

Askele Oy

Productized integrations

Terms of Service

## Definitions:

**Confidential Information** shall mean information, including but not limited to trade secrets and other information, related to Service, technology, know-how, Customer Data, or other information that should reasonably be understood to be proprietary, confidential or competitively sensitive.

**Customer Data** shall mean the data belonging to Customer (or its employees) and processed in Service.

**Fees** shall mean the fees, based on which Customer is granted the right of use Service.

**Implementation Service** shall mean Service Provider's consulting services relating to the implementation of Service, such as integration and parameterization work and other similar services related to the implementation or initialization of the Service.

**Intellectual Property Rights** shall mean patents (including utility models), design patents, and designs, whether or not capable of registration, rights to inventions, database rights, trademarks, trade secrets, chip topography rights and other like protection, copyright (including the right to modify and assign such copyright), any other form of protection of any kind and applications and rights to apply for and be granted, renewals or extensions or and rights to claim priority from such right for any of the foregoing respectively.

**Parties** shall mean Service Provider and Customer.

**Purchase Order** shall mean the order that Customer submits to Service Provider for the use of Service. Customer may order Service directly from Service Provider, from its websites or web shops.

**Service** shall mean productized integration specified in the Service Agreement, as provided by Service Provider.

**Service Agreement** shall mean the agreement between Service Provider and Customer specifying Service, Fees, Implementation Service, Implementation Fees and Subscription Period and any additional terms and conditions that apply to the particular Service that Customer has ordered.

**Subscription Period** shall mean time period for which Service Provider grants Customer the limited right to use Service subject to agreed Fees.

**Terms of Service** shall mean the terms of Service in this document which shall form and integral part of Service Agreement.

## 1. General terms

### 1.1. Purchase Order and Terms of Service

These Terms of Service apply between Parties and shall govern the use of Service. Only individuals with the necessary administrative and purchasing rights in Customer's organization may commit to these Terms of Service on behalf of Customer.

After Service Provider's acceptance of Customer's Purchase Order, Service Agreement shall be executed between Parties. In case of any discrepancies between these Terms of Service and Purchase Order, these Terms of Service shall prevail.

All third-party products and/or services integrated into Service under Service Agreement shall be exclusively governed by the terms and conditions of the third parties in question.

Service Agreement may not be transferred without the prior written consent of other Party. Each Party has, however, the right to transfer Service Agreement to a corporation belonging to the same corporate group or in connection with a reorganization of business structures (e.g. a business purchase).

Service Provider may change Terms of Service at its discretion. Certain changes in Terms of Service and/or the Service, such as may be mandated by legislative changes, may require that Customer re-accepts Terms of Service. Such changes will be notified minimum thirty (30) days in advance via email to Customer's contact person. If Customer does not accept changes to Terms of Service, Customer may terminate Service Agreement in accordance with [4.6. Termination](#).

The latest version of Terms of Service is at all times available at <https://askele.fi/en/informationsecurity>.

### 1.2. Fees and Payment terms

Fees for Service are subject to Service Provider's price lists, as published online or otherwise made available by Service Provider.

Unless explicitly stated otherwise in Service Agreement, Fees shall be charged in advance for agreed Subscription Period. Service Agreement will automatically continue to be in force for a new Subscription Period, unless it is terminated subject to termination notice period agreed in Service Agreement.

Fees are non-refundable unless the availability of Service has been significantly restricted or reduced for reasons solely attributable to Service Provider. In such cases, Service Provider may at its discretion, and as the sole remedy for Customer, offer a reasonable refund to Customer for Fees accrued during the period of reduced availability.

Implementation Fees agreed upon on Service Agreement shall be charged in advance.

Service Provider shall have the right to charge ordinary and reasonable travel and accommodation expenses and daily allowances. Furthermore, Service Provider shall have the right to charge half of the agreed hourly rate for any travel time required by Service.

Service Provider will provide operational support free of charge, such as errors in Service. Additional support, such as user training, or additional implementation or configuration work may be purchased separately from Service Provider.

The term of payment is eight (8) days from the date of an invoice. Customer agrees to pay the invoices to Service Provider by the due date. Value added tax (VAT) in effect at the time of an invoice shall be added to all of the prices.

Delayed payments are subject to statutory interest for late payment. In the event of non-payment or late payment of Fees by Customer, Service Provider reserves the right to suspend Customer's access to Service. If the situation is not resolved within a reasonable time, Service Provider reserves the right to terminate Customer's right of use to Service in accordance with 4.6. Termination.

Service Provider will always have the right to change Fees charged for Service without notification thereof:

- a) annually to account for general price and cost increases; or
- b) if a legislative change or an authoritative regulation requires such change.

Service Provider shall have the right to increase Fees on thirty (30) day notice if a subcontractor or a required third party application increases their prices towards Service Provider.

