

GENERAL TERMS AND CONDITIONS

1 SCOPE OF APPLICATION

These general terms and conditions (**'General Terms and Conditions'**) apply starting from 25 May 2018 to all SaaS (Software as a Service) services provided by NextUp Oy (**'NextUp'**) and to related Orders, unless otherwise agreed in writing between NextUp and the Customer.

2 DEFINITIONS

- 'Service Period'** The period during which the Services are available to the Customer.
- 'End Users'** The end users of the Customer who use the Services.
- 'Services'** The SaaS services provided by NextUp to the Customer as specified in the Order.
- 'Service Accessibility'** As a rule, the Services are accessible 24/7 during the agreed Service Period, unless otherwise agreed in the Order (excluding any scheduled maintenance breaks and other similar situations specified in these General Terms and Conditions).
- 'Service Environment'** The internal data systems and data connections NextUp uses to provide the Services.
- 'Content'** The entirety of information transmitted via the Services independent of the subject matter or the data format.
- 'Order'** The contract under which the Customer orders the Services from NextUp.

3 SERVICES

3.1 Conclusion of contract

- (1) NextUp offers its Services to the Customer by submitting a service offer or a project plan to the Customer.
- (2) The Customer accepts the service offer or project plan by submitting a written or electronic order confirmation to NextUp. A Customer response that includes any additions, amendments, restrictions or other deviations compared to NextUp's service offer or project plan, will not be binding to NextUp.
- (3) The Parties may also draw up a separate written agreement on the Services. If there is no separate agreement, NextUp's service offer or project plan and the Customer's order confirmation form a binding Order between the Parties.
- (4) Unless otherwise stated in NextUp's project plan or service offer, the plan or offer is valid for 30 days from the date of the plan or offer.

3.2 Service implementation

- (1) NextUp provides the Services in accordance with the Order and valid service and interface descriptions.

(2) NextUp has the right to produce the Services as it sees fit using procedures, technologies and processes of its own choosing. NextUp also has the right to use subcontractors in the provision of the Services.

3.3 Changes to the Services

(1) NextUp has the right to make changes to Service technologies, as well as to the use of the Services, provided that this will not materially affect the content of the Customer's Order. NextUp has the right to replace a system used in the provision of the Services with a later version or another system, provided that the new version or system fulfils the requirements set out for the system in the Agreement.

(2) NextUp will notify the Customer in advance of any changes implemented to the Services during the validity of the Order. If a change affects the overall functionality of the Services, NextUp and the Customer will agree on amending the Order correspondingly.

(3) NextUp also has the right to make changes to the Services pursuant to a legislative amendment or a decision by a competent authority, or for another special reason if the circumstances materially change. The Customer is responsible for implementing such changes, at its own cost and expense, insofar as the change concerns the Customer's hardware, software or systems.

(4) NextUp aims to notify the Customer of any changes affecting the Customer's Services within a reasonable time in advance. NextUp also strives to take the necessary measures to minimise the harmful impacts arising to the Customer from potential Service interruptions resulting from changes. NextUp is not liable for any damages caused by the measures referred to above.

(5) Service changes proposed by the Customer are negotiated separately on a case-by-case basis. Such changes provide NextUp with grounds to change the Order content, delivery schedule and pricing to reflect the changes made to the Services.

3.4 Service availability

NextUp may use the mobile networks of several operators, as well as several communications partners for the provision of the Services. NextUp's liability for the Services and operation thereof is limited to the functionalities related to sending and receiving messages in NextUp's internal data systems; NextUp cannot guarantee an uninterrupted Service availability throughout the targeted coverage area or otherwise continuous availability of the Services. NextUp is not liable for any restrictions applied to the use of the Services from abroad.

3.5 Service errors

(1) A Service is considered to contain an error when the Service deviates from the Order or from the characteristics of the Service specified in the service or interface description and when this deviation materially impedes the use of the Service.

(2) A disturbance in the Service data communications is not considered an error in the Service, unless it results from a Service component or circumstances within scope of the influence of NextUp. Furthermore, a Service is also not considered to contain an error, if it results from an omission or negligence of the Customer.

(3) NextUp commits to rectifying any errors or deficiencies detected internally or reported by the Customer within a reasonable period of time, considering the significance of the error or deficiency to the functioning of the Service.

3.6 Content

(1) The Customer is responsible for any Content that it stores in the Service or that spreads to other data networks. In addition, the Customer is responsible for the related intellectual property rights, obtaining all the required authorisations and paying the related costs, as well as for ensuring the lawfulness of such Content and for dealing with any sanctions or claims resulting from Content violations. The Customer is also responsible for reporting and making payments concerning materials which require separate reporting or payments to a copyright management organisation, for example.

