

## Vakka-Suomen Puhelin Oy's General Terms and Conditions for companies and entities

### 1. APPLICATION

1.1. These General Terms and Conditions apply to the Services the Supplier provides to companies and entities. These General Terms and Conditions are also applied in other cases if so agreed.

1.2. In addition to these General Terms and Conditions, other terms and conditions may apply to the service. If these general terms and conditions conflict with the terms and conditions of the service group, service or campaign, the terms and conditions of the service group, service or campaign will prevail.

### 2. DEFINITIONS

2.1. **Customer** refers to a company or an entity that enters into or has entered into an agreement with a supplier.

2.2. **Legislation** refers to the laws, regulations, decrees and other decisions made by the authority in force at the time, as well as other legal instructions that are binding.

2.3. **Service** refers to the (a) communications, installation, maintenance, upkeep, support, consulting or software service or other service that is the subject of the Agreement; (b) a right of access or other similar right; or (c) hardware, software or other asset.

2.4. **Contracting parties** refers to both the customer and the supplier.

2.5. **Contracting party** refers to the customer or supplier separately and without identification.

2.6. **Agreement** refers to the service agreement between the parties.

2.7. **Supplier** refers to Vakka-Suomen Puhelin Oy or an entity belonging to the same group at any given time.

### 3. CONCLUSION OF THE AGREEMENT

3.1. The Agreement enters into force when the Supplier has accepted the Customer's order, for example by submitting an order confirmation or opening the Service.

3.2. The supplier has the right to obtain the necessary credit information from entities that hold registers of credit scores and credit information.

3.3. The Supplier has the right to demand that the Customer makes a specified advance payment or sets a collateral accepted by the Supplier within the time frame specified by the Supplier as a condition for the entry into force of the Agreement or due to a payment delay or similar justified reason also after the conclusion of the Agreement. No interest is paid on the advance payment or the collateral. The Supplier has the right to realize the security with the accrued income and instead of the funds received in the manner it deems best to cover its overdue receivables and collection and legal costs. The Customer is responsible for the maintenance and realization costs of the collateral.

3.4. The Supplier has the right to make the Agreement's entry into force conditional on a usage or credit limit. Setting a usage or credit limit does not release the Customer from the obligation to make payments arising from the use of the Service, even if the amount of the payments exceeds the applied usage or credit limit.

### 4. SUPPLYING AND USING THE SERVICE

4.1. The Contracting party is responsible for ensuring that the matters for which it is responsible for are carried out with care and in accordance with the Agreement.

4.2. The Supplier is obliged to provide only the services that have explicitly been agreed upon in the Agreement. Customer is responsible for services, rights, hardware, software or other assets other than those expressly agreed upon in the Agreement, including their acquisition, installation and maintenance, compliance, functionality, compatibility and uninterrupted access, security, protection and updating.

4.3. The Supplier is responsible for ensuring that the Service complies with the Agreement and the requirements set out in Finnish legislation. The Supplier is not responsible for ensuring that the Service suits the Customer's intended use.

4.4. Delivery time is agreed in writing. If the delivery time has not been agreed in writing, the Service must be delivered within a reasonable time after the Agreement's entry into force.

4.5. The provision of the Service is subject to the following conditions: (a) the Customer makes an advance payment or sets a collateral if so required; (b) any necessary permits or consents

