the Seller's control. These may include but not be limited to voltage fluctuations in the power grid, power outages, ventilation problems, water damage, accidents, lightning, fire, vandalism, and other such situations
 - f) such deficiencies in the Product (including Services) or Service, which are caused by the actions or neglect of the Buyer or other person using the Product or Service or which are caused by a factor for which the Buyer or the person using the Service is responsible
 - g) such deficiencies in the Service, which are caused by the defective functions in devices and technical environments, like cables, terminals, or internal networks, for which the Buyer or a third party is responsible
 - h) an interruption, which is not continuous or repeated, and which can be regarded as

minor when considering the cause and the circumstances of the interruption (like random and short outages), temporary interruptions caused by building or maintenance work (including cabling)

- i) a deficiency of the Service or interruption thereof which has been caused by a third-party network, or
- j) a deficiency of the Service or interruption thereof, which has been caused by a virus or other external attack on the control system or other software of the Buyer or a third party
- k) interruptions caused by a lack of permit when the Buyer is required to hold a permit or registration or similar for the deployment or use of Devices or Products or Services

Procedure

- 10.10 Unless another inspection procedure has been agreed in the Agreement or the Order, the Buyer must inspect the Devices, Products, or Service immediately after the Completed delivery. The delivery shall automatically become accepted within 5 days from Completed delivery or when the Buyer has taken the Service or Device into normal use, whichever takes place first, unless the Buyer has made a written claim including a detailed description of detected errors, faults or damages
- 10.11 Regardless of a claim, the delivery shall be regarded as accepted if no faults, as defined in points 10.7 – 10.9, have been found in the Product, Device, or Service.
- 10.12 If the Buyer demands tests, which are not part of the inspection or the Service, the Buyer shall organize and carry all costs for such tests.
- 10.13 The Buyer must inform the Seller of a fault immediately after discovering it.
- 10.14 The Seller repairs faults found in Devices, Products, or Services according to the Agreement or in a reasonable amount of time, unless otherwise agreed in the Agreement.
- 10.15 The Seller performs repair operations of Device faults on weekdays between 8:00 am and 4:00 pm or another time frame agreed separately ("**General fault repair time**").
- 10.16 The Seller monitors all infrastructures built for providing Services and uses reasonable effort to repair the Service faults as soon as possible, normally within the General fault repair time.
- 10.17 Faults in the Buyer's Devices can be repaired outside the General repair time upon separate agreement and the Buyer will be charged according to the price list for the repair work.
- 10.18 The Seller can perform maintenance and upkeep work on Devices, Products, and Services based on separate agreement or otherwise.



Costs

- 10.19 The Seller has the right to receive compensation from the Buyer for investigating the reported fault and for the work done and costs incurred in resolving the fault, if the fault is not attributable to the Seller or the cause is beyond the Seller's responsibility or if the fault report has been unfounded.
- 10.19.1 Unless otherwise agreed, the compensation for the work is based on the valid price list of the Seller and the costs are charged based on actual working time and resources used.

11 Compensation for damage and limitations of liability

Requirements

- 11.1 The Buyer has the right to use a Device, Product, or Service only for the intended purpose and to the extent agreed in the Agreement or as stated in the special terms and conditions or user manuals of the Product or Service.
- 11.2 A party is entitled to receive compensation for immediate damages which are caused by the other Party or by a party for which the other Party is liable.

Limitations of liability

- 11.3 A Party shall in no event be liable to the other Party for any special, punitive, indirect, incidental or consequential damages, such as the loss of profit or the loss of business opportunity or loss of contractual or other obligations of the other Party
- 11.4 The Seller is not liable for the upkeep or functionality of data networks, or internal networks or closed area networks which belong to or are owned by the Buyer or a third party, unless it has specifically been agreed between the Seller and the Buyer.
- 11.4.1 The Seller is not liable for faults or mistakes in these networks or for interruptions or other limitations caused by them to the Seller's Services.
- 11.5 Unless agreed otherwise, the Seller is not liable for damage caused to the Buyer by the Buyer's data content, data format, the loss of data stored or routed by the Seller's Service nor for damage caused by similar reasons, such as data delay, distortion, or loss.
- 11.6 Unless agreed otherwise, the Buyer shall solely be responsible for the proper storage and back-up of all applications, software, client data, and other client related information the Buyer stores in the Services or the control systems.

