

TERMS OF SERVICE

These Terms of Service constitute the valid agreement between the Parties concerning the Cloud Services provided by Efecte to the Customer (the "**Agreement**"). In addition to these Terms of Service, if the Customer has concluded a Purchase Order directly with Efecte, such Purchase Order shall be considered an inseparable part of the Agreement. By in any way using the Cloud Services, 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 ri

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

"**Access Point**" means the connection point(s) used to connect the Cloud Services to the Internet or other information network(s) as agreed between the Parties

"**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;

"**Cloud Services**" mean Efecte's proprietary software and related software products and applications, including any amendments, updates, upgrades, enhancements and new versions thereof or Documentation which is delivered to the Customer via information networks;

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

"**Documentation**" means the Efecte proprietary manuals and other documentation and material for the Cloud Services and Support Services;

"**Efecte**" means Efecte Plc (1509667-4) and its Affiliates, including as applicable the entity identified as Efecte 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;

"**Purchase Order**" means the Purchase Order specifying the Cloud Services and Support Services 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;

"**Service Description(s)**" mean(s) the service description specified in the Purchase Order describing the Cloud Services, the Support Services and any service levels. If no Service Description has been specified in the Purchase Order, the applicable Service Descriptions are made available at www.efecte.com/;

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

"Support Services" mean support services for the Cloud Services provided by Efecte, optionally available if so specified in the Purchase Order, specified in Section 2.9 below.

"Third Party Software" means any software, software products or software services developed by a third party or the Intellectual Property Rights of which belong to a third party, but which are supplied by the Reseller or Efecte in or in connection with the Cloud Services;

"Working Day" means Monday through Friday, excluding public and bank holidays in Finland.

2 PROVISION OF SERVICES

2.1 The Cloud Services and Support Services are described in detail and are made available to the Customer as set out in this Agreement, the Data Processing Addendum, the Purchase Order and the Service Description. The Customer is solely responsible for ensuring that the Cloud Services are fit for the purpose of use intended by the Customer. Efecte is not bound by any changes to this Agreement agreed between the Reseller and the Customer unless otherwise agreed between the Parties.

2.2 The agreed term of the Customer's license to use the Cloud Services, and the Support Services, if applicable, ("**License Period**") and the type and number of licenses to use the Cloud Services, including any limitations to the use of the Cloud Services or Support Services ("**User License**") are specified in the Purchase Order. Customer may not use or otherwise access the Cloud Services in a manner that exceeds Customer's authorized use under the Agreement and the Purchase Order.

2.3 Customer shall pay for the Cloud Services provided hereunder at such prices and upon such terms as have been agreed in the applicable Purchase Order. If the Customer has concluded the Purchase Order with a Reseller, any warranty claim or claim for partial or total refund of fees paid hereunder, or for service credits must be made to the Reseller, not Efecte.

2.4 Efecte shall deliver the Cloud Services to the Access Point to enable the use by the Customer as set out in this Agreement and the Purchase Order.

2.5 The Customer shall be responsible for its devices, systems, applications, connections and software as well as their functionality. The Customer shall be responsible for the protection of the Customer's data communications and data systems and costs for communications and other comparable costs related to the use of the Cloud Services. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the operating environment specifications delivered by Efecte.

2.6 Efecte reserves the right to make changes to the Cloud Services, including this Agreement, at any time. If a change made by Efecte has a material adverse effect on the agreed functionality of the Cloud Services or the agreed service levels, Efecte shall inform the Customer

of such change at least thirty (30) days before the effective date of the change. In such case the Customer shall have the right to terminate the Agreement subject to a thirty (30) days' prior written notice. The termination notice shall be delivered to the Reseller, or if the Purchase Order has been concluded with Efecte, Efecte, in writing no later than fourteen (14) days prior to the effective date of the change.

