

GENERAL TERMS AND CONDITIONS FOR VISUON SAAS SERVICE

1 Application and other contractual terms

These SaaS General Terms and Conditions are applied to Software as a Service (hereinafter "Service") provided by Visumo Oy (hereinafter "Visuon") to its Customers over data network.

In these SaaS General Terms and Conditions Customer shall have the meaning of a legal entity as well as a natural person, which subscribes the Service. The Customer must be legally competent and an adult.

By using or accessing the Service, the Customer agrees to be bound by these SaaS General Terms and Conditions.

The content of the Service is determined in the service description and the prices for functionalities of the Service subject to a fee are determined in Visuon's price list. Visuon and the Customer may conclude a separate service agreement concerning the use of the Service.

If the Service or Software contains any software or software components manufactured or provided by third parties, the Customer agrees to accept and comply with such license and service terms of such third parties in addition to these SaaS General Terms and Conditions. Unless otherwise agreed in writing, the terms and conditions primarily applied to open source software and standard software are the respective terms and conditions concerning such software.

2 Service and Use of the Service

Visuon shall provide the Service through network. The software is installed in a server operated by Visumo Oy, its subcontractor or a third party (e.g. licensee or client). The Service is used via Internet or other data connection.

Visuon shall have the right to provide the Service in a way it sees most suitable as well as to use licensors and subcontractors for the provision of the Service. Visuon shall have the right to change and amend working practices, equipment, data connections, software used for the provision of the Service as well as other system parts of, or related to, the Service and to change its licensors and subcontractors.

Visuon grants to Customer a right of use to the Service or software in accordance with these SaaS General Terms and Conditions for the duration of

the agreement. Right of use is not exclusive or transferable.

In order to use and access the Service, the Customer must give adequate and verifiable information to Visuon when registering to the Service. The Customer is liable for accuracy of the information provided to Visuon. The Customer is liable for any use of the Service occurring under its access rights.

The Service does not include data connections or capacity, or other equipment, software or security or protection systems (hereinafter "prerequisites for using the Service"), which the Customer shall separately acquire in its own expense. The Customer is responsible for such prerequisites for using the Service, including configurations and settings, and effects thereof to the Service.

Use of the Service may require installation of interface or software to the Customer's equipment. Such interface or software enables use of the Services on the Customer's equipment.

The Customer may use the Service for its own personal use or for business use. The Customer shall not have the right to resell or distribute the Service, or to use it part-time with others or as a basis of service center.

The Customer must comply with all applicable laws and regulations when using the Service.

The Customer is responsible for any and all direct and indirect expenses that may result from the use of the Service.

Use of the Service occurs on the Customer's risk and liability. Visuon is not responsible for any information, material, products or other services provided by third parties through the Service.

The Customer explicitly commits not to transfer any trade secrets or sensitive personal data to the Service. Visuon is not liable if the Customer breaches this obligation.

The service, software and right of use to software are provided on an "as is" basis. Use of the Service is intended to be provided 24/7, excluding temporary service breaks, which may result from maintenance, update or correction activities or activities performed in order to ensure or restore availability, performance, recoverability, information security or management of the Service or from other similar breaks. Visuon shall have no liability for such breaks. Visuon shall inform the Customer of such breaks if it is reasonably possible.

Visuon does not warrant that:

- a) the Service fulfills the Customer's demand and needs;
- b) the Service is uninterrupted, timely, free from defects or malicious software;
- c) the Service does not infringe any rights; and
- d) the Service may be used in so-called high risk activities, which contain the risk of death, personal injury or damage to property or environment, and Visuon assumes no liability for the use of the Service in such high risk activities.

3 Versions and Changes to the Service

Visuon shall have the right to add, amend and remove functionalities of the Service as well as to amend free functionalities of the Service to be subject to a fee or to cease maintenance of the Service partly or in full.

Visuon aims to notify, when it is reasonably possible, the Customer of any substantial changes and breaks to the Service beforehand through the Service or by other suitable manner.

4 Misuse of the Service

The Customer must use the Service in a way that does not cause interference to the Service or to other users. The Customer is liable for content and material delivered to other users and third parties through the Service as well as for content and material delivered to servers operated by Visuon or a third party. The Customer is also liable for ensuring that the equipment and contents and material the Customer is responsible for and delivered by the Customer through the Service do not cause interference to the Service and its availability, communication network, or infringe legislation or authoritative orders and recommendations and intellectual property rights of third parties.

The Customer shall not (i) sell, resell or lease the Service, unless explicitly otherwise agreed with Visuon; (ii) use the Service in order to store or transfer infringing or criminal content; (iii) cause interference or detriment to the Service; (iv) try to obtain unauthorized access to the service or related systems or networks; (v) reverse engineer the Service and its API; or (vi) use the Service or use its API in order to develop a competing product or service, and not copy any feature, functionality, graphics or design of the Service for competing purposes.