- from public authorities, property owners or other third parties are obtained through the normal procedure and without undue effort or delay, (c) there is no obstacle to delivery that depends on the Customer, third party, or technical obstacle; (d) the Customer provides, where necessary, unobstructed access to the necessary facilities; and (e) the Customer's representative is available and present if necessary. The Customer is responsible for the Service's conditions of delivery during the term of the Agreement. At the Customer's request, the Supplier shall provide the necessary additional information on the conditions for the provision of the Service for which the Customer is responsible.
- 4.6. The Service is delivered in accordance with the Supplier's working hours and working methods.
- 4.7. The Customer is obliged to provide the Supplier with correct, sufficient and up-to-date information for the delivery of the Service within the time frame specified by the Supplier and to otherwise contribute to the delivery of the Service. The Customer is responsible for accuracy of information and instructions given to the Supplier. The Customer is obliged to notify the Supplier without delay of any changes in the information or instructions.
- 4.8. The Customer has the right to demand that the Supplier provides or makes available the necessary operating instructions in connection with the delivery.
- 4.9. The Service will be considered delivered when it is available to the Client. If the Service cannot be made available to the Customer for a reason for which the customer is responsible, the Service is considered delivered when the Supplier has done what is required of the Supplier to make the Service available to the Customer.
- 4.10. The Client must immediately check that the Service corresponds to the Agreement. Delivery is considered accepted if the Customer takes the Service into production use or if the Customer does not make a personalized notice in writing no later than 8 days after the delivery date.
- 4.11. The Customer is obliged to follow the instructions given by the Supplier or other right holder for the use of the Service. The Service must be used in accordance with the instructions, Agreement, legislation and good practices and only for the agreed purpose. If the Supplier has good cause to suspect that the Service will be used in violation of Clause 4.11 of this Agreement, the Supplier shall have the right to prevent the use of the Service without liability.
- 4.12. The Supplier has the right to decide on identifiers related to the Service, such as usernames, passwords, IP or e-mail addresses or telephone numbers. The Supplier has the right to change the tags for a justified reason by notifying the Customer. The Customer is not entitled to the tags at the end of the Agreement.
- 4.13. The Contracting party must keep the passwords and other similar identifiers that are intended as classified carefully protected against unauthorized use by a third party.
- 4.14. The Customer uses the Service at their own risk. The Customer is responsible for their own use of the Service and for the use of the Service with their equipment, software or identifiers and the resulting charges. The Customer is not released from liability even if the Service has actually been used by a third party.
- 4.15. The Customer must notify the Supplier immediately if the Customer suspects that their equipment, software, passwords, or other similar identifiers have been unlawfully seized by a third party. The Supplier has the right to prevent the use of the Service without liability immediately upon receipt of the notice. If the Supplier has good reason to doubt the Customer's equipment, software or passwords or similar identifiers have unlawfully ended in the hands of the third party, the Supplier is also entitled to prevent the use of the Service without further compensation. The Customer is responsible for the use of the Service and the resulting charges also in these cases, regardless of their fault, until the Supplier has blocked the use of the Service.
- 4.16. The Contracting party is responsible for backing up their data and files.
- 4.17. The Contracting party has the right to subcontract. The Contracting party is responsible for the activities of its subcontractor. A Contracting party is required to contribute to the fact that its subcontractors, where appropriate, cooperate with other Contracting party and the subcontractors of the other Contracting party in tasks relating to the Service.
- 4.18. The Supplier has the right to close, block, suspend or restrict the use of the Service if requested by the Customer or required by law. Unless otherwise agreed in writing, the Supplier also has the right to temporarily suspend the continuous Service or limit its use for a reasonable period of time if this is necessary due to installation, maintenance, Service, modification or repair measures or a security threat. The Supplier shall notify the Customer of the suspension or restriction on its website or in any other appropriate manner in good time in advance or, if this is not reasonably possible, without delay after the Supplier has been informed of the matter.

- 4.19. The Supplier may develop the Service. The Supplier has the right to make changes to the Service that affect its technology and use. The Supplier also has the right to make other changes to the Service that do not affect the main content of the Agreement. The Supplier shall notify the Customer of any changes on its website or in any other appropriate manner. However, if the Supplier is aware that the change requires changes to the Customer's hardware or software, the Supplier shall notify the change no later than one month before the change takes effect. The Customer must, at their own expense, take care of any necessary changes to their hardware or software.
- 4.20. The Supplier may make changes to its of services. The Supplier has the right to terminate an indefinite or fixed-term contract the provision of a service or feature of a service, if the termination is due to a valid reason which the Supplier could not reasonably have taken into account at the time of the conclusion of the Agreement, and the continuation of the provision of the Service or feature would result in unreasonable costs or unreasonable inconvenience to the Supplier. The Supplier shall notify the Customer in writing of the termination of the provision of the Service or its feature no later than one month before the change takes effect. In this case, the Customer has the right to terminate the Service Agreement to end immediately for 1 month after receiving the information. However, the Customer does not have the right to terminate if the Supplier arranges for a replacement Service that corresponds to the Service that is the subject of the Agreement or another replacement that the Customer accepts.
- 4.21. The Customer undertakes to comply with the Legislation concerning the export, use and disclosure of technical information.
- 4.22. Unless otherwise agreed in writing, the following terms also apply to the software covered by the Agreement: The software delivery does not include installation, upgrades or maintenance. The Supplier only provides the manufacturer's warranty for the software, if any. If third-party software is used, primarily their own terms are applied to them.
- 4.23. Unless otherwise agreed in writing, the following terms also apply to the equipment covered by the Agreement: The delivery of the equipment does not include installation, service or maintenance. The Supplier only provides the manufacturer's warranty for the equipment, if any. The device can be picked up by the Customer from the agreed place or, if no place has been agreed, at the place indicated by the Supplier in Finland. If the device is sent to the Customer, the shipping costs will be charged to the Customer separately. If the delivery of the equipment includes installation, the place of delivery and

