

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “PSA”) is concluded between you and the Affiliate of Efecte Plc (1509667-4) specified in the Purchase Order (“Efecte”). By in any way ordering or using the Professional Services provided by Efecte, the legal entity or company you represent (“Customer”) consents unconditionally to be bound and become a Party to this Agreement with Efecte. If the Customer does not unconditionally agree to the terms and conditions of this Agreement, any use of the Software or Cloud Services is strictly prohibited.

1 DEFINITIONS

Unless the context otherwise requires, the following expressions have the meaning set out below (and where the context so admits the singular shall include the plural and vice versa):

“**Agreement**” means jointly the Purchase Order specifying the Professional Services and this PSA;

“**Affiliate**” of a Party means any legal entity that is (i) directly or indirectly owning or controlling the Party, (ii) under the same direct or indirect ownership or control as the Party or (iii) directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50 %) of the nominal value of the issued equity share capital or more than fifty percent (50 %) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions;

“**Customer Material**” means the Customer's data or material communicated to or made available to Efecte on behalf of the Customer for the provision of the Professional Services or other material which is separately defined as Customer Material by Efecte and the Customer;

“**Deliverable(s)**” mean(s) the deliverable results of the Professional Services expressly set out in the Purchase Order;

“**Fee(s)**” mean the compensation paid by the Customer for the (i) license to use any Cloud Services and to receive Support Services and/or (ii) Professional Services, as applicable;

“**Intellectual Property Rights**” mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any

of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

“**Party**” or “**Parties**” mean(s) Efecte and/or the Customer, as the context may require;

“**Pre-existing Material**” means, in relation to the Professional Services, software, software code, applications, documentation, service concepts, devices, equipment, methods and any other materials created or developed by a Party prior to or outside the scope of this Agreement as well as any amendments, additions and new versions thereof and thereto developed by a Party under the Agreement. All Software and thereto related materials constitute Efecte's or its licensors' Pre-existing Material;

“**Professional Services**” mean installation, configuration, consulting and other professional services that Efecte provides pursuant to the PSA. For the avoidance of doubt, Software support and maintenance services shall not constitute services for the purposes of this definition and are consequently not supplied under the PSA;

“**Purchase Order**” means the Purchase Order specifying the Professional Services and/or Deliverables as well as price, payment and other commercial terms related thereto and concluded between the Reseller and Customer or Efecte and Customer, as the case may be;

“**Reseller**” means the legal entity who is authorized to resell Efecte's Cloud Services to Customers and who is identified as the Reseller in the Purchase Order. If the Customer has purchased the Cloud Services directly from Efecte, the references to Reseller in this Agreement are not applicable;

“**Software**” means Efecte's proprietary software and related software products and applications, including any amendments, updates, upgrades, enhancements and new versions thereof;

“**Working Day**” means Monday through Friday, excluding public and bank holidays in Finland.

2 PROVISION OF SERVICES

2.1 Efecte shall perform the Professional Services in accordance with the Agreement. Efecte shall perform the Professional Services in a professional and workmanlike manner, in a timely manner, with due care and in accordance with its own technical standards and policies.

2.2 Both Parties shall co-operate in performing the Professional Services regarding all matters that are under their command and control.

3 WARRANTY AND ACCEPTANCE

3.1 The Customer shall give Efecte its acceptance or observations regarding any report on the Professional Services or Deliverables without delay. Except where the Customer has issued a written justified complaint within seven (7) days after receiving the end report on the Professional Services or the Deliverables (whichever occurs first), the Customer shall be deemed to have accepted the Professional Services and the Deliverables. If there is no end report regarding the Professional Services or results thereof, the Professional Services shall be deemed accepted unless the Customer has issued a written and justified complaint within seven (7) days after the performance of the Professional Services. The Professional Services and Deliverables shall also have been deemed accepted if the Customer and/or the Customer takes the Professional Services or Deliverables into production use.

3.2 Efecte grants a warranty of fourteen (14) days to the Deliverables, such warranty to commence on the date of acceptance of the results of the Professional Services. Efecte's liability for errors in the Deliverables shall be limited to correcting the errors or re-performing the Professional Services at Efecte's own cost, provided that the Customer has notified Efecte of the error within the warranty period described above. The aforementioned shall constitute the entire liability of Efecte and the sole remedy of the Customer in case of any errors in the Deliverables.