Service Provider shall have the right to change Fees charged for Service based on other grounds by informing Customer sixty (60) days prior to the changes taking effect.

### 1.3. General Description of Service

Customer purchases a right to use Service as it is made available online by Service Provider. Service is provided on an "as is" basis as standard software. Service is not contingent on or tied to any particular version or functionality at any particular point in time, nor any publications, materials or comments made by or on behalf of Service Provider.

Service Provider shall have the right to make improvements, add, change or remove functionality or components, or correct any errors or omissions in any part of Service at its sole discretion and without any obligation or liability accruing therefrom.

Service Provider reserves the right to discontinue any Service, or its availability in a particular market, on six (6) months prior notice.

### 1.4. Customer's Right to Use Service

Customer is granted a limited, non-exclusive, revocable right for the agreed time period, as determined under Service Agreement's subscription period, to access and use Service, solely for processing Customer Data in Customer's internal business operations and in accordance with these Terms of Service. On the basis of this right, Customer is entitled to give access to Service to its employees or other partners. Except for its partners, Customer is not entitled to transfer or give the right to use Service to any third party. Service Provider shall not be responsible for Service being suitable for the purpose of use planned or intended by Customer. Customer has a right to use Service for the term of Service Agreement.

The right of use may not be transferred or assigned to any entity whatsoever, in whole or in part, under any circumstance (including but not restricted to mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorization from Service Provider.

Data processed in Service shall be acquired from softwares used by Customer. Customer shall represent and warrant, that the transfer of

Customer Data from these softwares to Service is lawful. Furthermore, Customer is solely responsible for the content of Data and Data being valid and in compliance with laws and authoritative regulations and that it does not infringe the rights of third parties. Service Provider shall have no liability whatsoever of monetary damages or expenses incurred in case the transfer of Customer Data from third party solution results in breach of contract (e.g. third party intellectual property rights) between third party solution provider and Customer. In case a third party license or right to use is required to enable the transfer of Customer Data to Service, Customer is fully liable to cover all costs and expenses related to acquiring and maintaining such license.

Customer shall be obliged to safeguard the credentials and passwords related to Service. Customer shall be responsible for any use of Service under its credentials regardless of the identity of the user. Customer shall be obliged to notify Service Provider if there is a reason to suspect or believe that the credentials or passwords in question have been accessed by an unauthorised third party.

Customer shall be responsible for any information, instruction and orders it has given to Service Provider.

Customer is responsible for providing Service Provider with at all times up to date contact information, including a primary contact email. Service Provider will send important information about Service, security and/or privacy to Customer's primary contact email.

### 1.5. Interruptions of Service

Service Provider shall be entitled to interrupt Implementation Service or supplying Service to Customer completely or partly due to the following reasons:

- a) Interrupting Service is necessary for repairing or maintaining Service or its part or other similar measures. Where reasonably possible, Service Provider shall notify Customer of such interruption in advance;
- b) Customer has not paid its undisputed payments based on Service Agreement in spite of being sent a reminder;
- c) Customer's action or any matter for which it is responsible has caused or causes problems, threat or damage to Service or to the other users of Service;
- d) There is a reason to suspect that Customer's credentials or passwords are unlawfully in a third party's possession and the Service is accessed via such credentials or passwords;
- e) According to Service Provider's reasonable understanding Service has been used or is used for operations violating law or authoritative regulations;
- f) Customer has entered into liquidation or been declared bankrupt or been found insolvent in some other way; or
- g) Customer is in material breach of its obligations under Service Agreement and has not corrected such breach of contract within thirty (30) calendar days from Service Provider's written notice specifying the breach.

Service Provider shall notify Customer's primary contact in writing of the interruption of Service without undue delay. If reasonably possible,

Service Provider shall send the notice in advance. Any interruption to the use of Service shall not suspend Customer's obligation to pay the applicable service charges.

## 2. Implementation Service

Service Provider shall deliver Implementation Service to Customer as a consulting service. Customer shall be responsible for ensuring that the agreed consulting services meets Customer's needs and requirements. Service Provider shall be responsible for the consulting services corresponding to what has been agreed upon in Service Agreement.

Service Provider shall be responsible for executing the consulting services as agreed, with due care and the expertise the tasks require, in the given form and schedule.

Service Provider's working practices and processes shall be used when executing consulting services. Service Provider may freely change those practices and processes if the changes do not cause any additional expense or harm to Customer.

Parties shall reserve any necessary workspace and equipment for their own part for the execution of the consulting services. Both Parties shall be responsible for making the decisions required for the execution of the consulting services without delay.

Service Provider's consulting services shall be regarded as accepted when the Service Provider has notified Customer that the consulting services have been supplied and completed as agreed upon, and

- a) Customer has accepted the results in writing;
- b) Customer has not notified Service Provider of any other than minor defects in writing within ten (10) calendar days from the delivery; or
- c) Customer has commenced using the results of the consulting services.

