

# Lemonsoft Oyj, General Terms and Conditions

## 1. General information

These general terms and conditions ("**General Terms**") apply to all software and service deliveries by Lemonsoft Oyj and its group companies (collectively "**Supplier**") and to all assignments of rights of use for software and services ("**Products and Services**") between the Supplier and the company or entity ordering the Products or Services ("**Customer**").

The Supplier and the Customer (collectively "**Parties**", individually "**Party**") may separately agree in writing on exceptions to these General Terms.

## 2. Entering a Contract

A tender, commitment, supply contract or other contract ("**Contract**") concerning the sale of Products or Services is binding on both Parties after the Supplier has confirmed the Contract in writing (e.g. by email or by confirming activation in user management).

If there are any discrepancies between the Customer's order and the Supplier's order acknowledgement, the order acknowledgement always takes precedence. If there are any discrepancies between the Contract and its attachments and these General Terms, the Contract takes precedence. Documents in the Contract take precedence according to the order of precedence defined in the Contract.

## 3. Content of the delivery

The Products and Services to be supplied are defined in the Contract. The delivery does not include any software, licences, support, maintenance, or other services, documentation, or material beyond what is written in the Contract and activated for use at any given time.

## 4. Prices and terms of payment

Unless otherwise stated in the Contract, the prices are determined according to the Supplier's current price list.

The Supplier has the right to review the recurring payments for the Product or Service by notifying the Customer of the change no later than ninety (90) days in advance. If the Customer is not willing to accept the change, the Customer has the right to terminate the Contract concerning the Product and/or Service by notifying the Supplier in writing no later than thirty (30) days before the price change enters into force.

The payment term is fourteen (14) days net.

Unless otherwise stated in the Contract, monthly payments for the Service and leased equipment are invoiced in advance on a quarterly or monthly basis according to the Supplier's policy. Sold equipment will be invoiced immediately after delivery. If the invoicing is based on the Supplier's

hourly reports approved by the Customer, the report is considered approved and the work is considered as eligible for invoicing unless the Customer has submitted a written notice to the Supplier no later than seven (7) days after receipt of the report. The same policy applies to software customisations.

If the payment is late, the Supplier has the right to charge the Customer late payment interest from the invoice's due date onwards, in accordance with the current Interest Act. The Supplier also has the right to suspend the delivery of the Products or Services and to technologically block their use if the Customer neglected its obligations to the Supplier or its group companies. Such neglect includes a payment delay of more than fourteen (14) days, failure to fulfil other obligations under the Contract, or violation of the Products or Services' terms of use.

If the Customer has continued to default on their payments despite the Supplier's written notice for more than thirty (30) days, the Supplier has the right to terminate the Contract in full or in part with immediate effect.

If it is reasonable to assume that the Customer will not fulfil its payment obligation, the Supplier has the right to demand that the Customer provides a bank guarantee or other acceptable security. If the Customer does not provide an acceptable security, the Supplier has the right to terminate the Contract. The Supplier also has the right to use the receivables of its group companies from the Customer for offsetting purposes.

## **5. Delivery terms**

The delivery terms and delivery schedule of the Products and Services are defined in the Contract and its attachments. The delivery time specified in the Contract is only an estimate, and the Supplier is not responsible for any losses, costs or damages that the Customer or other parties may incur if the delivery time differs from the estimate.

If the delivery includes equipment, the Supplier is responsible for the usual shipping costs to the agreed delivery address. When returning equipment in situations such as the end of the Contract, the Customer is responsible for properly delivering the equipment back to the Supplier at the Customer's own expense.

The ownership of sold equipment is transferred to the Customer only once the purchase price has been paid to the Supplier in full. The risk liability is transferred to the Customer at the moment of delivery.

## **6. Changes and suspensions**

The Supplier has the right to make changes to the Product or Service as required by law or government regulations. The Supplier also has the right to make other changes that are necessary to prevent a data security threat, or changes that are justified for other reasons, such as for the purpose of product development. The Customer will be notified of significant changes as early in advance as possible. If a change affects the content of the Product or Service in an essential way, the Customer has the right to terminate the corresponding parts of the Contract by written notice, so that the Contract is terminated on the date on which the changes enter into force.