- 11.7 The limitations of liability are not applied in the case of wilful, gross negligence or a legally imposed liability.

Amount

- 11.8 In the case of Services with recurring payments, the monthly liability of the Seller is limited to the amount of the recurring payment (VAT 0%) pertaining to the part of the Service that has been the subject of the breach.
- 11.9 The total liability of the Seller shall not in any case exceed the amount of payments made to the Seller during the previous 12 months. The total liability may never exceed the purchase paid by the Buyer for the subject of the breach.
- 11.10 The Seller has the right to deduct already paid damages from the damages payable to the extent the paid damages included the same breach.

Liability of the Buyer

- 11.11 Despite the limitations of liability, the Buyer is liable to the Seller for any third-party claims which are made against the Seller due to the Buyer allegedly having abused the Seller's Services, or because the Buyer has saved or used Buyer content in the Seller's Services contrary to legal, contractual or other obligations.

Procedure

- 11.12 The Buyer's claim for a price reduction, contractual damages or liabilities must be made in writing at the latest within two (2) months of the time the fault, delay or damage had occurred or should have been noticed. The Buyer cannot make, and the Seller has no obligation to accept the claim after this time.
- 11.13 It is also the Buyer's obligation to specify the fault, delay or damage in such a way that the Seller has a real opportunity to repair it. If the Seller repairs the Device's fault in the time agreed, the Seller shall not be liable for damages in the aforementioned clauses. The maximum repair time is limited to 30 days.

12 Force majeure

- 12.1 A party is exempted from their contractual obligations and the liability for damages if the breach or non-fulfilment of contractual obligations is caused by a force majeure situation. Force majeure refers to such an unusual incident affecting the matter, which has occurred after the Agreement has been entered into, and which the Parties had no reason to take into account when entering into the agreement, and which is independent of the Parties or which cannot be reasonably avoided or overcome. The same applies, if the Force majeure incident affects the subcontractor of a Party.



12.2 A force majeure incident may be, for example, a war, mutiny, foreign exchange restrictions, legal restrictions and government rulings, expropriation or confiscation for a public need, import or export ban, natural disaster, serious epidemic, pandemic, interruption in public transportation, public data communications or energy distribution, scarcity of transport equipment, general scarcity of raw material, restrictions on fuel, labour dispute, fire, faults and delays in devices obtained from or installed with third parties, and cable damage caused by a third party.

12.3 The Party claiming Force majeure must immediately inform the other Party of the matter.

12.4 The exemption criteria shall remain in effect during the time the Force majeure affects the fulfilment of the obligations but no longer than three (3) months. After this, either Party has the right to terminate the Agreement without giving the other Party the right to claim damages or sanctions based on the termination.

13 Confidentiality and publicity

13.1 "Confidential information" refers to, in addition to the content of an Agreement, all information pertaining to the Party or their business, which is marked as confidential, or information which should be understood as confidential by the Party. Also, all communications pertaining to client relations, deliveries, and the use of the Devices and the Services represent confidential information.

13.2 Both Parties commit to not giving out confidential information which they obtain or have obtained from the other Party to a third party.

13.3 The Seller may disclose Confidential information to other group companies and to its subcontractors, only to the extent required for the delivery of the Services.

13.4 The receiving Party may disclose Confidential information only to such employees, consultants, subcontractors, or financiers whose work tasks require this Confidential information for the delivery, use, or financing of the Product, Device, Service, or other object defined in the Agreement, or who can reasonably be deemed to need the information for the use for which the Confidential information has been disclosed to the receiving Party.

13.5 The Party must, without delay, cease the use of the Confidential information received from the other Party and upon request return or destroy the materials in question and all copies using reliable methods once the Agreement ends or once the Party no longer requires the material or information in question for the uses specified in the Agreement. The Party has, however, the right to keep and store Confidential information as required by law or public regulations.

13.6 The Seller has the right to the expertise and experience gained during the delivery.

13.7 The Seller will have full rights to the information saved in their service assuming it has been appropriately anonymised. Anonymised material is not seen as confidential material according to these terms.