installation is the place mentioned in the contract or, in the absence thereof, the customer's address indicated at the time of concluding the contract or, if not indicated, the place specified by the customer to the Supplier in Finland. Responsibility for the device passes to the Customer (a) when the device can be picked up by the Customer; (b) when the device is shipped, if the device is shipped to a Customer; or (c) when the equipment has been handed over to the Customer's control, if the delivery of the equipment includes installation.

## 5. PRICES AND PAYMENT TERMS

- 5.1. The price of the Service is agreed in writing. If the price of the Service has not been agreed in writing, the Supplier's price in accordance with the price list in force at the time shall be observed.
- 5.2. Prices are presented in euros without VAT and the invoicing currency is the euro.
- 5.3. The current Value Added Tax is added to the prices. If the amount or basis of VAT or any other public charge imposed by a public authority changes due to a change in legislation, prices will change accordingly.
- 5.4. The Supplier has the right to charge the costs incurred in obtaining the permits and consents required for the provision of the service separately.
- 5.5. The Supplier has the right to charge separately the additional costs caused by the provision of the Service, which may arise from difficult terrain or soil, the unusual structure of the delivery site or any other reason that the Supplier could not reasonably have foreseen when concluding the Agreement. The Supplier shall notify the Customer of the incurrence of such additional costs and their estimated amount without delay upon receiving the information. In this case, the Customer is obliged to inform the Supplier immediately whether the Customer undertakes to bear the additional costs or whether the Customer terminates the Agreement immediately. If the Customer terminates the Agreement, the Customer is obliged to reimburse the Supplier for reasonable costs incurred up to that time.
- 5.6. The Supplier has the right to charge normal and reasonable travel and accommodation costs as well as the daily allowances separately. The Supplier also has the right to charge the travel time according to a separately agreed hourly rate.
- 5.7. The Supplier shall have the right to separately charge the costs incurred due to (a) false, incomplete or outdated information or instructions provided by the Customer; (b) delay due to the customer;

(c) clarifying the Customer's unreasonable notice or other unreasonable notice; or (d) for any other reason attributable to the Customer.

- 5.8. The Customer is obliged to pay the basic fees and other payments in accordance with the Agreement, even if the Service has not been available to the Customer, if this is due to the Customer, the Supplier's legal obligation or a reason referred to in clause 4.18.
- 5.9. The Supplier invoices the Service or part thereof when the Service or part thereof has been delivered. However, the Supplier has the right to invoice basic fees, fixed fees invoiced in installments or other fees based on usage at agreed invoicing periods in advance.
- 5.10. The payment term is 14 days from the date of the invoice.
- 5.11. The Customer can make a notice of the invoice. An invoice is considered accepted if the Customer does not make a personalized notice of the invoice in writing to the Supplier no later than 8 days after the date of the invoice. Ordering an invoice breakdown or other information request is not considered a notice. The undisputed part of the payment must be paid no later than the due date, notwithstanding the notice.
- 5.12. The default interest is in accordance with the Interest Act.
- 5.13. If the Customer cancels the order or termination they have made and the Supplier agrees to this, the Supplier is nevertheless entitled to charge the Customer for the costs incurred by the Supplier.

## 6. VALIDITY AND TERMINATION OF THE AGREEMENT

- 6.1. Unless otherwise agreed in writing or clearly different from the nature of the Agreement, the Agreement is valid until further notice.
- 6.2. Unless otherwise agreed in writing or otherwise provided by law, an Agreement that has been formed for an indefinite period may be terminated 1 month after termination notice. Termination notification will be made to the other Contracting party in writing. The notice period shall be calculated from the last day of the month in which the Agreement is terminated.
- 6.3. The Customer's rights based on the Agreement expire at the latest at the end of the Agreement. At the end of the license, the Customer must, at the Supplier's request, return any equipment, software or other goods and operating instructions, documents or other material related to the Service that the Customer received in their original condition, taking into account normal wear and tear. The Supplier also has

the right to request that instead of returning the aforementioned goods, Customer disposes of them. If necessary, the Supplier has the right to take care of the necessary disconnection, removal, packaging, transport and disposal at the Customer's expense.