Customer shall be charged for the consulting services in advance.

Service Provider's responsibility and liability for the result of consulting services shall in every case be limited to performing the defected consulting task again to render the task as materially corresponding to what has been agreed upon.

## 3. Data Processing Agreement and Security

Service Provider is committed to ensuring that Service is compliant with applicable data protection laws and regulations, as further agreed under a separate data processing agreement between Parties.

Service Provider is committed to providing a high level of security in Service, including with regards to personal data and privacy protections. Service Provider provides appropriate security through organizational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the Service, and Data processed using Service. Due to dynamic and changing nature of IT-security, particularly online, Service Provider's

security measures are described in detail at <https://askele.fi/en/informationsecurity>.

## 4. Supporting terms

### 4.1. Confidentiality

Each Party may in connection with Service Agreement disclose or obtain Confidential Information from the other Party, in any form or media.

Parties shall hold all Confidential Information in confidence and take reasonable measures, at least as protective as those taken to protect its own Confidential Information but in no event less than reasonable care, to protect the other Party's Confidential Information, and not disclose it to any third party, unless specifically authorized by the other Party to do so, or if required to do so under mandatory provisions of law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

Confidential Information does not include information which

- a) the recipient can demonstrate was in the recipient's possession or knowledge prior to entering into Terms of Service, and which the recipient lawfully acquired;
- b) is or becomes publicly available through no fault, action, omission or intervention of the recipient;
- c) is received by the recipient from a third party without a duty of confidentiality (express or implied); or
- d) is independently developed by the recipient without breach of Terms of Service.

The confidentiality obligation shall continue in perpetuity even after the termination of this Service Agreement.

### 4.2. Intellectual Property Rights

The ownership and all Intellectual Property Rights arising or generating in connection with Service and any materials, software or components used in its production shall belong solely to Service Provider or its third party licensors or collaborating partners. Customer is only granted with a limited right to use Service, as defined in section 1.4. For clarity, Customer shall not obtain any rights relating to the applications, processes, operations models or their execution solutions included, used by or exploited by Service.

Customer retains ownership and all Intellectual Property Rights to Data that it has stored and that is used in Service. Customer grants to Service Provider a limited right to process Customer's Data in order to complete its agreed obligations under Service Agreement. Customer shall in every respect be responsible for its Data stored and used in Service.

Copyright and all other Intellectual Property Rights of any documents and other results produced as a result of the consulting services agreed between the Parties shall belong solely to Service Provider or its third party licensors or its collaborating partners. For the term of

Service Agreement, Customer is granted only with a limited right to use such results for its own internal use only.

Customer may decide to give Service Provider input or feedback ("**Customer Feedback**"). Customer grants to Service Provider, under all of Customer's Intellectual Property Rights, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right to: (a) use, copy and modify Customer Feedback and to create derivative works of Customer Feedback, and (b) make (and have made), sell, offer for sale, lease and otherwise distribute any Service Provider's and its affiliated companies' and licensor's products or services using or containing Customer Feedback, and (c) sublicense the rights to use Customer Feedback to enable the use of such products and services.

#### 4.3. Warranty

Service is provided on an "as is" and "as available" basis without warranties of any kind. Except as expressly set forth in these Terms of Service, Service Provider will not offer any warranty, express or implied, including without limitation warranties of title, non-infringement, merchantability, fitness for a particular purpose or system integration capability. No claims other than those specifically set forth herein can be made with respect to the Service, and Customer shall not base any claims on terms not expressly set forth in Terms of Service.

Service Provider agrees to ensure that Service functions in the manner described in Service Agreement. Service Provider shall not, however, be responsible for the functionality of Service in case the non-functionality or error in Service results from the non-functionality of or error in a third-party product or service integrated into Service.

Service Provider shall use commercially reasonable efforts consistent with prevailing industry standards to maintain Service in a manner which minimizes errors and interruptions in Service. Customer and Service Provider agree that Service and delivery thereof will not be completely free of errors and that improving Service is a continuous process.

Service Provider does not warrant that Service will meet Customer's requirements, operate correctly with Customer's choice of equipment, systems or settings, setup, configuration, modifications, customizations, plugins or third party integrations, or be uninterrupted when delivered over the internet. Service Provider is not responsible for the internet, internet service providers nor the customer's internet connection.

Service Provider is not responsible for functionality, content or legality of third-party website links visible in Service or in the associated websites or documentation.

#### 4.4. Limitation of Liability

Service Provider is not responsible or liable for Customer Data, including its content, ownership and legitimacy, nor for use or other activities performed upon Customer Data by Customer or on behalf of Customer, or otherwise outside the control of Service Provider.