3.3 The Customer shall be responsible for the data security of its own and its Customer's environment and for taking back-up copies of the Customer Material, Customer's other data and files which may be affected by the Professional Services, and for verifying such back-up copies.

4 INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER MATERIAL

4.1 All rights, title and interest, including all Intellectual Property Rights in and to the Professional Services and Deliverables shall belong exclusively to Efecte or its licensors. Each Party shall retain all its rights, title and interest, including all Intellectual Property Rights to its Pre-existing Material.

4.2 Subject to the terms of the Agreement and subject to the due payment of all Fees, Efecte grants to the Customer a license to allow the Customer specified in the applicable Purchase Order to use the Deliverables in accordance with Efecte's license terms applicable to Efecte's Software or service to which the Deliverables relate to and to which the Customer has a valid license. If the Deliverables do not relate to any particular Software or service that has been licensed to the Customer by Efecte, the Customer shall receive, subject to the terms of the Agreement and subject to the due payment of all Fees, a non-exclusive, non-transferable, non-sublicensable, limited right and license to allow the Customer specified in the applicable Purchase Order to use the Deliverables in its internal business operations.

4.3 The Customer shall provide Efecte with, and hereby grants to Efecte the right to use all Customer's and/or its third parties' information, software, applications, data, materials and premises necessary for Efecte to provide Professional Services and fulfill its obligations under the Agreement.

4.4 The parties shall comply with the terms of the Data Processing Addendum ("DPA"), which is incorporated into this Agreement by this reference and forms and inseparable part of the Agreement, with respect to the provision and processing of Personal Data as defined in the DPA. Unless specifically agreed otherwise in the Purchase Order, the applicable DPA shall be made available at <https://www.efecte.com/data-processing-addendum>. Efecte will use appropriate technical and organizational measures in the Cloud Services to protect the Customer Material from unauthorized access, processing, loss, or disclosure. The Customer agrees, that Efecte, its Affiliates and its subcontractors will process Customer Material in accordance with applicable data protection laws and this Agreement, including the DPA.

5 GENERAL OBLIGATIONS

5.1 The Customer shall provide Efecte with required information and make necessary decision without delay.

5.2 Both Parties shall be responsible for their own devices, systems, applications, connections and software as well as their functionality. The Customer shall be responsible for the protection of the its data communications and data systems and costs for communications and other comparable costs related to use of the Professional Services and the Software.

6 CONFIDENTIALITY

6.1 A Party ("**Receiving Party**") may receive material and information from another Party ("**Disclosing Party**") in whatever form, under or in connection with the purpose of fulfilling its obligations under the Agreement, which information is marked as confidential or which should be understood to be confidential ("**Confidential Information**").

6.2 The Receiving Party shall keep the Confidential Information as confidential and shall not use, copy, reproduce, store or refer to the Confidential Information for any other purpose than for the purposes of fulfilling its obligations under the Agreement, and shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

6.3 The confidentiality obligations set out herein shall not apply to Confidential Information which:

6.4 is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party;

6.5 was lawfully and rightly known to the Receiving Party prior to disclosure by the Disclosing Party as proven by the written records of the Receiving Party;

6.6 is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party and who was entitled to disclose such information; or

6.7 was independently developed (by personnel having no access to the Information) by the Receiving Party as proven by the written records of the Receiving Party.

6.8 The obligations of confidentiality shall not prevent a Party from disclosing Confidential Information where it is required to do so under any mandatory law, or by order of a court or governmental body of authority of

competent jurisdiction, or by any mandatory requirement of a regulatory authority. If legally possible and applicable, the recipient of such order shall notify the Disclosing Party to allow a reasonable opportunity to seek protective order or equivalent or to appeal, and to extent reasonably possible, make effort to protect any sensitive information.

6.9 The Receiving Party may give access to Confidential Information only to those of its Affiliates, officers, employees, subcontractors or financial, legal or other advisers, who need to know such Confidential Information for fulfilling the Receiving Party's obligations under the Agreement.

6.10 At the request and sole discretion of the Disclosing Party and without delay upon the termination of the Agreement, the Receiving Party shall, within fourteen (14) calendar days from receipt of such request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and hardware provided to the Receiving Party as Confidential Information or, to the extent not possible or the Disclosing Party so requests, certify destruction of the same.

6.11 Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.

6.12 The rights and obligations related to the Confidential Information shall survive the termination or cancellation of the Agreement for a period of three (3) years from such termination or cancellation.