- 6.4. At the end of the Agreement, all payments based on the Agreement are due, regardless of the invoicing periods. The Supplier has the right to set off its receivables from any refunds that may be refunded to the Customer. No interest will be paid on any refunds. One-time fees, such as contracting fees, are non-refundable.

## 7. CONFIDENTIALITY

- 7.1. Each Contracting party undertakes to keep confidential any information received from the other party which is marked or understood to be confidential, and not to use it for any purpose other than that provided for in the Agreement.
- 7.2. This obligation does not apply to information that (a) that is publicly available or otherwise public, (b) that the receiving Contracting party has received from a third party without confidentiality restrictions, (c) was in the possession of the receiving Contracting party without confidentiality before receipt from the other Party, (d) that the receiving Contracting has independently developed without utilizing information received from the other Party; (e) that which the receiving Contracting party is required to surrender by law; or (f) when the transfer takes place with the other Contracting party's prior written consent.
- 7.3. The Contracting party must immediately cease the use of confidential information received from the other Contracting party and upon request, return or dispose of such information in a reliable manner and all copies thereof, when the Agreement expires or when a Contracting party no longer needs such information for the purpose of the Agreement. However, the Contracting party has the right to retain information required by law.
- 7.4. The rights and obligations related to clauses 7.1, 7.2 and 7.3 expire 2 years after the termination of the Agreement, unless otherwise provided by law.
- 7.5. The Supplier has the right to use their acquired professional skills and experience.

## 8. FORCE MAJEURE

- 8.1. A Contracting party is not responsible for the delay, error or damage caused by an obstacle which is outside the Contracting party's influence, that the party cannot reasonably be expected to have taken into account at the time of entering into the Agreement and the consequences of which the Contracting party

could not reasonably have avoided or overcome. Unless proven otherwise, Force majeure refers to obstacles such as war or insurrection, seizure of assets for public need, earthquake, flood or other comparable natural disaster, interruption of public transport, public information or e-mail traffic, interruption of mail or public electricity supply, overvoltage or under voltage, denial-of-service attack, cyber threat or their countermeasure, import or export ban, strike, lockout, boycott or other comparable industrial action. Strike, lockout, boycott or other comparable industrial action shall be deemed, unless otherwise indicated, to be a case of Force majeure even if the Contractual party itself is the object of or involved in the action.

- 8.2. A Contracting party's Force majeure shall be considered as the Contracting party's Force majeure, if the subcontracted service cannot be acquired from other sources without unreasonable costs or substantial delay.
- 8.3. Each Contracting party shall promptly inform the other Contracting party of the formation and end of a Force majeure in writing, unless giving notice is prevented by a Force majeure.

**9. IMMATERIAL RIGHTS**

- 9.1. Ownership and intellectual property rights of the Service belong to the Supplier or a third party. For the purposes of this Clause 9, the Service shall be deemed to include any instructions, documents or other material related to the Service.
- 9.2. Unless otherwise agreed in writing, the Customer receives a limited right to use the Service for the duration of the Agreement. The license to the software only applies to the machine language version of the software.
- 9.3. The Customer has no right to reproduce, translate or change the Service or to resell or otherwise transfer the Service to a third party without the prior written consent of the Supplier, unless otherwise provided by law.
- 9.4. Supplier is responsible for ensuring that the Services do not infringe on any third party's intellectual property rights in Finland. The Supplier is obliged, at their own expense, to defend the Customer if it is alleged that the Services used by the Customer infringe any third party intellectual property rights in Finland, provided that the Customer promptly notifies the Supplier in writing of the opposition and gives the Supplier the right to use the defendant's right to speak and gives the Supplier, at its request and at their expense, all the necessary information available, assistance and the necessary authorizations.

The Supplier is responsible for paying the damages awarded or agreed to a third party if the Customer has acted in accordance with the above.