2.7 Efecte shall always have the right, but shall have no obligation to make changes to the Cloud Services that (i) concern or relate to the production environment of the Cloud Services and do not have a material adverse effect on the agreed contents of the Cloud Services or the agreed service level, (ii) are necessary to prevent any data security risk to the Cloud Services or (iii) result from law or an administrative order. For the avoidance of doubt, the Customer shall not have a right to terminate the Agreement due to changes set out in this Section 2.7.

2.8 The Cloud Services shall be provided in compliance with the service levels set out in the Service Description. A failure to comply with any service level shall not be construed to be a breach of this Agreement.

2.9 Support Services are provided by Efecte only if specifically so agreed in the Purchase Order. The scope of Support Services provided by Efecte is described in detail in the Purchase Order and the Service Description. Efecte reserves the right to make changes to the Support Services at any time. If a change made by Efecte has a material adverse effect on the use of the Cloud and/or Support Services, Efecte shall inform the Customer and the Customer has the rights as set out in Section 2.6 above.

2.10 The Support Services concern the use of the Cloud Services. Efecte does not separately offer Support Services applicable to Third Party Software, integrations or any other software, products or services supplied by third parties. The provisions concerning Support Services in this Agreement are not applicable to any Support Services provided by the Reseller or any other third party.

2.11 Efecte shall have the right to suspend the provision of the Cloud Services for a reasonable period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Cloud Services or if such suspension results from installation,

change or maintenance work in respect of public communication networks. Efecte shall also have the right to suspend the provision of the Cloud Services due to a data security risk to the Cloud Services or if applicable laws or administrative orders require Efecte to do so.

2.12 Efecte shall always have the right to suspend the Cloud Services, if the Customer is in default with its payment of any Fees to Efecte or its Affiliates and does not pay such Fees despite a request to pay within fourteen (14) days from the date of such request. The suspension may be continued until the Customer has paid all Fees due under the Agreement.

2.13 Efecte may suspend the Cloud Services and Support Services if the Customer ceases to conduct its business, is adjudicated in bankruptcy or liquidation or corporate restructuring, is found insolvent in recovery proceedings or if a material default in payment has been registered to the Customer.

2.14 Efecte shall have the right to deny the Customer access to the Cloud Services, if Efecte reasonably suspects that the Customer uses the Cloud Services contrary to the Agreement, applicable laws or administrative orders, or in a manner that unreasonably burdens the Cloud Services or otherwise jeopardises the provision of the Cloud Services to other users. Efecte must in such case first hear the Customer before denying the Customer's access to the Cloud Services. However, Efecte may deny access to the Cloud Services without first hearing the Customer if hearing the Customer would jeopardise the provision of the Cloud Services to Efecte's other customers or if allowing the continuing use would be contrary to applicable laws or administrative orders in accordance with the decision of a competent public authority.

2.15 The Customer shall not without Efecte's prior written consent: a) employ any hardware, software, device or technique to pool connections or reduce the number of users that access or use the Cloud Services (also referred to as "virtualization", "anonymizing", "multiplexing" or "pooling") in order to circumvent any restrictions on scope of authorized use, including but not limited to the number of User Licenses; or b) use any automated system in a manner that sends more requests to the Cloud Services' environment than a single human could reasonably produce in the same period. Automated systems within the meaning of this

section includes but is not limited to "robotic process automation", "robots", "spiders" or readers, that simulate end-user activities and access the Cloud Services using the Cloud Services' end-user interface.

3 GRANT OF USE RIGHTS

3.1 Subject to the terms of the Agreement Efecte grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Cloud Services during the License Period.

3.2 The Customer's right to use the Cloud Services is limited to the Customer's internal business operations and internal business purposes only and is always limited to the number of valid User Licenses. The Customer may not use the Cloud Services for the benefit of any third party or grant any third party access to use the Cloud Services. Notwithstanding the aforementioned, the Customer shall have the right to grant its Affiliates access to Cloud Service subject to the terms and conditions of this Agreement. The Customer shall also have the right to grant third parties access to the Cloud Services solely for the benefit and on the behalf of the Customer where (i) the Cloud Services form a part of a service the Customer is offering to its own customers, or (ii) where third parties (such as agency-hired labour or consultants) are performing work for or behalf of the Customer and they require access to the Cloud Services for such purpose.