If Visuon, governmental authority or a third party claims that such content and material have been delivered to other users or servers operated by

Visuon or a third party through the Service, then Visuon shall have the right to delete such infringing content or material and prevent use of the Service by available means. The Customer is responsible for loss, alteration or delay of contents and material transmitted by abusing the Service, as well as for claims and disputes and possible damages caused by such content and material.

5 Suspension of the Service

Visuon shall have the right to suspend the provision or use of the Service partly or in full for the following reasons:

- Suspension is necessary for repair, update or maintenance of the Service or part thereof or to otherwise ensure usability or functioning of the Service. Visuon shall inform the Customer of such suspension beforehand if it is reasonably possible;
- Use of the Service or prerequisites for using the Service, for which the Customer is responsible for, have caused or is causing interference or disruption to the Service or other users of the Service;
- Default of payment obligation based on the agreement despite demand for payment;
- Visuon has a legitimate reason to suspect that the Service has been used for lawful or unethical activities;
- The Customer is subject to liquidation or bankruptcy proceedings or otherwise declared insolvent; or
- The Customer does not comply with these SaaS General Terms and Conditions.

6 Payments

By default, use of the Service is free of charge. However, the Customer may purchase certain functionalities of the Service which are subject to a fee.

The Customer shall pay to Visuon for such functionalities of the Service and use thereof in accordance with Visuon's then valid price list. Prices are exclusive of Value Added Tax (VAT 0 %) and then valid VAT shall be added to the prices upon invoicing. The Customer is obliged to pay the VAT and other possible fees under public law.

Visuon shall invoice the Customer for functionalities of the Service subject to a fee electronically by issuing a notification thereof to an e-mail address given by the Customer. The Customer can pay the invoice by using a netbank.

Visuon shall invoice the charges in accordance with invoicing periods determined by Visuon. Payment term is 14 days net from the date of the in-

voice. Interest on delayed payments is in accordance with the Finnish Interest Act. Claims concerning invoice shall be made and undisputed amounts shall be paid on the due date of the invoice at the latest. A demand for late payment shall be charged in accordance with the price list.

The Customer shall be liable for payments even if the Service is or has been used by others than the Customer itself.

7 Data Security and Data Protection

Visuon shall process the Customer's personal data in accordance with the applicable data protection and other legislation, personal data file description and privacy policy.

The Customer is fully responsible for complying with its respective obligations and responsibilities under the applicable data protection and other legislation.

Visuon assumes no responsibility for information security of public internet network or possible interference contained therein or other detrimental factors to the Service outside the scope of Visuon's control or possible damages caused by them.

Visuon shall have the right to take action to prevent personal data breach and to remove interference related to data security. These actions include, without limitation, prevention of transfer and receipt of messages or removing malicious software that endanger data security from messages. Visuon shall scale such actions based on the severity of such interference and shall cease such actions immediately after grounds from them have ceased.

The Customer commits to take care of and is responsible for adequate protection of its data networks, equipment, software, as well as other prerequisites for using the Service. This includes, inter alia, the obligation to use and maintain adequate virus prevention programs and other protective measures.

8 Intellectual Property Rights

Visuon (or a third party with whom Visuon has concluded required license and right of use agreements and other agreements which entitle the provision of the Service and products) owns intellectual property rights to the Service and related software, material, and to work related to performance of the Service and to material developed based on such work. Intellectual property rights shall not be transferred to the Customer for any part whatsoever.

The Customer shall have right of use to the Service and related documents and material for the duration of the agreement to the extent it is necessary for exploitation of the Service in its internal activities in accordance with the agreement.

The Customer is liable that use of software or other material delivered by it to Visuon for the provision of the Service does not infringe intellectual property rights of third parties. The Customer is obliged to obtain any necessary rights and to compensate Visuon any damages caused by infringement of intellectual property rights.

The Customer shall not remove, amend or cover copyright, trademark, and other intellectual property rights notices contained in the Service.

9 Access Rights

Visuon shall deliver access rights, passwords and other possible technical addresses and access rights to the Customer for use of the Service for the duration of the agreement and only for the agreed purpose of use. The Customer shall have no ownership right to access rights and after the expiration of the agreement also the Customer's right of use to the access rights shall expire, unless otherwise agreed or provided in mandatory legislation.

Visuon shall have the right to make amendments to the access rights if required or necessitated by orders of governmental authorities or by service or technical reasons. Visuon shall inform the Customer of such changes in a reasonable time before such change.