- 9.5. If the trial finds or the Supplier otherwise reasonably considers that the Services infringe any third party's intellectual property rights, the Supplier is entitled, at their expense, to (a) procure the right to continue using the Service, (b) change the Service to a corresponding another Service, or (c) modify the Service so that the infringement ceases and the modified Service corresponds to the contracted Service. If none of the above options is available to the Supplier on reasonable terms, Customer shall, at the Supplier's request, discontinue use of the Service and return any hardware, software or other asset and any operating instructions, documents or other materials related to the Service, and the Supplier will, at the Customer's request, reimburse for the Service costs with the proportion corresponding to the Service life deducted.
- 9.6. The Supplier shall not be liable for an assertion made (a) by a party that has or has actual control over the Customer in accordance with the Accounting Act; (b) is due to a change made or commissioned by the Customer to the Service or compliance with the instructions given by the Customer; (c) results from the use of the Service in conjunction with a Service other than that provided or approved by the Supplier; (d) is due to the use of the Service contrary to the Agreement or for a purpose for which it was not designed or intended; or (e) could have been avoided by using the Service provided by the Supplier to the customer free of charge which corresponds to the Service covered by the Agreement.
- 9.7. The Supplier's liability for infringements of the intellectual property rights of the Service is limited to what is agreed in Section 9 of this Agreement.

**10. DELAY AND ERROR**

- 10.1. Delivery is delayed unless the Service has been delivered within the delivery time agreed in writing. However, delivery shall not be delayed if (a) the delay is due to a circumstance other than that for which the Supplier is responsible; or (b) the Supplier provides the Customer with a replacement Service that is equivalent to the contracted Service or other replacement that the Customer approves.
- 10.2. There is an error in the Service if the Service deviates substantially from what the Contracting parties have agreed in writing, and the deviation substantially impedes the use of the Service. However, Service shall not be considered faulty if (a) the deviation is due to a circumstance other than that for which the Supplier is responsible;

or (b) the Supplier provides the Customer with a replacement Service that is equivalent to the contracted Service or other replacement that the Customer approves.

- 10.3. The absence of instructions for use or other documents related to the Service, the need for settings or adjustments, or a deficiency that does not prevent the use of the Service, is not considered a delay or an error. However, the Supplier is obliged to rectify the defect referred to in the previous sentence without undue delay if the Customer notifies the Supplier of it in writing within a reasonable time after the Customer has discovered the defect or the Customer should have discovered it. A reasonable period of time, unless otherwise indicated or required by law, is 8 days.
- 10.4. The fact that the Service is closed, blocked or suspended or the use of the Service is restricted in accordance with the Agreement, the Customer's request or legislation is not considered a delay or an error.
- 10.5. If the delivery is delayed, the Customer has the right to demand fulfillment of the Agreement and the right to withhold payments until the delivery of the Service by notifying the Supplier without delay. If there is a defect in the Service, the Customer has the right to demand correction of the error and, secondarily, the right to demand a price reduction by notifying the Supplier without delay. The Supplier has the right to rectify the delay or error, even if the Customer has not notified the Supplier of it. The Supplier may correct the delay or error as it sees fit, for example by correcting the error or resuming performance. However, the Supplier shall not be obliged to correct the delay or error if the correction would cause the Supplier unreasonable costs or unreasonable inconvenience. If the Supplier has not corrected the error within a reasonable time after the Customer has notified the Supplier of the error and reserved the opportunity for the Supplier to correct the error, the Customer is entitled to a price reduction corresponding to the error.
- 10.6. If the Customer corrects or otherwise rectifies the delay or error without notifying the Supplier and without giving the Supplier a reasonable time and opportunity to correct the delay or error, the Customer is responsible for all costs incurred for the repair or other rectification. A reasonable time is calculated from when the Customer has notified the Supplier of the delay or error and reserved an opportunity for the Supplier to correct the delay or error.
- 10.7. The Customer may not invoke the delay unless the Customer notifies the Supplier in writing of the delay within a reasonable time after the Service has been provided. The Customer may not invoke the defect unless the Customer notifies the Supplier in writing within a reasonable time after the Customer has

discovered the defect or the Customer should have discovered it. A reasonable period of time, unless otherwise indicated or required by law, is 8 days. However, the Customer may invoke the delay or the error if the Supplier has acted with gross negligence or dishonesty or if the Service does not meet the requirements set by law.