(2) The Customer is specifically responsible for ensuring that the Content submitted by the Customer or via the Services (including any email spam) does not cause any harm to End Users or any damage to NextUp or third parties or violate good practice or any legal or regulatory requirements.

(3) If a competent authority or a third party is able to demonstrate that such Content has been transmitted to End Users or to NextUp or third-party servers, NextUp has the right to remove any infringing Content without consulting the Customer and/or to prevent the use of such Content and/or to block the Customer's access to the Services.

(4) NextUp is not liable for the lawfulness, correctness, reliability, availability, or any other characteristics concerning the Content. Furthermore, NextUp is not liable for damages resulting from delays, changes in, or loss of any Content transmitted via the Services.

(5) NextUp has the right to monitor the communications transmitted via its Service Environment to ensure the proper functioning and development of the Services, as well as to detect any irregularities; however, only to the extent allowed in law or in any cooperation agreements between NextUp and its operators or other business partners. In addition, NextUp has the right to process both the Content and message ID and location data for the purposes of the provision, use and technical development of the Services, as well as for the purposes of invoicing.

3.7 Service Environment

(1) NextUp provides the Services as a comprehensive service and is responsible for the procurement and maintenance of the Service Environment in cooperation with its potential business partners.

(2) As a rule, NextUp carries out maintenance work on the Service Environment on Tuesdays after 10 pm.

(3) NextUp has the right to make changes to the Service Environment. Such changes must be implemented so that they do not affect the Service continuity or availability. However, NextUp does not guarantee the uninterrupted availability of the Services.

3.8 End Users

(1) The Customer is liable towards its End Users for the functioning of the Services. The Customer is also responsible for ensuring that its End Users respect any conditions of use applied to the Services and that the End Users are aware of potential restrictions of use concerning the Services.

(2) The Customer is responsible for carrying out any marketing communications targeted at End Users in accordance with the Order and applicable laws, decrees, regulatory requirements and good practices.

(3) The Services may only be offered to End Users in compliance with the Order and applicable laws, decrees, regulatory requirements and good practices. The Services may not be used in a way that is harmful, infringing or damaging from the perspective of NextUp, other NextUp's customers, End Users or third parties.

(4) The Customer is responsible for all products and services it offers through the Services, as well as for the related contents, obligations and liabilities. Claims of End Users regarding the Customer's products or services do not deprive NextUp of the right to charge the Customer for the Services.

3.9 Customer systems

(1) The Customer is responsible for any hardware, software, data connections and related services required for the use and utilisation of the Services but not covered by the Order or the Services. NextUp is not liable for any deficiencies in the Services resulting from hardware or software environments or disturbances in data connections under the responsibility of the Customer, or for any incompatibilities between these and the Services.

(2) The Customer's hardware and software must be approved by the competent authorities, and they may not disturb or interrupt NextUp's operations or data connections. The Customer is liable for any damage it causes to NextUp's data network or hardware or software used in the provision of the Services.

(3) The Customer connects its data systems and data networks, or parts thereof, to the Services and uses the Services under its own responsibility.

(4) The Customer commits to notifying NextUp immediately of any changes to its systems that may have an impact on the Services or provision thereof. NextUp has the right to charge on an hourly basis, and in accordance with its valid price list, for any additional work required by such changes and to ensure the availability of the Services.

3.10 Technical support

The primary contact channel to NextUp's technical support is the email address specified in the Order. Unless otherwise agreed in the Order, technical support is available during the regular business hours of NextUp.

3.11 Service delivery time

(1) The Customer accepts the estimated delivery time by submitting the Order.

(2) NextUp aims to deliver each Service available for use by the Customer during the Service Period starting from the estimated delivery time specified in the Order. Delivery by the estimated delivery time requires that the Customer has submitted all the required service specifications in connection with the Order.

(3) NextUp has the right to change the estimated delivery time if the service specifications required for the provision of the Service are delayed or if the delivery is otherwise delayed for reasons

attributable to the Customer. NextUp confirms the final delivery time once the Customer has submitted all the required service specifications. In the event of a material delay by the Customer, NextUp has the right to cancel the Order.

3.12 Service pricing and invoicing

- (1) The pricing and potential alternative pricing models, as well as the possibilities of the Customer to affect or change the pricing model applied, are specified in the Order.
- (2) NextUp has the right to adjust the prices and potential alternative pricing models and to amend the related terms and conditions by notifying the Customer of the matter at least sixty (60) days before the entry into force of such changes. In such cases, the Customer has the right to terminate the Order effective on the date of entry into force of the price change by submitting a written letter of termination at least thirty (30) days before the entry into force of the change.
- (3) The Service licence fees are charged on a monthly basis in advance and the data communications costs are charged on a monthly basis in arrears. Invoicing concerning other potential services is separately agreed between the Parties.
- (4) The Customer must submit any comments regarding invoicing within seven (7) days of the invoice date. NextUp's preferred invoicing method is e-invoicing. If the Customer uses an electronic purchase invoice system, the relevant details must be indicated in the Order.
- (5) The term of payment is fourteen (14) days of the invoice date. The interest for late payments will be charged in accordance with the Interest Act.
- (6) The Customer's right to submit a complaint concerning the Services lapses after thirty (30) days of the invoice date. All complaints must be submitted in writing.