3.3 The Customer shall be solely responsible for ensuring that it has at all times the required number of User Licenses to cover all use of the Cloud Services and Support Services by the Customer or any third party accessing the Cloud Services on the behalf of the Customer. The Customer shall be solely responsible for any use of the Cloud Services or Support Services (including any breach of the Agreement) by the Customer or any third party accessing the Cloud Services on the behalf of the Customer.

4 INTELLECTUAL PROPERTY RIGHTS AND CUSTOMER MATERIAL

4.1 All rights, title and interest, including all Intellectual Property Rights in and to the Cloud Services, changes thereto and any results of the Support Services shall belong exclusively to Efecte or its licensors. Except for the express license to use the Cloud Services granted to the Customer under the Agreement, the Customer shall not obtain any rights or interests in and

to the Cloud Services or the Support Services, or any Intellectual Property Rights pertaining thereto.

4.2 All Third Party Software is exclusively supplied, licensed and made available subject to the standard terms and conditions of the respective supplier or developer of the Third Party Software in question (including but not limited to the terms of use, terms of warranty and terms of indemnity). The applicable Third Party Software license terms and conditions are made available under the "Legal Notice" section, or similar, of the Cloud Services user interface or appended to the Purchase Order as an appendix, as the case may be.

4.3 All rights, title and interest, including all Intellectual Property Rights in and to the Customer Materials shall belong exclusively to the Customer or a third party. The Customer grants to Efecte a perpetual, non-exclusive right and license to use the Customer Material for the sole purpose of providing the Cloud Services and the Support Services to the Customer. Furthermore, the Customer grants to Efecte a perpetual, non-exclusive and royalty-free right and license to analyse, use and exploit for the benefit of its services and business, and incorporate into its services, in any manner, any non-personal and/or anonymous data created by or for the Customer, or generated in any other manner, in connection with the Customer's use of the Cloud Services. For the avoidance of doubt, Efecte owns all Intellectual Property Rights to statistical data, services analyses or other content or results that Efecte compiles or creates based on the Customer's use of the Cloud Services.

4.4 The Customer shall be responsible that the Customer Material does not infringe upon any third party rights or applicable laws or regulations. By submitting any data to Efecte or to the Cloud Services the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit the data to Efecte and its subcontractors or to the Cloud Services and have Efecte to process such data for the purposes of the Agreement.

4.5 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 otherwise agreed 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 ensure that only its employees and third parties using the Cloud Services on the Customer's behalf as set out in the Agreement, are able to use the Cloud Services. The Customer shall be solely responsible for ensuring that any such use is in accordance with the Agreement and the licenses granted to the Customer.

5.2 The Customer shall be responsible for ensuring that its employees and third parties using the Cloud Services on the Customer's behalf maintain their user names and passwords diligently and do not disclose them to any third parties. The Customer shall be responsible for all use of the Cloud Services under the Customer's user accounts.

5.3 The Customer undertakes to inform Efecte without delay if any password has been revealed to a third party or if the Customer has a reason to suspect any misuse of a user account.

5.4 Efecte may at any time require the Customer to change any password to ensure data security and other security of the Cloud Services. The Customer shall change any password as required by Efecte promptly upon the written request of Efecte.

6 BACK-UPS

6.1 Efecte takes back-up copies of the Customer Material in accordance with the Service Description and Efecte's standard practices as applicable from time to time.

6.2 In the case of destruction, loss, alteration or damage of any Customer Material, Efecte shall, upon the request of the Customer, use its reasonable efforts to recover such Customer Material. Efecte shall have the right to charge all reasonable costs and expenses arising from any such work, if the destruction, loss,

alteration or damage of the Customer Material arises from or is caused by any act, non-compliance or negligence of the Customer.

7 CONFIDENTIALITY

7.1 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**").

7.2 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.