13.8 The rights and obligations pertaining to this section 13 shall survive the Agreement. Unless agreed otherwise in writing, these rights and obligations shall bind the Parties for a period of 5 years after the termination of the Agreement. The termination of the Agreement shall have no effect on any rights or obligations pertaining to this section 13 if valid legislation dictates a longer period of confidentiality than stated above.

14 Data safety

14.1 The Party or their subcontractors must ensure data protection by following the arrangements agreed in writing by the Parties, and by submitting to the applicable legislation enforced on the Party in question. Unless agreed otherwise in writing, concerning data protection the following is applied:

14.1.1 The Party must ensure that the part of the Product or Service for which they are responsible according to the Agreement, such as Devices, communication networks, service facilities, and operating facilities are protected against risks according to the applicable data protection policies followed by the Party, and also that the procedures for the protection and security of data are followed.

14.1.2 Neither Party is liable for the data protection of the general communication networks or the possible faults in them.

14.1.3 A Party shall notify the other Party without undue delay of any noticed significant data protection risks, breaches or suspicions thereof, which may compromise Devices, Services, or the usage of them.

14.1.4 The Parties must for their part take immediate action to remove or minimise the effects of the data protection breach.

14.1.5 The Party has the duty to contribute to the investigation of data protection breaches.

15 Processing of personal data

Definitions

15.1 "Personal data" refers to all data pertaining to a natural person, who has been or can be identified, as defined in the data protection act.

"Personal data processor" refers to a natural person who processes personal data on behalf of the controller



"**Processing**" refers to an operation or operations, performed by the Seller on behalf of the Buyer based on an Agreement between the Parties and which operations are handling personal data or data groups containing personal data, either by manual or automated means as well as any other processing of personal data defined in the data protection act.

"**Controller**" refers to a person who either alone or in a group defines the purposes and ways of processing personal data, or any other Controller as per the data protecting act.

"**Data protection act**" refers to the EU General Data Protection Regulation (679/2016) and other applicable data protection legislation and regulations and guidelines given by the data protection authorities.

- 15.2 The Parties must take all necessary technical and organisational actions to prevent the unauthorised and illegal processing of Personal data and to prevent the unintentional disappearance, alteration, destruction or corruption of Personal data.
- 15.3 The Buyer has the right to give the Seller binding written instructions on the processing of Personal data.
- 15.4 The Seller and its staff must process the Personal data according to applicable data protection legislation and according to the written instructions given by the Buyer to the Seller.
- 15.5 The Buyer must, as the Controller, take all necessary actions to ensure that the processing of Personal data, when transferred to the Seller, is executed in accordance with data protection legislation on the part of the Buyer.
- 15.6 The Seller must, at the request of the Buyer, without delay provide the Buyer with all such information which the Buyer may need to fulfil the rights of the registered, including rights of accessing their Personal data, or to conform to the requirements or instructions by data protection authorities.
- 15.7 The Seller shall inform the Buyer without delay in writing of all data safety breaches against Personal data and of other events which may have compromised data protection of Personal data processed on behalf of the Buyer or when the Seller has reason to believe that data security may have been compromised.
- 15.8 The Seller will inform the Buyer without delay of all claims and enquiries performed by the registered, the data protection supervisor, or other relevant authority.

15.9 The Seller has the right to charge for these actions according to the valid price list.

15.10 At the request of the Buyer, the Seller must provide the Buyer with all relevant information pertaining to the data protection breach. The Seller must also inform the Buyer of the measures taken as a consequence of the data safety breach.

15.11 The Seller must document all data protection breaches, including the factors, effects, and corrective actions pertaining to each data protection breach.

15.12 Unless agreed otherwise in writing, the Seller has the right to use another Personal data processor as a subcontractor in processing Personal data.

Deletion and return of Personal data

15.13 During the period of validity of the Agreement, the Seller may not delete any Personal data it processes on behalf of the Buyer without the explicit request of the Buyer.

15.14 Upon the termination of the Agreement, the Seller shall, according to the Buyer's choice either delete all Personal data processed on behalf of the Buyer and any copies thereof, or return them to the Buyer, unless legislation requires for the Seller to retain said Personal data.