7 INDEMNIFICATION

7.1 Efecte undertakes, at its expense, to defend the Customer against any third party claim or action where a third party claims that the (i) Cloud Services or the use of the Cloud Services in accordance with the terms and conditions of the Agreement, as applicable, infringe upon the Intellectual Property Rights of a third party valid in the European Economic Area (EEA), provided that the Customer (i) notifies Efecte immediately in writing of the claim or action; (ii) grants Efecte the sole exclusive right and control over the defence of the claim or action; (iii) gives Efecte, free of charge, all information, assistance and authorizations necessary to handle the defence of the claim or action; and (iv) does not, without the express prior written consent of Efecte, agree on any settlement

of the claim or action prior to a final judgment thereon by a competent court of law or court of arbitration. If the Customer has acted in accordance with what has been set out in this Section 7.1, Efecte shall pay final damages awarded to such a third party by a competent court of law or court of arbitration or agreed to be paid in settlement by Efecte.

7.2 If Efecte justifiably deems that the Cloud Services infringe or may infringe upon any third party rights, Efecte shall have the right, at its own expense and in its sole discretion, to (i) acquire for the Customer the right to continue the use of the Cloud Services or (ii) replace the Cloud Services or (iii) modify the Cloud Services to the extent necessary to avoid the infringement.

7.3 If none of the alternatives set out in Section 7.2 are available to Efecte on commercially reasonable terms and/or without the significant loss of time, Efecte shall have the right to terminate the Customer's User Licenses and/or the Agreement subject to a notice period defined by Efecte, upon which the Customer agrees to cease using the Cloud Services and agrees to reimburse the Fees paid by the Customer for the terminated User Licenses less a proportion equal to the time of use of the Cloud Services by the Customer.

7.4 The indemnity obligations set out in this Section 7 shall not apply to and Efecte is not liable for any claim, that (i) is based on a claim by any Customer Affiliate; or (ii) is based on the modification or alteration of the Cloud Services or a modification or alteration influencing the Cloud Services by the Customer or any third party; or (iii) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; (iv) arises or results from the use of the Cloud Services in combination with any software, equipment or products not developed or supplied by Efecte or which are contrary to instructions given by Efecte; or (v) could have been avoided by using the latest version of the Cloud Services made available by Efecte to the Customer.

7.5 In relation to the Cloud Services, the Customer agrees to defend Efecte and the Reseller, at its own expense, against any third party claims or actions where a third party claims that the Customer Material or the use of the Customer Material in accordance with the terms and conditions of the Agreement infringes upon a right of a third party. The Customer undertakes to pay any

damages, costs and expenses caused to Efecte and Reseller by any such third party claim as well as any damages awarded to a third party claimant by a competent court of law or court of arbitration due to a reason attributable to the Customer Material.

7.6 This Section 7 sets out the entire liability of Efecte and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.

8 LIMITATION OF LIABILITY

8.1 The total aggregate liability of Efecte under and in relation to the Agreement shall not exceed an amount equal to the fees (excluding VAT) for Professional Services paid by the Customer under the applicable Purchase Order.

8.2 Neither Party shall be liable for any indirect, incidental, consequential, punitive or special losses or damages, or any loss of profit, loss of revenue, loss of business, or the loss, alteration, destruction or corruption of data, costs resulting from recreation of data or loss of goodwill or any other damage that cannot be reasonably foreseen.

8.3 The limitations of liability set out in this Section 8 shall not apply to (i) damages caused by wilful misconduct or gross negligence, (ii) the use of the Deliverables in a way that exceeds the licensing limitations set out in the Purchase Order.

9 TERM AND TERMINATION

9.1 The Agreement shall enter into force on the date it has been duly signed by each Party and shall terminate without separate notice upon the date(s) set out in the Purchase Order or when the agreed Professional Services have been performed. If no termination date has been set out in the Purchase Order, each Party shall have the right to terminate the Agreement by a three (3) months' written notice to the other Party.

9.2 In the event of termination of the Agreement, all Efecte shall, at the choice of the Partner, is to delete or return all applicable Personal Data relating to the Professional Services to the Partner and/or Customer and delete existing copies unless Data Protection Regulation or other applicable laws require storage of the Personal Data.

9.3 If not instructed otherwise in writing by the Partner, Efecte shall have the right to delete and destroy the

Personal Data processed relating to the Professional Services within three (3) months' of the termination of the Agreement. In case the Partner demands that the Personal Data is returned to the Partner and/or Customer or to a third party, the Partner shall pay Efecte for reasonable costs and expenses arising out such return of the Personal Data.

