

GENERAL TERMS

1 Application

These general terms and conditions ("**Terms**") apply to the purchases of hardware products ("**Products**"), as defined in the Sales Agreement to which these Terms with other appendices are an integral appendix to (collectively the "**Agreement**"), by a buyer defined in the Agreement ("**Buyer**") from Haltian entity defined in the Agreement ("**Seller**"). Seller and Buyer are each referred to as a "**Party**" and jointly the "**Parties**".

2 Purpose of the Agreement

Products purchased are intended only for (i) Buyer's own internal use or (ii) as part of Buyer's integrated product service delivery or service offering and/or renting, sub-licensing or leasing by Buyer to its customers.

Without a separate agreement entered into by and between the Parties regarding the resale of Products, Buyer has no right to resell Products to any third party.

Buyer shall not make any changes, reverse engineer, copy, disassemble, decompile, translate or adapt the Products unless otherwise expressly agreed by Seller in advance in writing.

Seller may use subcontractors at its sole discretion without notification or prior approval from Buyer. Seller's use of any subcontractors shall not release Seller from any of its responsibilities hereunder.

3 Seller's Acceptance and Order Cancellation

Parties can agree upon details regarding forecasting the need of and ordering of the Products.

Purchase orders in respect of the Products ("**Order**") issued by Buyer are not binding on Seller until Seller has accepted the Order. Seller will use its reasonable efforts to send its confirmation on the Order within five (5) business days in writing. Upon acceptance of an Order, Seller undertakes to deliver and Buyer undertakes to take delivery of the Products in accordance with the terms and conditions set forth hereunder.

Seller shall have the right to reject any Order if deemed commercially reasonable by Seller. In such case Seller shall have no obligations or liability to Buyer. If Buyer wishes to cancel an Order that has been accepted and acknowledged by Seller, Buyer is liable to compensate to Seller for all accumulated costs and expenses (including but not limited to design, manufacturing and packaging) relating to Order up to the date of cancellation.

4 Delivery

A delivery consists of the Products as defined in the Agreement. Delivery term for Products is FCA (Incoterms 2010). Partial deliveries are allowed.

Any delivery time in the Agreement shall be an estimate.

If the Seller arranges or undertakes the carriage, freight, insurance and any other transport, the costs shall be for the Buyer's account and shall not affect the provisions of the passing of risk.

5. Title to the Products and the Passing of the Risk

Title to the Products (except for the software incorporated in the Products) shall remain with the Seller until payment in full for the Products supplied to Buyer by Seller or any other related payments due from Buyer to Seller has been received by Seller.

Title to any software shall not pass to Buyer by virtue of the Agreement or these Terms but Buyer will be granted a limited right to use the software in accordance with Section 10.

Risk of loss or damage to any Products will pass to Buyer upon delivery made on delivery terms aforesaid in Section 4. Seller shall not accept any responsibility for damage or loss in transit.

6 Personal Data

No personal data will be processed by Seller on behalf of Buyer or its end-customer. In case Seller would process personal data on behalf of Buyer or its end-customer, the Parties shall agree on the terms and conditions relating to such processing of personal data separately in writing.

Seller shall not have any rights to the Buyer's data stored in and/or delivered via Products, except to the extent required to provide the Products in accordance with the Agreement and to improve the Products. All such data shall always belong to Buyer or Buyer's customer.

7 Changes to Product or Service Specifications

Seller shall be entitled to make changes and apply new features to the Products and related specifications that may affect the behaviour of the Products. In such cases Seller shall use its best efforts to inform Buyer six (6) months before the aforesaid changes.

Seller shall not be liable for any costs of damage due to any changes in Products.

8 Inspection

Buyer must inspect the delivery of the Order and notify Seller's supply contact in writing within five (5) days from receipt of the Products if there is any problem with the Products. The Products shall be deemed to be fit and fully functional and accepted by Buyer, if Buyer does not notify Seller within the above-mentioned time limits.

9 Prices, Fees and Payment Terms

Prices are defined in the Agreement and are valid for thirty (30) days from the date of the quotation. For the sake of clarity Seller has the right to change prices, even after quotation or signing the Agreement, (i) due to unforeseen events, such as increase in taxes, transportation or labour costs etc, (ii) due to changes in the applicable indexes and (iii) with a sixty (60) days prior written notice.