## 11. TERMINATION OF THE AGREEMENT

- 11.1. If delivery is delayed and has not taken place within a reasonable additional time set by the Customer in writing, the customer has the right to terminate the Agreement for the delayed Service provided that the delay is material to the customer and the Supplier understood this or should have understood it.
- 11.2. If there is a material defect in the Service and the Supplier has not corrected the defect within a reasonable but at least 1-month period set by the Customer in writing, the Customer has the right to terminate the Agreement for the defective Service, provided the defect is material to the customer and the Supplier understood or should have understood this.
- 11.3. The Supplier shall have the right to terminate the Agreement in whole or in part if (a) the contact information provided by the Customer is incorrect, incomplete or out of date and the Customer cannot be reached; (b) the Customer has provided other materially incorrect, incomplete or outdated information at the time of entering into the Agreement; (c) the Customer does not provide any advance payment or security deposit; (d) the Customer has materially exceeded their credit limit; (e) the Service has been closed, blocked or suspended for more than 1 month; (f) the Supplier has, due to repeated breaches of Agreement or other reasons good cause to suspect that the Customer is not able to take care of their contractual obligations and the Customer does not provide the Supplier a reliable statement of compliance with its obligations without delay, but not later than 8 days after the Supplier's written notice; or (g) the Supplier has good cause to suspect that the Customer is insolvent. The Supplier shall be deemed to have reasonable grounds to suspect that the Customer is insolvent e.g. if (a) the Customer fails to make an overdue and undisputed payment to the Supplier within 14 days of the written notice of payment due; (b) the Customer or its parent company has overdue and uncontested debt for more than 1 month; (c) the Customer's parent company is or is being placed in bankruptcy, liquidation or reorganization proceedings; or (d) the Customer or the Customer's parent company is removed from the trade register or another equivalent register. If the Customer is declared bankrupt, the Supplier has the right to terminate the Agreement in whole or in part in the manner provided for in the Bankruptcy Act.

- 11.4. Each Contracting party has the right to terminate the Agreement in whole or in part, also if the other Contracting party materially breaches the Agreement and the breach is of fundamental importance and the other Contracting party understood this or should have understood it. If the breach is reparable, the termination of the Agreement does, however, require that the other party has not remedied the breach of the Agreement within the reasonable time set by the other Contracting party in writing, provided that this deadline for such action is no shorter than one month.
- 11.5. If it has become clear that the fulfillment of the Agreement will be delayed or suspended due to force majeure for over 2 months, the Contracting party has the right to terminate the Agreement in whole or in part without either Contracting party having the right to claim damages.
- 11.6. The Contracting party shall notify the other Contracting party of the termination of the Agreement in writing for the termination to be valid.
- 12. LIABILITY FOR DAMAGES**
- 12.1. The Supplier is obliged to compensate the Customer only for the direct damages caused by the Supplier's negligence, as indicated by the Customer.
- 12.2. The Supplier is not be obliged to pay the standard compensation, the standard reimbursement or any other contractual penalty, unless otherwise agreed in writing. If the Supplier is obliged to give a price reduction, standard compensation, standard reimbursement, contractual penalty or other compensation, the supplier is obliged to pay additional damages only to the extent that the amount of damage exceeds the price reduction, standard compensation, standard reimbursement, contractual penalty or other compensation.
- 12.3. The supplier's total liability is up to a maximum of the imputed VAT-free monthly price for the service in question multiplied by two at the time of the infringement. This total sum includes any price reductions, standard compensation, standard reimbursements, contractual penalties or other rebates. The supplier's total liability is up to a maximum of the imputed VAT-free monthly price for the service in question multiplied by two at the time of the infringement. This total sum includes any price reductions, standard compensation, standard reimbursements, contractual penalties or other rebates.
- 12.4. The Contracting party is not liable for indirect damages. Indirect damage refers to, for example, lost profits, loss of operating profit or damage resulting from another contractual obligation or a reduction or interruption in production or turnover.
- 12.5. In the event of damage or threat of damage, the Customer must take steps to prevent or limit the damage as may be reasonably required of the Customer or requested by the Supplier. If the Customer does not take such action, the Customer will incur the part of the damage caused by their failure to act.
- 12.6. Compensation is not paid solely for the inconvenience caused by the damage event.
- 12.7. A Contracting party is not responsible for the destruction, loss or alteration of the other Contracting party's information, messages or files or the damages or costs arising from such an event, including the cost of recreating the files. However, this clause 12.7 shall not apply if the Contracting parties have expressly agreed otherwise in writing on the backup of data and files and the Contracting party has breached its agreed obligation.
- 12.8. The limitations of liability under clauses 12.1, 12.3 and 12.4 do not apply to the clause Liability under Article 7 or 9, or damage caused by (a) the supply, copying or use of the Service in breach of the Agreement; (b) by violating Clause 4.21; or (c) intentionally; or with gross negligence.
- 13. TRANSFER OF THE AGREEMENT**
- 13.1. The Contracting party shall not be entitled to transferring the Agreement, even partially, without the prior consent of the other Contracting party's written consent.
- 13.2. However, the Supplier has the right to transfer the Agreement with the Supplier to a party belonging to the same group in accordance with the Accounting Act or in connection with a business transfer or other corporate reorganization, provided that the transferee undertakes in writing to comply with the terms of the Agreement. The supplier also has the right to transfer its contractual claims to a third party. The Supplier shall notify the Customer in writing of the transfer of the Agreement or receivable. Following notification of the transfer of a receivable, payments can only be validly made to the transferee.
- 14. AMENDMENT OF THE AGREEMENT**
- 14.1. The Supplier has the right to change the price of the Service or other terms of the Agreement when the change is not to the detriment of the customer. The Supplier shall notify of any such changes on its website or in any other appropriate manner.
- 14.2. The Supplier has the right to change the price of the Service or other terms of the Agreement to the detriment of the customer by notifying the customer in writing at the latest 1 month before the effective date of the change. In this case, the