15.15 If the Buyer does not request the deletion or return of the Personal data processed on behalf of the Buyer, the Seller will retain the Personal data processed on behalf of the Buyer for six (6) months after the Agreement has been terminated, after which the Seller must delete all copies of the data, unless legislation requires for the Seller to retain the Personal data.

16 Intellectual property rights

16.1 Based on the Agreement, no copyrights or other intellectual property rights are transferred to the Buyer unless specifically agreed otherwise in writing.

16.2 All ownership and intellectual property rights pertaining to the Services, Products, Devices, and control systems belong to the Seller or a third party.

16.3 The Seller grants the Buyer a limited non-exclusive and non-transferrable license for the duration of the Agreement to the agreed Service and control systems or computer or source code data software versions and documents based on the Agreement, according to the ordered amount.

16.4 The Service and Devices, control systems, software, documents, and other materials made available in connection with the Service must be used in accordance with the instructions given by the Seller or a third party, such as the owner of the Devices or software, and according to possible



separate terms of use and only for the agreed purpose.

- 16.5 When license expires, the Seller has the right to demand that the Buyer shall return or destroy the materials, manuals, and other documents and software.
- 16.6 The Buyer does not have the right to copy, translate, decompile, return to source code or other readable form (reverse engineer) or modify the software, devices, materials, documents, or other materials pertaining to the Service, or transfer or give the rights to the software, Device, materials, documents, or other material to a third party without the separate written consent given by the Seller in each specific case.
- 16.7 Should new innovations be developed by the Buyer together with the Seller in conjunction with the use of the Devices, Products or Services, the intellectual property rights to such innovations shall belong to the Seller.
- 16.8 Third party software, hardware, material, documents, and other material belonging to the Service might be subject to additional licensing conditions, which shall prevail in a situation when these General terms and conditions are conflicting with the licensing conditions of such additional licensing.
- 16.9 The Seller indemnifies and defends, or at the Buyer's option assists in the defence of, holds harmless and indemnifies, including legal fees, the Buyer from third party claims or litigation against the Buyer on the basis that the agreed use of the Service provided by the Seller infringes the intellectual property rights of the said third party.
- 16.9.1 The Seller's liability in clause 13.8 is applied to the Buyer's use of the Service only in the geographical area in which the Seller supplies the Service to the Buyer.
- 16.9.2 Additionally, for the Seller to be liable, the Buyer shall:
- notify the Seller of an alleged infringement in writing immediately after receiving information about it
 - not accept or enter into an agreement on payment or settlement pertaining to the alleged infringement
 - give the Seller all authorisations and information required for the handling of the matter, and
 - allow the Seller to decide at its sole discretion on the litigation and enter into negotiations alone
 - reasonably assists the Seller in the legal process and negotiations.
- 16.10 The terms of clause 13.8 are also applied to the Buyer's liability and obligation to indemnify and hold harmless the Seller against third party claims or litigation if the intellectual property rights of the third

party are infringed by the software or other materials supplied by the Buyer to the Seller.

- 16.11 If third party intellectual property rights have been infringed or if the Seller sees the infringement as likely, the Seller can, at its own expense either:
- ensure the Buyer's right to continue the use of the Service in such a way that no third party rights are infringed, or
 - replace the infringing Service with an equivalent service, which does not infringe third party rights, or
 - change the Service in such a way that it no longer infringes third party intellectual property rights.
- 16.11.1 If none of the options mentioned in this clause are reasonably possible and the Seller cannot, within reason, offer another service to the Buyer, the Seller has the right to terminate the part of the Agreement, which pertains to the Service which contains the alleged or foreseen infringement, effective immediately by informing the Buyer of it in writing.
- 16.12 The Seller is not liable to the Buyer for the intellectual property right infringements which are caused by:
- use of the Service in breach of the Agreement
 - the Service having been modified by the Buyer or being used by the Buyer for a purpose it was not intended or approved for
 - the Service being used together with a product or service supplied by another supplier or produced by the Buyer, or used against instructions given by the Seller
 - or if the claim is being made by a party which is part of the same group of entities as the Buyer or a party over which the Buyer has control, or which has control over the Buyer

17 Special terms pertaining to SaaS (Software as a Service)

- 17.1 "**Buyer content**" later in this point 17, refers to the information, materials, or other content transferred to or produced in the Service.
- 17.2 Rights of ownership and intellectual property rights to the Buyer content remain with the Buyer or a third party. The Seller has the right to use Buyer content in the scope required for the providing of the Service.
- 17.3 The Seller will have full right to use the information saved in the Service, assuming it has been appropriately anonymised. Anonymised material is not regarded as Buyer content.