All amounts payable under the Agreement are exclusive of all sales, use, value added, withholding and other taxes and duties and Buyer shall be responsible for and pay any and all such taxes and duties, except for taxes payable on Seller's net income. Seller shall be promptly reimbursed by Buyer for any and all taxes or duties paid by or collected from Seller in connection with the agreement.

Seller has the right to invoice the Order upon delivery of the Products, unless otherwise agreed in writing by the Parties. The payment term is fourteen (14) days net from the date of the invoice and shall be paid by wire or similar electronic transfer to the bank account indicated in the invoice. The payment shall not be subject to set off, deductions or counterclaims by Buyer. Seller shall also have the right to charge an interest rate of 9,5% p.a on any overdue payments.

10 Intellectual Property Rights and Software License

All Intellectual Property Rights (meaning all intellectual property rights such as, but not limited to, patent, trade secret, copyright, trade names, trademarks, service marks, logos, mask works, trade secrets, rights in technology and know-how) in and to and/or related to the Products (including any software contained in the Products) and to all Product enhancements and modifications etc., belong to and shall remain vested in Seller (and its licensors and suppliers as applicable) and nothing in the Agreement shall operate to assign any rights, title or interest in such Intellectual Property Rights to Buyer or to any other party.

Nothing contained in the Agreement shall be construed as conferring any right to use any name, trademark or other designation of either Party hereto, including any contraction, abbreviation, or simulation of any of the foregoing, in advertising, publicity or marketing activities.

Software incorporated in or forming a part of the Products hereunder, are being licensed not sold to Buyer by Seller. The Seller hereby grants to Buyer a non-exclusive, non-sublicensable and non-transferable (except with the Product) license to use the software (and the related documentation) provided hereunder solely with and for the use of the hardware Products delivered hereunder. This license terminates when Buyer's lawful possession of the hardware Products delivered hereunder ceases, unless earlier terminated as provided herein. Buyer agrees (i) to hold in confidence, (ii) not to decompile or reverse engineer the software and (iii) not to sell, transfer, license, loan or otherwise make available in any form to third parties the software and related documentation unless the software are incorporated into and transferred and used with the hardware Products delivered hereunder.

A separate software as a service agreement shall be entered into by and between the Parties with respect to software that is not incorporated into the hardware Products delivered hereunder.

11 Confidentiality

Confidential material ("**Confidential Information**") means any oral or written commercial, financial, technical or other information, including information in electronic or any other form (e.g. business, industrial, banking, insurance and taxation secrets) received by Buyer from Seller or its subcontractors in connection with the Agreement, notwithstanding the manner in which the information was provided or became known to Buyer. No rights to Confidential Information will be transferred to Buyer upon disclosure or assignment of information.

Buyer agrees to keep the Confidential Information in strict confidence and not to use or obtain benefit from the Confidential Information other than for the purposes of performing the obligations set forth in the Agreement. Buyer shall not disclose or hand out the Confidential Information to a third party without Seller's prior written consent. Buyer shall have the obligation to forthwith return the Confidential Information to Seller at Seller's written request at any time.

Obligations defined in this Section 11 shall not apply to any Confidential Information, which (a) is generally available or otherwise public; (b) has been received from a third party without any obligation of confidentiality; (c)

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was in the possession of Buyer prior to receipt of the same from Seller; (d) Buyer has independently developed without access to Confidential Information; or (e) Buyer is required to provide due to law or regulation by the authorities.

Buyer shall ensure that Buyer's employees, subcontractors and the employees of such subcontractors shall comply with this Section on confidentiality.

For clarity, nothing herein shall be construed so as to prevent Parties from using third party vendor office tools and services (including so-called cloud services) for electronic storage, communication and exchange.

This Section shall survive the expiry or termination of the Agreement for a period of five (5) years from expiration or termination of the Agreement.

12 Warranty

Seller warrants that the Products are free from significant defects, arising out of faulty materials and/or workmanship, for a period of twelve months (12) from the date of delivery. However, regarding the software incorporated into the Products, such warranty shall last only three (3) months from the delivery.

Under the aforesaid warranty Seller undertakes at its option to repair or replace such defective Products. If the aforesaid is not reasonably possible, Seller is instead entitled to refund the price paid of such defective Product.

Repairs may be carried out at a depot of Seller's choice. Buyer carries the shipping expenses when sending the Products to Seller, while Seller carries the shipping expenses when sending the Products back to Buyer.