The Customer has no right to make or commission any changes to the Product or the Service from a third party. The Supplier may make changes to the Product or Service requested by the Customer with a separate order from the Customer.

The Supplier has the right to suspend the use of the Product or Service due to installation, modification or service work done on the public communications network or due to a data security threat targeting the Service. The Service may also be suspended if it is required by law or a government regulation.

## **7. General obligations and responsibilities of the Supplier**

The Supplier is responsible for ensuring that the Products and Services meet all the essential requirements set for them in the Contract and that the Products and Services are delivered and performed with care and professionalism.

However, the Supplier is under no circumstances liable for indirect or consequential damages caused to the Customer or third parties. Such damages include but are not limited to damages caused by a suspension of operations, decrease in revenue, lost profits, disruptions in contractual relations, or contractual penalties paid to third parties.

In addition, the Supplier's total liability under the Contract is always limited to a maximum of twenty (20) per cent of the total VAT-free price of the Product or Service. If the only object of the Contract is a Product or Service that is charged as recurring payments, the Supplier's total maximum liability is limited to an amount that corresponds to the VAT-free amount charged and received from the Customer for the Product or Service in question during the previous six (6) months.

The Customer must take responsibility for creating backup copies and taking care of security for its own data and other material, and the Supplier is not liable for any loss or damage related to the Customer's data or files, nor is the Supplier liable for any related costs or damages. The Supplier is also not liable for the operation or suitability of the Customer's own equipment or systems, nor is the Supplier responsible for the data security of the public communications network or any malfunctions therein.

For any agreements made about a Platform Service defined in the Contract, the Parties' liability for the aforementioned matters is determined according to the specific terms and conditions of the Platform Service. Customers using the Platform Service are not responsible for making backups.

The Supplier commits to keeping all confidential material that the Customer has stored in the software confidential. The Supplier also ensures that the persons processing the Customer's confidential material on behalf of the Supplier comply with the obligation of secrecy.

## **8. General obligations and responsibilities of the Customer**

The Customer must provide the Supplier with all information, rights and materials in the Customer's possession that are necessary for fulfilling the Contract in a timely manner. The Customer is responsible for the information and instructions that it provides and is liable to fully compensate the Supplier for any damages and additional costs that are caused by breach of Contract or other negligence. The Customer is also responsible for the actions of its users and its own material. Furthermore, the Customer is responsible for ensuring that the material does not violate current legislation or the rights of a third party.

If the Supplier incurs additional costs due to incorrect information provided by the Customer or due to other acts or negligence on the Customer's part, the Supplier has the right to charge the Customer for the additional costs incurred, according to the Supplier's price list.

The Customer is responsible for the procurement, condition and data security of the equipment, connections and software required for the use of the Products and Services, as well as for the Customer's own telecommunications costs and other similar costs related to the use of the Products and Services. The Customer is also responsible for bringing its own equipment, connections, software and data processing systems into compliance with the Supplier's current operating environment requirements.

Unless otherwise stated in the Contract, the Customer is responsible for installing software updates and new software versions released by the Supplier for the Customer's operating environment. However, when the Contract concerns a Platform Service, the Supplier is responsible for installing software updates and new software versions.

## **9. Warranty, rectifying errors, and maintenance services**

The warranty period for the Supplier's off-the-shelf software is ninety (90) days from the date of delivery. After the end of the warranty period, the Supplier's liability for errors is limited to the obligations that the Supplier may have on account of maintenance services. Unless otherwise agreed, maintenance services are attached to the Contract's Services.

The Product or Service is considered to have an error if the Product or Service does not meet the definitions that the Supplier has stated in writing and if its essential elements do not function as the Supplier has stated in writing. If the Customer discovers an error in the Product or Service, the Customer must file a written complaint to the Supplier within the warranty period, no later than fourteen (14) days from the discovery of the error.

