

CLOUD SERVICE GENERAL TERMS

1 Application

These general terms and conditions ("**Terms**") apply to all purchases of **Cloud and Software based services**, as specified in the service description appendix of the Sales Agreement (the "**Service**") (Sales Agreement and its appendices collectively the "**Agreement**"), by a customer defined in the Agreement ("**Customer**") from Haltian entity defined in the Agreement ("**Supplier**"). By using the Service, the Customer agrees to use the Service according to the Agreement. Supplier and Customer are each referred to as a "**Party**" and jointly the "**Parties**".

2 Service

The Customer is, against compliance with these Terms and due payment of applicable fees, hereby granted a non-exclusive, non-transferable, time-limited right to access and use, and to permit its authorised users to access and use the Service only for its own internal business purposes during the term of this Agreement.

The Customer may not (except as expressly permitted herein or under applicable law) copy or modify or create derivative works from or distribute any portion of the Service in any form or by any means.

Supplier shall provide the Customer with relevant means to access the Service (such as a username and password). The Customer undertakes to keep usernames, passwords and any other access means strictly confidential and to protect the Service against unauthorized use. The Customer is responsible for any unauthorized access and use of the Service resulting from its negligent actions or omissions.

In provisioning the Service, Supplier is entitled to use subcontractors and shall be responsible for its subcontractor's work as for its own.

3 Technical environment and requirements.

Unless otherwise explicitly specified in service description, the Customer is responsible for maintaining its own technical environment for the use of the Service (the "Customer Environment") during the term of this Agreement (including with respect to any required hardware and third-party licenses).

4 Service Levels

The Service shall be available as defined in the service description set out in the Agreement, subject to any necessary service interruptions. The Customer acknowledges and confirms that temporary interruptions related to the Service as specified in the serviced description or notified to the Customer in advance may occur. Supplier shall exercise reasonable care to prevent such occurrences.

5 Changes to Service

Supplier reserves the right to make changes to the Service and develop the Service, including any updates or upgrades of the same, which changes Supplier, in its own reasonable opinion, deems necessary. Implementation of any new features or major enhancements to the Service, including but not limited to increase of transaction volumes or changes due to legal requirements, may require additional fees.

Changes in the Service that may affect the Customer are to be notified to the Customer's contact person in advance via agreed service channels as specified in the service description.

Supplier shall not be liable for any costs of damage due to any changes in the Service.

6 Service Warranty

Supplier warrants that the Service will perform substantially in the manner set forth in the service description of the Agreement, but only if the Service is used with all the features and configurations of components specified in the service description. Furthermore, Supplier warrants that it shall use commercially reasonable efforts to maintain the Service in good operating condition. If the Service does not conform to the service description stated in the Agreement, due to reasons solely attributable to the Seller, Seller shall, at its own expense, promptly correct any such non-conformance or provide the Customer with an alternative means of receiving the desired Service. Such correction or substitution constitutes the Customer's sole and exclusive remedy under the Service warranty set out in this Section 6. Furthermore, Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Supplier does not warrant that the Service will operate error-free or uninterrupted. In case Supplier has justified reasons to suspect that i) the Customer's use of the Service causes interference in the use of the Service by the Customer or other customers, or ii) a severe data security risk or other comparable technical event occurs or is likely to occur, Supplier shall have the right, in its sole discretion, to prevent or restrict the Customer's

access to the Service. If it is later proven that the Customer's use of the Service was not causing the interference, Supplier will – as the sole remedy available to the Customer - reimburse the Customer for the unperformed Service (in an amount proportionate to the relevant Service fee).

The Customer shall be responsible that the Service will meet the Customer's commercial requirements. The Customer shall have the right to provide the Service to its own customers only with Supplier's prior written consent. In case the Customer provides the Service to its own customers, the Customer shall act in its own name, at its own business risk and shall be responsible for arranging the contractual relationship with the Customer's customer. Therefore, Supplier shall have no liability whatsoever towards the Customer's customer and Customer shall indemnify, hold harmless and defend Supplier from any claims made by its own customers regarding the Service provided by the Customer.