Visuon shall deliver the access rights to the Customer by e-mail to address indicated by the Customer. The Customer is responsible to inform Visuon immediately of any changes to its contact information.

The Customer must store the access rights, passwords and similar information carefully and in a manner that they are not exposed to third parties. The Customer shall inform Visuon without any delay if the access rights have been exposed or allegedly exposed to third parties, or if the Services has been used otherwise without authorization. The Customer is liable for any use of the Service occurring under its access rights.

10 Force Majeure

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party

could not have reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, new legislation or order by a governmental authority obligating a party, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.

A force majeure event suffered by subcontractor, supplier or licensor of Visuon shall also be considered a force majeure event suffered by Visuon.

Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

11 Liability for Damages and Limitation of Liability

Visuon shall not be liable for any direct or indirect damages suffered by the Customer which have been caused by use of the Service or which relate to the use thereof.

Neither shall Visuon be liable for the destruction, loss, alteration or delay of the Customer's information and data files, or for any damages and expenses incurred as a result, including expenses involved in the reconstitution of information and data files. Visuon shall not be liable for back-up copying information and files of the Customer.

Neither shall Visuon be liable for, and it shall not have obligation to compensate for, inter alia, expenses, costs, and damages caused by the following reasons and events for which the Customer is liable for and which are outside Visuon's control:

- prerequisites for using the Service which are in responsibility of the Customer, such as data connections and capacity, equipment, software and data security;
- content and material produced by the Customer or a third party which the Customer has stored in the Service or by using the Service;
- unauthorized use of the Service or software or attempt thereof;
- costs, charges and expenses defined in right of use, license, or service terms and conditions of services and software manufactured or produced by third parties; or
- data security of public internet network or other interference or interruption to data

connection network outside control of Visuon.

The Customer is responsible for any unauthorized installation, use, copying, reproduction, or sharing of the Service, software or parts thereof and is liable for possible costs, expenses and damages incurred to Visuon as a result thereof.

The limitation of liability stated in this section 11 shall not be applied in case of a party's willful misconduct or gross negligence. Furthermore, limitation of liability shall not be applied to damage which the Customer has caused by any delivery, copying or use of the Service or the deliverables contrary to these SaaS General Terms and Conditions or in violation of legislation.

12 Validity and Termination

Visuon and the Customer shall execute a written agreement concerning the Service either electronically or in writing. Agreement commences when Customer has electronically accepted to comply with these SaaS General Terms and Conditions and Visuon has granted access rights to the Service, the parties have signed an agreement in writing, by order confirmation or when Visuon has otherwise accepted the Customer's order in a verifiable way. Agreement can also commence when the Customer accepts Visuon's valid offer in full.

Unless otherwise agreed in writing, the agreement concerning the Service is in force until further notice. Both parties shall have the right to terminate the agreement with immediate effect either through the Service or via e-mail.

The Customer takes care of and ensures that the Customer copies or prints information it has stored to the system as it desires and needs before termination of the agreement. After the agreement period Visuon shall have the right to delete information stored by the Customer into the system and thereafter Visuon shall have no obligation to restore such information to the Customer.

If the Customer terminates the agreement, prepaid charges shall not be refunded. Charges related to implementation of the Service shall not be refunded.

13 Other Terms

Amendments to contractual terms: Visuon shall always have the right to amend these SaaS General Terms and Conditions. The amendments shall become effective on the date notified by Visuon.

Customer's invoicing and contact information:

Visuon shall send invoices, notifications and other messages to address notified by the Customer in writing or electronically. The Customer shall be obliged to notify Visuon of any changes to its contact information without undue delay.

Assignment of the Agreement: The Customer shall have no right to assign the agreement or any part thereof without Visuon's written consent. Visuon shall have the right to assign the agreement to a company belonging, according to Finnish Accounting Act, to the same group of companies as Visuon, or in connection with the transfer of business operations to a receiving company in Finland. Furthermore, Visuon shall have the right to transfer its receivables under the agreement to a third party.

Applicable Law and Dispute Resolution: The agreement shall be governed by the laws of Finland (excluding its choice of law provisions). Any dispute shall be primarily solved by mutual negotiation between the parties. If the parties are unable to solve the dispute by negotiation, disputes shall be solved in the district court of Visuon's place of domicile. Alternatively the parties may agree on solving the dispute by arbitration proceedings. Nonetheless, Visuon shall always have the right to bring claims for non-payment of monetary charges to be resolved in the district court of Visuon's place of domicile. If the Customer is a Finnish consumer, consumer shall have the option to have the dispute resolved by the Consumer Disputes Board (www.kuluttajariita.fi).

Validity of these SaaS General Terms and Conditions: These SaaS General Terms and Conditions are effective as of **01.02.2019** until further notice.