- Customer has the right to terminate the Service Agreement subject to the change at the earliest on the effective date of the change and no later than 1 month after the effective date of the change by notifying the Supplier in writing no later than the effective date of the change. If the change is due to legislation change, the Supplier has the right to implement the change when the legislations enters into force and the Customer has no right to terminate the Agreement.
- 14.3. Other amendments to the Agreement must be agreed in writing for them to be valid.
- 15. CONTACT INFORMATION, NOTIFICATIONS AND PROCESSING OF CUSTOMER DATA**
- 15.1. Up-to-date contact information for the Supplier and the Supplier's customer service is available on the Supplier's website and in the customer service.
- 15.2. The Customer is obliged to provide THEIR contact information to the Supplier when concluding the Agreement and to notify of any changes.
- 15.3. The Supplier has the right to send invoices and notices related to the contract exclusively using the latest contact information provided by the Customer. The Supplier may send written notices by mail, e-mail, text message, electronic user account provided by the Supplier, or otherwise in writing. The notification sent by the Supplier by e-mail, text message or to the electronic user account provided by the Supplier shall be deemed to have become known no later than on the working day following the sending of the notification and the notification sent by post no later than one week after sending.
- 15.4. The Supplier has the right to record customer service calls and other communications. The Supplier uses the recordings to verify, for example, business transactions, clear complaints, quality control and training.
- 15.5. The Supplier has the right to disclose and otherwise process personal, transmission and location information, messages and other information in accordance with the law. If the Customer is a community subscriber, the Customer authorizes the Supplier to process messages as well as personal, relay and location information to the extent required by the Service. If the Customer discloses personal, proxy or location information, messages or other information to the Supplier, the Customer is responsible for ensuring that the Customer has the right to disclose the messages or such information to the Supplier for the purpose specified in the Agreement. The Supplier's currently valid register descriptions and other possible data protection principles are available on the Supplier's website or in the Supplier's customer service.
- 15.6. The Supplier may appoint a contact person whose task is to monitor and supervise the implementation of the Agreement and inform the customer about matters related to the Agreement. At the request of the Supplier, the Customer must also immediately appoint a contact person whose task is to inform the Supplier about matters within the Customer's organization insofar as they relate to the Agreement. Designating a person as a contact person does not create a right to change the Agreement. A Contracting party has the right to change its contact person by notifying the other Contracting party in writing.
- 15.7. The Supplier has the right to use the Customer as a public reference. The Customer has the right to prohibit the reference use for a justified reason by notifying the Supplier in writing.
- 16. PROCESSING OF PERSONAL DATA ON THE DELEGATION OF THE REGISTRAR**
- 16.1. If the Supplier and the Customer have agreed that the Supplier will process personal data on behalf of the Customer, the principles agreed in this clause 16 shall apply in addition to the other terms and conditions. In the above situation, the term "Processor" is used in this section of the agreement below for the Supplier and the term "Registrar" is used for the customer.
- 16.2. The Processor guarantees the general data protection regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council, hereinafter "GDPR"), in accordance with Article 28 (1) that it takes adequate safeguards to implement the appropriate technical and organizational measures so that the processing complies with the requirements of the GDPR and ensures the protection of the data subject's rights.
- 16.3. The Contracting parties have defined the subject and duration of the processing, the nature and purpose of the processing, the types of personal data and the categories of data subjects in the annex to the Agreement. Unless otherwise specified by the Contracting parties, the following shall apply:
- During the term of the Agreement, the Processor will process personal data for the Registrar in accordance with Article 4 of the GDPR, which may concern the Registrar's customers, staff and / or other third parties involved in the execution of the Service. The Registrar does not provide the Processor with information on specific categories of personal data or personal data related to criminal convictions and / or offenses. The subject, nature and purpose of the processing may have been described in more detail in the main Agreement and / or in the service description attached to it.