3.13 The Customer's liability for materials submitted to NextUp and the obligation to collaborate

- (1) The Customer commits to provide NextUp with sufficient information for the provision of the Services, as well as to otherwise contribute to the maintenance of the Services. The Customer is responsible for any information and materials it provides to NextUp, as well as for their correctness and for ensuring that they do not infringe any rights of third parties or are not subject to any use or other restrictions. The Customer commits to compensating NextUp for any costs and expenses incurred to NextUp, as well as for any damages payable by NextUp because materials submitted by the Customer infringe the intellectual property rights of a third party. The Customer is also liable for any errors in the information and materials it provides to NextUp.
- (2) All user IDs and passwords concerning the Services must be stored in an appropriate and careful manner. They must not be accessible by unauthorised third parties. The Customer is responsible for any user IDs and passwords it receives from NextUp and issues to third parties in the same manner as for its own IDs and passwords. The Customer must immediately notify NextUp of any detected misuses of user IDs or passwords.

4 RIGHTS REGARDING THE SERVICES

- (1) No rights of ownership or intellectual property rights concerning the Services or related software or other materials will be transferred from NextUp to the Customer.

(2) NextUp retains full ownership of all written or visual materials it produces, provided that these do not concern materials provided to NextUp by the Customer. NextUp retains, free of charge, an unlimited right to any written or visual materials produced on the basis of the materials provided to it by the Customer.

(3) The Customer does not have any exclusive rights to the Services provided by NextUp.

(4) The Customer does not have the right to disclose or otherwise transfer Service use rights, either in full or in part, to a third party or to lease them out. The Customer does not have the right to alter or copy the Services or any related materials.

(5) NextUp has the right to immediately cancel any Service use rights issued to the Customer, and to block the use thereof, if the Customer uses the rights contrary to the Order, law, regulatory requirements or good practice. NextUp has the right to receive compensations for costs incurred to it from such a cancellation, blocking or investigation.

(6) No rights to Customer or End User data transmitted via the Services are transferred from the Customer or End User to NextUp. However, NextUp has the right to use such data to implement the Services in accordance with the Order and these General Terms and Conditions.

5 PERSONAL DATA

(1) For the purposes of the provision of the Services, NextUp may process the personal data of the Customer (i.e. the data controller) that concerns the Customer's employees, managers and corporate/organisational and private consumer customers, as well as third parties that have a business or marketing relationship with the Customer.

(2) The Customer is responsible for ensuring compliance with the provisions applied to the protection of privacy and direct marketing. The Customer is responsible for ensuring that there are lawful grounds for the processing of personal data, as well as for obtaining for NextUp all the authorisations and consents, drawing up all the data file descriptions and carrying out all the measures required for the processing of the above-mentioned personal data.

(3) The Customer and NextUp commit to carrying out the processing of personal data in connection with the Services in accordance with the provisions concerning data protection and processing of personal data set out in Appendix 1-a to these General Terms and Conditions. In case of any conflict between the General Terms and Conditions and the provisions set out in Appendix 1-a, the provisions of Appendix 1-a will have precedence.

(4) Compliance with the obligations set out in Appendix 1-a by NextUp is included in the Service price, unless otherwise agreed between the Parties.

6 LIMITATION OF LIABILITY

(1) Any liability of NextUp arising pursuant to these General Terms and Conditions or any appendices thereto are subject to the limitation of liability specified below in this section 6.

(2) NextUp is not liable for any Service errors, delays, interruptions or other similar damages caused by the Customer or a third party, or for any damages, errors, delays or similar issues resulting from failures or disturbances in data systems or data communications, technical faults, viruses or other

types of malware, data breaches, or from erroneous content or disruptions in third-party services accessible via the Services, or from any other circumstances beyond the influence of NextUp.

(3) NextUp's liability towards the Customer, End Users or third parties for any costs, claims, damages or price reductions related to the Services is limited at most to the amount of the payments made by the Customer for the Services, in accordance with the relevant Order, over the period of two (2) months preceding the action or neglect from which the liability arises.

(4) NextUp is not in any circumstances liable for any indirect damages, costs or losses incurred to the Customer.