- 17.4 The Seller has the right, but not the obligation, to deny the Buyer access to the Service, if the Seller has just cause to believe that the Buyer has used the Service against the Agreement, these General terms and conditions, laws or official regulations pertaining to the Service, or if the Buyer's use infringes the rights of a third party.
- 17.5 The Seller also has the right to remove the Buyer's content which is in breach of the terms and conditions, laws or official regulations pertaining to the Service, or content which infringes the rights of a third party.
- 17.6 The Seller has the right to develop and modify the Service and environment, including interfaces, and suspend the Service or a part thereof. If the change requires the relocating of Buyer content to a new software or environment, the Buyer will be notified of the change thirty (30) days prior.
- 17.7 The Service can support a limited number of users (operating systems) or require some software or devices to operate. The limitations and requirements are notified through the Service.
- 17.7.1 The Seller has the right to make changes to the supported Devices and software during the term of the agreement.
- 17.7.2 The Buyer's Devices, software, and environments shall adhere to the valid restrictions and requirements, and the Buyer is liable for any and all costs caused by the changes to the Buyer's Devices, software, and environments.
- 17.7.3 If the size of the capacity of the Service is restricted in the operational environment, the Seller has the right to prevent the use of overcapacity.
- 17.7.4 Before the termination of the Agreement or the Service, the Buyer has the obligation to remove all Buyer content from the Service.

18 Period of validity and ending of the Agreement

Term

- 18.1 Unless agreed otherwise, the term of the Agreement pertaining to the Service is 36 months from the latest date of signature of the Agreement.

Termination

- 18.2 An Agreement or Service which does not have a set term may be terminated with a three (3) month notice calculated from the end date of the ongoing invoicing period.
- 18.3 A fixed term Agreement or Service is valid for the duration of the agreed term and the Agreement or Service may be terminated as per the above subclause after the term has expired.

Rescission

- 18.4 A Party shall be granted the right of rescission of the Agreement completely or partly effective immediately:
- 1) when the other Party has materially breached their contractual obligations and does not remedy the matter within thirty (30) days of receiving a written claim from the other Party, or
 - 2) when the Party is being liquidated, restructured or has filed for bankruptcy, the Party has applied for public summons to its creditors or has otherwise been declared insolvent.
- 18.5 If the Agreement is rescinded, the Seller shall not be obligated to return any invoiced recurring fees it has received.

Procedure

- 18.6 Unless applicable law dictates otherwise, the termination and rescission notifications must be made in writing and without undue delay, after the circumstance it is based on has occurred or should have been noticed by the terminating Party.

19 Applicable law and disputes

- 19.1 The Agreement shall be governed by the laws of England and Wales, excluding its choice-of-law provisions.
- 19.2 Any disputes related to or arising from an Agreement or these General terms and conditions shall primarily be settled through mutual negotiations within 10 working days of a written request from one Party to the other by meeting in a good faith effort to resolve the dispute.
- 19.3 If the dispute is not wholly resolved at that meeting, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties within 10 working days of reception of notice of the dispute, the mediator shall be nominated by CEDR.
- 19.4 To initiate the mediation a Party must give notice in writing ('ADR Notice') to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 19.5 Unless otherwise agreed, the mediation will start not later than 14 working days after the date of the ADR Notice.
- 19.6 Neither Party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that



the right to issue proceedings is not prejudiced by a delay.

- 19.7 The mediation will take place in Ashford, Kent and the language of the mediation shall be English. The Mediation Agreement referred to in the Model Procedure shall be governed by and construed and take effect in accordance with the substantive law of England and Wales. If the dispute is not settled by mediation within 10 working days of commencement of the mediation or within such further period as the Parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration.
- 19.8 CEDR shall be the appointing body and administer the arbitration. CEDR shall apply the London Chamber of Arbitration (LCA) rules in force at the time arbitration is initiated. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be 1 and the seat or legal place of arbitration shall be London, England. The Parties shall bear their own respective costs of any dispute resolution.