Upon receipt of the error report, the Supplier shall take steps to correct the error it is responsible for without undue delay. The correction of the error is carried out at the Supplier's expense either by performing the Service again or by correcting, replacing or circumventing the detected error in an appropriate manner, such as with a software update. The error may also be corrected by providing the Customer with written instructions for circumventing the error.

The warranty is valid provided that the Product or Service is used in an operating environment that is in accordance with the Contract. The warranty does not cover errors caused by using the Product or Service in a way that is not in accordance with the Supplier's instructions, errors caused by products other than the Supplier's products, or errors caused by repairs or changes made by someone other than the Supplier. If the Supplier finds that an error claimed by the Customer is not covered by the warranty, the Supplier has the right to charge for the costs incurred in mapping the error and correcting the error, according to the Supplier's price list.

The above warranty covers the Supplier's liability for errors in Products and Services in full. If the Supplier fulfils its warranty obligations, the Customer does not have the right to make other demands of the Supplier.

The maintenance service that the Customer orders from the Supplier includes software use support for the administrator and the release of new software versions. A new software version refers to a

piece of software whose functional features have been expanded, including commonly known bug fixes and statutory changes.

The software use support is included in the maintenance service, and it covers resolving support requests made by the Customer's trained administrator, in accordance with the Service Level Agreement. The maintenance service does not cover advice or training on the introduction of new features or programs, nor does it cover interfaces or third-party programs, integrations or devices.

The Customer must ensure that the persons performing maintenance have access to the Customer's material to the extent that is necessary. The Customer must also provide the Supplier with the necessary information and descriptions of the problems or errors the Customer has detected. Furthermore, the Customer must provide the Supplier with information and descriptions about how the problems or errors occur and how they can be reproduced.

## 10. Special conditions for Platform Services

The Platform Service is automatically included in browser programs delivered as an SaaS service.

The Supplier is responsible for backing up the Customer's material in the software service and for checking the functionality of the backups. The Supplier must make a backup at least once a day and keep a backup history. The backups are kept for the six (6) previous months. With the backups, the material can be rolled back to a desired date for the current month and to the Sunday of a desired week for earlier months. If the rollback is made for reasons attributable to the Customer, charges may be applied to the Service according to the service price list.

With regard to Platform Services, the Supplier has the right to suspend service production to implement software updates on weekdays between 6 p.m. and 8 a.m. The same applies to weekends and public holidays. The Customer will be notified of disruptions to the service as early in advance as possible. The disruptions are typically caused by the installation of a new software version.

## 11. Intellectual property rights and licence terms

All current and future intellectual property rights related to the Products and Services are the Supplier's sole property during and after the Contract, and no part of these rights will be transferred to the Customer. The Supplier only grants the Customer a limited licence to use the Product or Service. Unless otherwise stated in the Contract, the Supplier grants the Customer a non-exclusive, user-specific licence to the piece or pieces of software that are the object of the Contract for the duration of the Contract. Based on the licence, the Customer has the right to use the software only for its internal operations and for the purposes specified in the Contract. The Customer does not have the right to copy or make changes to the software or to transfer the licence. Upon termination of the Contract or licence, the Customer must immediately cease using the Software and, at the Supplier's request, either destroy or return the Software.

All results, software development versions, documents and other material generated within the framework of the Contract are the Supplier's sole property, unless otherwise expressly agreed in the Contract.

The Contract does not transfer any of the Customer's existing intellectual property rights to the Supplier. However, the Customer grants the Supplier the right to use and access the Customer's systems free of charge, insofar as this is necessary for fulfilling the Supplier's obligations under the Contract.

The Supplier is responsible for ensuring that the object of the Contract does not infringe on any third-party intellectual property rights in Finland. However, the Supplier is not liable for claims made or acts of infringement carried out by third parties if they result from implementing instructions or specifications given by the Customer. Furthermore, the Supplier is not liable for claims made or acts of infringement carried out by third parties if they are the result of changes the Customer or a third party has made to the Product or Service, or the result of using the Product or Service together with other products or services that the Supplier has not approved in writing.