The Processor processes the following types of personal data: contact information, billing information and payment information, as well as the following personal data groups of data subjects: customers, subscribers, potential customers, contacts and employees.

- 16.4. The Processor has the right to process personal data for the purpose of providing the contracted Services also outside the EU in accordance with the provisions of applicable law (including without limitation the GDPR). The Processor shall process the data in accordance with any documented instructions issued by the Registrar, including the processing of personal data outside the EU, unless otherwise required by applicable Union law or national law, in which case the Processor shall inform the Registrar of this legal requirement before processing; unless such communication is prohibited in the law due to important reasons relating to common good.
- 16.5. The Processor shall immediately inform the Registrar if it considers that the Data Registrar's instructions infringe the GDPR or other Union or Member State data protection provisions.
- 16.6. Given the nature of the processing operation, the Processor shall, by appropriate technical and organizational measures, assist the Registrar, as far as possible, in fulfilling the Registrar's obligation to respond to requests for the exercise of the data subject's rights under Chapter III of the GDPR.
- 16.7. The Processor undertakes to assist the Registrar in ensuring that the obligations laid down in Articles 32 to 36 of the GDPR are complied with, taking into account the nature of the processing and the information available to the Processor.
- 16.8. The Processor shall ensure that its personnel authorized to process personal data are bound by an obligation of professional secrecy or are subject to an appropriate legal obligation of professional secrecy.
- 16.9. With reference to Section 4.17, the Processor shall inform the Registrar of any planned changes or addition to the personnel that process other people's personal data, thus giving the Registrar the opportunity to object to such changes. The Processor also undertakes to comply with the conditions for the use of another processor of personal data referred to in Article 28 (4) of the GDPR.
- 16.10. The Processor undertakes to comply with all measures required by the Article 32 of the GDPR.
- 16.11. The Processor shall make available to the Registrar all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and shall allow and participate in audits, such as

inspections, by the Registrar or another auditor authorized by the Registrar. The Registrar undertakes not to use a third party that is a competitor of the Processor to perform the audit. The Registrar must notify the Processor of the of the audit at least one (1) month before the date of the audit. The audit must be performed during the Processor's office hours (Mon-Fri 8 am-4pm) so that it does not interfere with the Processor's normal business operations. The Processor shall have the right to invoice the Registrar for all work and costs incurred by it as a result of the Registrar exercising its right of audit under this paragraph. Likewise, the Processor has the right to invoice the Registrar for any changes to the Services that the Registrar may request the Processor to carry out on the basis of the audit.

- 16.12. The Processor shall, at the choice of the Registrar, delete or restore all personal data to the Registrar upon termination of the provision of processing Services and delete existing copies, unless European Union law or national law requires the retention of personal data.

## 17. INTERPRETATION OF THE AGREEMENT

- 17.1. The written Agreement shall comprise the Agreement between the parties in its entirety and shall supersede oral or other silent agreements which cease to be in force when the written Agreement enters into force. A written order confirmation sent by the Supplier is considered a written agreement.
- 17.2. Marketing materials are not part of the Agreement, unless otherwise agreed in writing.
- 17.3. If any term of the Agreement is invalid, it will not invalidate the other terms of the Agreement.

## 18. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 18.1. This Agreement is governed by Finnish law, except for its conflict of law provisions.
- 18.2. Disputes arising from the Agreement will be settled in a court determined by the Supplier's domicile.

## 19. ENTRY INTO FORCE AND AVAILABILITY OF TERMS AND CONDITIONS

- 19.1. These general terms and conditions enter into force May 25, 2018 and are valid until further notice. These general terms and conditions shall also apply to agreements concluded before their entry into force.
- 19.2. The price lists and other terms and conditions are available free of charge from the Supplier's customer service.