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

7.4 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;

7.5 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;

7.6 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

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

8 INDEMNIFICATION

8.1 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 8.1, 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.

8.2 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.

8.3 If none of the alternatives set out in Section 8.2 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.

8.4 The indemnity obligations set out in this Section 8 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.

8.5 In relation to the Cloud Services, the Customer agrees to defend Efecte (and, if applicable, 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.

8.6 This Section 8 sets out the entire liability of Efecte and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.

9 LIMITATION OF LIABILITY

9.1 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 Cloud Services paid by the Customer during the six (6) months immediately preceding the event giving rise to liability.

9.2 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.

9.3 The limitations of liability set out in this Section 9 shall not apply to (i) damages caused by wilful misconduct or gross negligence, (ii) liability under Section 8 (Indemnification) or Section 7 (Confidentiality), or (iii) the use of the Cloud Services in a way that exceeds the licensing limitations (including the amount of User Licenses) set out in the Purchase Order.

10 TERM AND TERMINATION

10.1 The Agreement continues to be in force for the duration of the License Period specified in the Purchase Order.

10.2 If the Purchase Order has been concluded between Efecte and the Customer, and if not otherwise agreed in the Purchase Order, the License Period shall commence upon the signing of the Purchase Order and be in force for the initial License Period specified in the Purchase Order. After the initial License Period, the Agreement shall continue to be in force for consecutive twelve (12) month periods each, unless terminated by either Party with a written notice of at least three (3) months prior to the then current 12-month period, in which case the Agreement expires at the end of the then current 12-month period.

10.3 Each Party may terminate the Agreement and any other Agreements between the Parties under which Cloud Services and/or Professional Services are provided with immediate effect upon written notice to the other Party if:

- the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or
- the other Party is in material breach of the terms and conditions of this Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.

10.4 Efecte shall have the right to terminate the Agreement with immediate effect and without any obligation to pay damages or any other liability to the Customer where the Customer has itself used or allowed any third party to use the Cloud Services contrary to the Agreement.

10.5 Upon termination of the Agreement for any reason, the Customer shall immediately cease using the Cloud Services and Support Services. Efecte shall return to the Customer the Customer Material in a generally used electronic format by way of physical media or by way of providing the Customer access to the material online. Efecte shall have the right to charge reasonable costs and expenses arising from the collection and processing of the Customer Material and of returning it to the Customer. Efecte's obligation to store Customer Material shall end when thirty (30) days have passed from the termination of the Agreement. Thereafter, Efecte shall have the right to destroy and erase such Customer Material if the Customer has not requested returning such material. Furthermore, Efecte shall have the right to destroy or store such Customer material to the extent Efecte may be obliged to do so under applicable law or due to an administrative order.

11 FEES AND TERMS OF PAYMENT

11.1 This Section 11 only applies if the Customer has concluded a Purchase Order directly with Efecte regarding the subject matter hereof. If the Cloud Services are purchased from a Reseller and no Purchase Order has been concluded between Efecte and the Customer, this Section 11 shall not apply.

11.2 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.

11.3 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.

11.4 Unless otherwise agreed in the Purchase Order, a sum equal to 100% of the monthly Fees for the first twelve (12) months of the License Period is fully invoiced upon the signature of the Purchase Order (the "License Period Start Date") and a sum equal to 100% of the Fees for each consecutive twelve (12) month period is invoiced on the first date of such consecutive twelve (12) month period.

11.5 All Fees are quoted without value added tax (VAT) or any other applicable sales tax. The terms of payment of each invoice shall be thirty (30) days net from the date of the invoice.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

12 OTHER TERMS

12.1 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.

12.2 Efecte may modify these Terms of Service at any time by notifying the Customer in writing at least 30 days' prior to any new terms taking effect. In such a case the Customer may terminate the Agreement subject to fifteen (15) days' prior written notice. The termination notice must be delivered to Efecte in writing prior to the effective date of the change.

12.3 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.

12.4 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.

12.5 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.

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

12.7 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.