The Supplier is obliged to defend the Customer at the Supplier's own expense if the Customer faces claims that the Product or Service infringes on the intellectual property rights of a third party, provided that the Supplier is immediately informed of the claim and that the Customer gives the Supplier the right to speak in the matter. The Customer must also provide the Supplier with all

necessary information free of charge and, upon request, assist the Supplier to the best of the Customer's ability. The Customer does not have the right to agree on compensation with the third party that made the claim without the Supplier's prior written consent.

If it is confirmed that the Product or Service infringes on the intellectual property rights of a third party in the manner described above, the Supplier may choose to either (i) acquire the rights to use the Product or Service for the Customer, (ii) replace the Product or Service with another equivalent Product or Service, or (iii) modify the Product or Service in a manner that removes the infringement. If none of the above options are possible for the Supplier at a reasonable price and on reasonable terms, the Supplier must, as the sole consequence, compensate the Customer for the price that was paid for the object of the Contract within the limits outlined in Section 7 above. In this case, the Customer must, in turn, immediately cease using the Product or Service for the parts that violate the rights of the third party.

## 12. Recruitment

## restriction

The Parties commit not to employ a person employed by the other Party until six (6) months have elapsed since the expert service in question was performed or since the person's employment relationship was terminated, depending on which period elapses earlier.

If a Party violates the recruitment restriction, the Party is obliged to pay the other Party an amount equal to six (6) months of the gross salary of the person concerned. However, the recruitment restriction does not apply if the person concerned has ended their employment relationship for reasons attributable to the employer or if the person is employed based on their own initiative by the person replying to an open job listing.

## 13. Force majeure

The Supplier is not liable for delays or damages in the case of force majeure that is not dependent on the Supplier and that the Supplier (or its subcontractor) cannot reasonably avoid or overcome. Cases of force majeure include but are not limited to war, natural disasters, government actions, epidemics, fire or other accidents, suspension of public transport, telecommunications or electricity distribution, import or export bans, travel bans or restrictions imposed by public authorities, and strikes or lockouts and other comparable industrial actions.

## 14. Validity of the Contract

Unless the Parties agree otherwise in writing, the following terms and conditions apply to the termination of the Contract:

A Contract signed for a fixed term ends automatically and without notice after the fixed term expires.

A Contract that is valid indefinitely may be terminated by the Customer with three (3) months' notice and by the Supplier with three (3) months' notice. The period of notice is calculated from the last day of the month that is currently in progress at the time of termination. Termination must always be carried out in writing.

In addition, the Supplier has the right to terminate the Contract with immediate effect if the Customer has committed an essential breach of contract and has not rectified its breach within fourteen (14) days after receiving the Supplier's written request.

Upon termination of the Contract, the Customer has the right to require the Supplier to return the Customer's material (database) in the Supplier's possession within thirty (30) days. The working time related to returning the material is charged according to the Supplier's price list. If the Customer does not request the return of its material in writing, the Supplier is obliged to keep the material for sixty (60) days, starting from the termination of the Contract, after which the Supplier has the right to destroy the material.

#### **15. Other terms and conditions**

Amendments to the Contract are only possible if the Parties jointly agree in writing. As an exception to the above statement, however, the Customer has the unilateral right to make changes in user management to change the Product or Service's number of users and used modules to the extent that the software allows usage rights to be changed.

The Supplier has the right, in whole or in part, to transfer the Contract and the receivables based on it to a third party. The Customer has the right to transfer the Contract to a third party only with the Supplier's written consent.

The Supplier has the right to use subcontractors, whose activities it is responsible for as its own.

The Supplier has the right to use the Customer as a reference, unless the Customer notifies the Supplier otherwise.

To the extent that the Supplier processes personal data on behalf of the Customer, the Supplier's current general terms and conditions concerning data protection and the processing of personal data apply.

#### **16. Applicable legislation and disputes**

The legislation of Finland is applied to these General Terms and the Contract between the Parties, with the exception of provisions on choice of law.

Possible disputes that cannot be settled amicably by mutual negotiation are settled by arbitration according to the Arbitration Rules of the Finnish Chamber of Commerce in Vaasa. However, the Supplier always has the right alternatively to submit a claim concerning its monetary receivables to the District Court of the Supplier's hometown.