The Service is otherwise supplied "AS IS" and without warranty of any kind. The warranties in this Section 6 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.

7 Dependencies

The Customer shall provide Supplier with all necessary assistance in relation to this Agreement, including necessary access to such information as may be required by Supplier to provide the Service.

In particular, the Customer undertakes to:

- (i) comply with all applicable laws and regulations with respect to its activities under these Terms and the Agreement;
- (ii) carry out all other Customer responsibilities set out in these Terms and the Agreement in a timely and efficient manner (in the event of any delays in the Customer's provision of such agreed assistance, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary);
- (iii) obtain and maintain all necessary licences, consents and permissions required to receive Supplier's delivery of the Service pursuant to these Terms and the Agreement; and
- (iv) ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time.

8 Prices, Fees and Payment Terms

Prices are defined in the Agreement. Supplier has the right to change prices (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 sixty (60) days prior written notice.

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

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 Customer. Supplier shall also have the right to charge an interest rate of 9,5% p.a on any overdue payments.

9 Intellectual Property Rights, copyright and customer data

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 Service or related technology and to all enhancements and modifications to the Service or related technology, belong to and shall remain vested in Supplier (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 Customer 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.

Supplier shall not have any rights to the Customer's data stored in, used and/or delivered via Service. All such data shall always belong to Customer and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy, consistency and quality of such Customer data. However, the Customer agrees that Supplier may collect, use and disclose quantitative data derived from the use of the Service that is required to provide the Service in accordance with the Agreement, industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify the Customer or its users.

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The Customer confirms that it uses sufficient data security measures in its Customer Environment including but not limited to up-to-date malware protection. The Customer may not in any event store or distribute any viruses or any unlawful or harmful material or material which may promote unlawful or harmful activities, during or in connection with its use of the Service. Supplier expressly disclaims any and all liability arising out of or relating to the Customer's data.

Any and all Intellectual Property Rights related to the applications (if any) developed or deployed during the performance of the Service shall belong to the Party who has developed the application (within limitations set in third party licenses).

10 Indemnity

Supplier represents and warrants that no part of the Service produced solely by Supplier shall, when used by the Customer in accordance with the Agreement, infringe any third-party Intellectual Property Rights in the country from where the Service is provided. Supplier shall defend or settle any claim made against the Customer in which it is alleged that the Service infringes third party's rights, provided that the Customer (i) promptly notifies Supplier in writing of such claim; (ii) grants Supplier sole conduct of the defense of any such claim; and (iii) acts in accordance with the reasonable instructions of Supplier and gives Supplier such assistance and authorizations as it shall reasonably require to defend or settle such claim. Supplier shall pay any costs and damages finally awarded against the Customer by a competent court or in an out-of-court settlement.

Notwithstanding the foregoing, it is acknowledged and agreed that Supplier shall not be liable to the Customer if the infringement claim: (i) results from an alteration of the Service or from compliance with the Customer's instructions or information or use of the Customer's materials; (ii) results from the use of the Service in combination with any material or service not included in the delivery or expressly authorized by Supplier; (iii) could have been avoided by the use of a subsequently released version of the Service made available to the Customer at no extra cost or in accordance with a valid agreement; or (iv) relates to any third party material or services.

The Customer is responsible for ensuring that the Customer's data does not infringe the rights of third parties.

This Section 10 stipulates Supplier's sole and exclusive liability and the Customer's sole remedy for infringement of third-party Intellectual Property Rights by the Service or the use thereof.

11 Data protection

In case Supplier will process personal data on behalf of the Customer or its end-customer, the Parties shall agree on the terms and conditions relating to such processing of personal data separately in writing in advance.