In no event shall Service Provider be liable for any damages in third-party products or services integrated into Service, or for any damages resulting from Service due to reasons attributable to such third-party products, integrations or services. Service Provider hereby also disclaims any and all liability for any damages resulting from Service

in case these damages are attributable to modifications made to the integrations of Service by Customer.

Although the Service Provider will exercise due care in providing secure transmission of information between Customer and Service, Customer acknowledges that the internet is an open system and that Service Provider cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify Customer Data. Service Provider accepts no liability for such misuse, disclosure or Customer Data loss.

Neither Service Provider nor Customer shall be liable for any delay or failure in performance arising out of or in connection with Force Majeure.

Under no circumstances shall Service Provider be responsible for any indirect or consequential losses or damages of any kind that arise as a result of or in connection with Service or Service Provider's breach of its obligations, including but not limited to any loss of Customer Data, production, revenue or profit or third party claims or governmental sanctions, even in the event Service Provider has been advised as to the possibility of such damages. Service Provider's liability under Terms of Service is limited to direct damages, except as provided otherwise by mandatory provisions of law, such as damages caused by gross negligence or wilful misconduct.

Total, accumulated liability including any refunds and compensations for direct losses and costs during subscription period for Service shall in total not exceed an amount equaling three (3) months' Fees for the affected Service. In case Customer has had Service in use for a period under three (3) months, the damages shall be limited to the amount paid in the months for which the agreement has been effective.

#### 4.5. Force Majeure

Each Party shall be released from its contractual obligation and its obligation to pay damages, if its compliance with a contractual obligation is prevented or delayed by a cause beyond its reasonable control ("**Force Majeure**") including, but not limited to, unreasonable hardships in fulfilling a Party's contractual obligations, national state of emergency, labour dispute, fire, thunder, storm, natural disaster, authoritative rule, damage in cabling caused by a third party, flood and water damage, overvoltage in the power-distribution network, a flaw or a disturbance in general data connection, disruption in the supply of energy or another substantial raw material or another unusual cause with similar effects not depending on the affected Party.

In the event of legislation, directives or regulations pertaining to Service or its delivery being changed, or new legislation or directives being passed after the Service have been made available in the market, which prevents Service Provider from fulfilling the instructions of Customer or obligations under Terms of Service, and/or which requires the suspension of Service, in whole or in part, for a time limited period or indefinitely, this shall be considered a Force Majeure event.

An event of Force Majeure encountered by a Party's subcontractor will also be regarded as a basis for release if the subcontracting cannot be acquired from elsewhere without unreasonable costs or a substantial loss of time.

### 4.6. Termination

Agreement shall become effective upon Service Provider's acceptance of Purchase Order and shall remain effective in the length of Subscription Periods until terminated.

Termination should be enacted in writing by Customer at the latest of thirty (30) days prior to the end of current Subscription Period or Customer will be subject to payment in full for the following Subscription Period. The terminated Service can be used normally until the last day of the already paid Subscription Period, after which it will be shut down.

Customer may terminate the customer relationship or individual Service for convenience and at any time according to the terms specified in Service Agreement. If Customer terminates Service Agreement other than due to Service Provider's material breach of Service Agreement, any advance payments shall not be refunded.

Service Provider has the right to terminate Service Agreement or Customer's right of use Service with immediate effect either completely or partly and discontinue the supply of Service or the Implementation Service, if

- a) Customer has not paid its undisputed payments based on Service Agreement in spite of being sent a reminder;
- b) Customer has entered into liquidation or been declared bankrupt or been found insolvent in some other way; or
- c) Customer is in material breach of its obligations under Service Agreement.

Upon termination, or when Service Provider's legal basis for processing Customer Data expires, for whatever reason, Service Provider will delete Customer Data from its systems, unless mandatory provisions of law require Service Provider to continue to store it. In such an event, Service Provider shall continue to maintain the security of Data as set out in these Terms of Service.

Customer Data will be deleted within six (6) months after Service has been terminated. After deleting the Customer Data, Service Provider shall have no further obligations towards Customer with regards to Customer Data.

Customer may request the return of Customer Data no later than ten (10) days after termination. If more than ten (10) days have passed, the data may have been irrecoverably deleted. Service Provider shall return Customer Data in a format, time and method of delivery determined by Service Provider. Please contact Service Provider in good time before terminating in order to plan and perform the return of the data. Service Provider reserves the right to charge its standard rates for data return.

### 4.7. Governing law and Dispute Resolution

Service Agreement shall be governed by and construed in accordance with the laws of Finland.

Any dispute arising out of or relating to Service Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall

be one (1). The location of the arbitration shall be Helsinki, Finland and the language shall be Finnish.

Notwithstanding the above, Service Provider shall always be entitled to bring matters pertaining to undisputed invoice claims to a district court or to seek interim injunctive relief from a competent court of jurisdiction