The warranty will not cover any faults, failures or malfunctions due to misuse, abuse or negligence by or otherwise attributable to Buyer or a third party, (including but not limited to mechanical damages or parts broken due to excessive forces applied to them). For the sake of clarity, the warranty does not cover any other faults, failures or malfunctions than those covered by the warranty set out in the first paragraph of this Section.

For example, Seller shall have no liability for defects, errors or similar if such is due to:

- (i) normal wear and tear or consumable parts;
- (ii) inadequate, improper or unauthorized installation, maintenance, use or operation outside of the specifications;
- (iii) repair or calibration by Buyer or a third party or otherwise attributable to Buyer or a third party;
- (iv) hardware, software or any interface which is not supplied by Seller to Buyer or of which Seller is not responsible; or
- (v) environmental conditions or a change in conditions that is substantially different from normal conditions and due to that detrimental or hazardous to the operation, except, in case the respective specifications define the respective Product to be suitable for such conditions; and, accordingly no warranty shall apply.

The Products, including any software provided hereunder, are otherwise supplied "AS IS" and without warranty of any kind. The warranties in this Section 12 are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the warranties of fitness for a particular purpose and of merchantability, or of non-infringement, all of which are hereby excluded to the fullest extent permitted by law.

13 Limitation of Liability

Neither Party shall be liable, whatever the cause thereof, for any loss of revenue or of profit, business, goodwill or data or for any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with this Agreement and regardless of whether the other Party has been advised of the possibility of such damages.

Seller's maximum total liability under or in connection with the Agreement shall not exceed twenty per cent (20%) of the amount paid by Buyer to Seller under this Agreement for the Products to which the claim relates.

No limitation of liability shall apply to (i) damage caused by wilful misconduct or gross negligence or (ii) breach of undertakings outlined in Section 11 (Confidentiality).

14 Force Majeure

Furthermore, it is agreed that neither Party shall be liable or held to be in breach of the Agreement or any applicable Order for any failure in the performance of its obligations to the extent that and for as long as such performance is prevented by causes beyond such Party's control, which causes the Party could not have foreseen at the time of conclusion of the Agreement or Order and the consequences of which such Party could not have reasonably avoided or overcome ("**Force Majeure**").

Such events of Force Majeure shall include without limitation disturbances in data communication networks or energy sources; public health

emergencies; wars, riots, terrorist attacks or acts of any competent civil or military authority; import or export embargo; strike, lockout, boycott or other similar industrial action directly affecting the Party; and fire, flood or natural disasters and other similar causes. The Party whose performance is so prevented shall promptly inform the other Party of the occurrence of the Force Majeure event. If a Force Majeure event prevents the performance for more than sixty (60) days, either Party may terminate the Agreement with immediate effect by written notice to the other Party.

15 Term and Termination

The Agreement shall enter into force when duly signed by both Parties.

The Agreement shall continue to be in force until all agreed obligations have been fulfilled.

Each Party may terminate the Agreement by written notice with immediate effect if the other Party (i) has committed a material breach of contract not rectified within thirty (30) days from receipt of written notice identifying the material breach and requiring its rectification, (ii) files for bankruptcy, or (iii) becomes the subject of any proceeding of debt restructuring or is otherwise deemed to be insolvent.

Upon termination or expiration of the Agreement, following terms shall become applicable: (i) all unshipped Products under the Agreement shall be automatically cancelled; (ii) all outstanding invoices shall become due and payable on the effective date of termination; and (iii) all rights granted to Buyer hereunder shall expire except the limited right to use the software embedded in the Product for the life of the Product.

Seller shall not be liable to Buyer for damages of any kind because of termination or expiration of an Agreement in accordance with these Terms.

16 Entire Agreement

The Agreement, including its appendices and these terms and conditions, constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, oral statements, and understanding of any nature whatsoever. Any changes to the Agreement shall be made in writing and signed by the authorized representative of both Parties. Any changes made contrary to this requirement will be deemed void. In case of any discrepancies between the agreement document and appendices thereto, including these terms and conditions, the agreement document shall prevail.

17 Assignment

Rights and obligations under the Agreement may not, in part or in whole, be assigned to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, Seller may always assign right and obligations under the Agreement:

- (i) to another company within the same group of companies as Seller or;
- (ii) in connection with merger or acquisition procedure.

18 Governing Law and Dispute Resolution

The Agreement shall be governed by the substantive laws of Finland, excluding its choice of law provisions and the UN Convention of Contracts for the International Sale of Goods of 11 April 1980.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland in the English language.