

# GENERAL TERMS AND CONDITIONS FOR LEMONSOFT SOFTWARE

These General Terms and Conditions shall apply to any and all software and services provided by Lemonsoft Oy or a Lemonsoft retailer to the Customer.

If Lemonsoft Oy's general contract terms or agreements do not specify or agree otherwise, IT2018 contract terms will always apply.

## 1. OBJECT OF DELIVERY AND MAINTENANCE SERVICE

The object of the delivery is the Lemonsoft software activated for the users by the Customer. The delivery shall not include open-source software.

Similarly, the object of the Maintenance Service is the Lemonsoft software activated for the users by the Customer.

## 2. NON-PAYMENT

Failure of the Customer to pay a properly substantiated invoice shall constitute a material breach of contract. In addition to, or instead of, cancelling the Agreement, Lemonsoft Oy shall be entitled to prevent any use of the software by technical means and interrupt any services. This if payments in spite of Lemonsoft Oy's payment notice are delayed more than 14 days and no detailed complaint has been submitted in writing within the specified remark time.

## 3. USE AS A REFERENCE

The Supplier shall be entitled to mention the Customer's name in a list of its references, unless this is separately forbidden by the Customer. Any creation of a reference story shall be agreed upon separately accordingly to the Lemonsoft Oy reference program.

## 4. CUSTOMISED SOFTWARE

Customised software shall mean any separate programs, reports or data models created by Lemonsoft Oy, the Customer or a third party.

Software and any customizations are delivered to the extent specified in the delivery contract, separate specification documents or project meetings. Any non-agreed definitions or changes to the software will not be made

The Basic Maintenance Service shall not include customised software. Should a new program version require editing customised software, this shall be charged for separately.

## 5. RELEASE METHOD

Lemonsoft Oy will publish new versions of the program as a seasonal release and as a continuous release. You can choose a release method, except when using LemonOnline from a shared platform, which is always within the scope of a continuous release.

Seasonal release is once a year and includes new features and bug fixes made during the year.

In a continuous release, the new version is published about once a month.

## 6. EXPERT SERVICES

The fees charged by the expert services are always subject to the valid service price list at any given time. Travel, accommodation and expenses are charged according to the service price list.

If the Customer withdraws an agreed expert's day later than 7 days prior to the confirmed date, the Supplier charges 50% of the prices of the service fee valid at any given time.

The minimum charge for daytime rates is ½ days and ½ hours for hourly rates.

## 7. MAINTENANCE SERVICE

The maintenance service includes software development, statutory changes, and software-related support services according to the customer's service category

In the case of software purchased by the customer, the maintenance service is valid if the customer does not separately terminate it in writing and de-activates it. If the maintenance is not valid, the software can not be updated.

SaaS and LemonOnline monthly bills always include the maintenance service.