10 FEES AND TERMS OF PAYMENT

10.1 The Fees applicable to the (i) Cloud Services, User Licenses and Support Services and/or (ii) Professional Services, as applicable, are set out in the Purchase Order. Except where expressly otherwise agreed in the Purchase Order for Professional Services, Efecte may charge necessary travel and accommodation costs as well as daily allowances in addition to the agreed Fees.

10.2 All Fees shall be invoiced as set out in the Purchase Order. Unless separately agreed to the contrary in the Purchase Order, any recurring Fees are invoiced annually in advance and Fees for separately agreed services are invoiced monthly in arrears on a time and materials basis.

10.3 Any (i) Cloud Services, User Licenses and Support Services and/or (ii) Professional Services, as applicable, or other software, products, services or deliverables not expressly defined in the Purchase Order as being included in the Fees set out in the Purchase Order shall be charged in accordance with Efecte's standard fees as applicable from time to time.

10.4 Efecte reserves the right to increase the rates applicable to the Cloud and/or Professional Services where this is justified due to the general increase in Efecte's costs and expenses of production (such as but not limited to general increase of labor costs and expenses), or in the case of increase of costs of third party offerings. Efecte shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer may terminate the Agreement subject to thirty (30) days' prior written notice. The termination notice must be delivered to Efecte in writing prior to the effective date of the change.

10.5 All rates and Fees are quoted without value added tax (VAT) or any other applicable sales tax, which shall be added to the rates and Fees in accordance with the then-applicable tax laws and regulations.

10.6 Except where otherwise agreed in the applicable Purchase Order, the terms of payment of each invoice shall be fourteen (14) days net from the date of the invoice.

10.7 Overdue interest on any amounts overdue shall accrue in accordance with the Interest Act (Korkolaki 1982/633, as amended). If the Customer fails to pay any Fees within thirty (30) days from the date such Fees have fallen due, Efecte may in its discretion either suspend the performance of its obligations under the Agreement, or terminate the Agreement with immediate effect and without any liability towards the Customer.

10.8 Unless otherwise expressly agreed in an individual Purchase Order, the following shall apply to the invoicing of different types of Professional Services:

- **Time & Materials:** Project, consulting and other Professional Services excluding fixed-fee and continuing Professional Services as stated below are charged on a time and material basis and invoiced monthly based on Efecte's reports on time spent on the Professional Services;
- **Fixed-fee** based Profesional Services (such as training) are invoiced in full after the signing of the Purchase Order; and
- **Continuous** Professional Services (such as Efecte Care) or other recurring Fees relating to Professional Services are invoiced yearly in advance.

10.9 The Fees for the Professional Services as set out in an applicable Purchase Order are applicable to work performed during Working Days between 8.00 and 18.00. If work is performed outside the aforementioned hours and Working Days, the Fees shall be adjusted upwards in accordance with the table below.

(EET/EEST)	Working Days	Saturdays	Sundays and national holidays
08 – 18	0%	50%	100%
18 – 22	50%	100%	150%
22 – 08	100%	150%	200%

10.10 Efecte shall charge all travel time at a rate of 50% of the applicable Fee and/or base rate for the Professional Services set out in an applicable Purchase Order, if the target destination is located more than 50 km outside the applicable Efecte's office. All other service delivery related costs arising from such travels (e.g. accomodation) are charged in full.

11 OTHER TERMS

11.1 The processing of personal data is at all times subject to the Data Processing Agreement agreed between the Customer and Efecte. The Data Processing Agreement apply to the processing of personal data conducted under this Agreement, unless the Parties specifically otherwise agree in writing.

11.2 Efecte shall be free to use subcontractors in the performance of its obligations and exercise of its rights under the Agreement. Efecte shall be liable for the acts and omissions of its subcontractors under the Agreement as for its own.

11.3 The Customer may not assign or transfer the Agreement or any of its rights or obligations thereunder to any third party without the prior written consent of Efecte.

11.4 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account, and whose consequences it could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or Party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability.

11.5 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

11.6 The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions.

11.7 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be primarily settled by amicable negotiations between the Parties. Should the Parties fail to reach an outcome acceptable to both Parties as a result of the negotiations within sixty (60) days from the date when a Party has requested such negotiations in writing, the dispute, controversy or claim arising out of or relating to this contract, 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 seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English.