(5) The limitation of liability specified above does not apply to damages resulting from intentional or grossly negligent behaviour, or to damages arising from the infringement of intellectual property rights of third parties.

7 CONFIDENTIALITY

(1) The Parties commit to keep secret any confidential materials and information they receive from each other, as well as to use these only for purposes in accordance with the Order.

(2) Each Party is responsible for ensuring that all applicable confidentiality and data protection provisions and regulatory requirements are observed. The Parties have the right to disclose confidential information to their employees only to the extent necessary to fulfil the purpose of the Order and provided that the Party disclosing the information ensures that its employees are aware of the non-disclosure obligation specified in this section and commit to complying with it.

(3) However, the non-disclosure obligation set out in this section 7 does not apply to materials or information if the receiving Party can reliably establish that

- (i) it has already been aware of the information, without having to breach the non-disclosure obligation, at the time the disclosing Party initially disclosed the information;
- (ii) the information had already been publicly available before concluding the Order or that it has become publicly available after concluding the Order due to a reason other than a breach of contract by the receiving Party;
- (iii) the information was disclosed to the receiving Party by a third party with a lawful right to disclose the information; or
- (iv) the information was independently derived by the receiving Party without utilising any materials or information submitted to it by the other Party.

(4) Upon the expiry of the Order, the Parties are obligated to stop using the confidential materials and information provided to them by the other Party and to return these materials to the other Party, unless the Parties separately agree on the disposal of such materials. However, both Parties have the right to retain copies of the materials if this is necessary pursuant to law or regulatory requirements. In addition, NextUp has the right to retain regular backup files of the Content.

(5) Notwithstanding the non-disclosure obligation, NextUp has the right to utilise for its benefit the expertise and experience it gains in connection with the provision of the Services.

(6) The obligations in accordance with this section 7 will remain in force after the expiry of the Order.

8 VALIDITY AND TERMINATION

- (1) Each Party has the right to terminate the Order with a period of notice of ninety (90) days by notifying the other Party of the matter in writing.
- (2) Each Party has the right to terminate the Order effective immediately if
 - (i) the other Party is placed in bankruptcy or liquidation or has otherwise been declared insolvent; or
 - (ii) the other Party has been found guilty of a material breach of contract and has failed to rectify the breach immediately or no later than within ten (10) days after having been notified of the violation by the infringed Party.

9 OTHER TERMS AND CONDITIONS

9.1 Amendments

- (1) The Customer has the right to change the Order (including the Service pricing model) within the limits allowed by the potential electronic interface intended for the management of the Services. Other changes to the Order must be made in writing and must be signed by the contact persons for contractual matters appointed by each Party in the Order, or by other separately mandated persons. The procedure applied to amending the service description is agreed in section 3.3.
- (2) The contact persons for technical matters appointed in the Order have the right to agree on changes to the service specifications and to update the service specification document appended to the Order.

9.2 Right of transfer

The Customer does not have the right to transfer the Order or any of its obligations thereunder to a third party without the advance written consent of NextUp. NextUp has the right to transfer the Order to a third party.

9.3 Interpretation

In the event of any conflicts between the Order and these General Terms and Conditions, the provisions of the Order will have precedence.

9.4 Right to use as a reference

NextUp has the right to use the Customer as a reference when marketing the Services.

9.5 Notifications

- (1) All notifications and notices concerning the Order must be submitted via email or otherwise in writing. A notification or notice is considered to have been received on the business day following the date of dispatch.
- (2) If the contact details of a contact person indicated in the Order change, the relevant Party is obligated to notify the other Party of the matter and both Parties must update the changes in their own data systems.

9.6 Force majeure

(1) Neither Party is held responsible for any delays or damages if they are due to an impediment beyond the Party's control and if the Party could not be expected to have taken the impediment into account at the time of the conclusion of the contract, or to have avoided or overcome the consequences of the impediment ('force majeure').

(2) Force majeure covers, for example, general strikes and other strikes, lockouts and other labour disputes, interruptions in energy supply, transport or data communications, natural disasters, exceptional weather conditions, fires, water damages, and government constraints or legal limitations.

(3) Where a NextUp subcontractor faces a force majeure event, this will also exempt NextUp from its obligations, provided that NextUp is not able to replace the subcontractor with a new one without unreasonable costs or a serious waste of time.

(4) Each Party is responsible for notifying the other Party of any force majeure event or expiry thereof.

9.7 Governing law and settlement of disputes

The Order is governed by Finnish law. Any disputes should primarily be settled through negotiations. Where the Parties fail to reach an agreement through negotiations, the dispute will be referred to the Helsinki District Court for settlement.

10 APPENDICES

APPENDIX 1-a — Data protection and processing of personal data