12 Data Security

Supplier agrees to exercise good care to safeguard the Customer's data and files against unauthorized access, use or modification. The Service will be subject to Supplier's current data security practices. Such practices are from time to time evaluated against best industry practices and standards, which are described in the service description. Disaster recovery practices, if any, applied for the Service are described in service description. Supplier has insurances required by applicable law to the extent necessary for Supplier's liabilities related to this Agreement.

13 Audit

Supplier shall be entitled to audit the Customer's performance of its obligations under the Agreement, such as agreed user rights, volumes and needed licenses. Supplier is entitled to use either internal or external auditors to assist in conducting such audit. The Parties shall agree well in advance on the time and other details relating to the conduct of such audits. The Customer shall at no cost for Supplier disclose the material and information needed for such audit.

14 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 the Party or its subcontractors from the other Party or its subcontractors in connection with the Agreement, notwithstanding the manner in which the information was provided or became known to the receiving Party. No rights to Confidential Information will be transferred to the other Party upon disclosure or assignment of information.

The Parties agree to keep the Confidential Information of the other Party in strict confidence and not to use or obtain benefit from such Confidential Information other than for the purposes of performing the obligations set forth in the Agreement. Parties shall not disclose or hand out the Confidential Information of the other Party to a third party without other Party's prior written consent. A Party shall have the obligation to forthwith

return the Confidential Information of the other Party to the other Party at such Party's written request at any time.

Obligations defined in this Section 14 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) was in the possession of the Party prior to receipt of the same from the other Party; (d) A Party has independently developed without access to Confidential Information; or (e) A Party is required to provide due to law or regulation by the authorities.

Parties shall ensure that their employees, subcontractors and the employees of such subcontractors shall comply with this Section 14 on confidentiality.

For clarity, nothing herein shall be construed to prevent Parties from using third party vendor office tools and services for electronic storage, communication and exchange.

This Section 14 shall survive the expiry or termination of the Agreement for a period of five (5) years from expiration or termination of the Agreement.

15 Limitation of Liability

Neither Party shall be liable, whatever the cause thereof, for any loss of revenue or 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.

Supplier's maximum total liability under or in connection with the Agreement shall not exceed twenty per cent (20%) of the fees paid by the Customer for the Service during the previous six (6) months.

No limitation of liability shall apply to (i) damage caused by wilful misconduct or gross negligence or (ii) breach of undertakings outlined in Section 9 (Intellectual Property Rights, copyright and customer data) or Section 14 (Confidentiality).

All claims based on this Agreement shall be presented to Supplier in writing within three (3) months of the date when the Customer becomes aware or should have become aware of the grounds for its claim. This Section 15 sets out the entire financial liability of Supplier to the Customer under the Agreement.

16 Force Majeure

Neither Party shall be liable or held to be in breach of the Agreement 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 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; wars, riots, terrorist attacks or acts of any competent civil or military authority; public health emergencies; 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 thirty (30) days, either Party may terminate the Agreement with immediate effect by written notice to the other Party.

17 Term and Termination

The Agreement shall enter into force when duly signed by both Parties and shall continue to be in force until further notice subject to the Customer's compliance with these Terms and due payment of any applicable fees or these Terms are terminated pursuant to section below.

The Agreement may be terminated by both Parties by giving a six (6) month prior notice to the other Party.

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) Supplier shall upon the Customer's request hand over the Customer's data on an "as is" basis to the Customer, or to a new service provider appointed by the Customer, and provide reasonable termination assistance during a maximum period of one month as further agreed between the Parties. Such assistance service is subject to payment of applicable fees according to Supplier's then-current price list and (ii) all outstanding invoices shall become due and payable on the effective date

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of termination; (iii) all rights granted to Customer hereunder shall immediately expire (subject to any agreed extension during any termination assistance period); and (iv) Customer shall immediately stop all activities in relation to the Service

Supplier shall not be liable to Customer for damages of any kind because of termination or expiration of the Agreement in accordance with these Terms.

18 Entire Agreement

The Agreement, including its appendices and these Terms, 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.

19 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, Supplier may always assign right and obligations under the Agreement:

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

20 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.