

GENERAL TERMS AND CONDITIONS

1. SCOPE OF APPLICATION

These general terms and conditions ("General Terms") apply to the Services and Equipment provided by System Oy ("Supplier") to the Customer when the Agreement refers to these General Terms. These General Terms shall not apply to the extent they refer to services or equipment not covered by the applicable Agreement.

2. DEFINITIONS

"Customer" means a company or other entity that has entered into an Agreement with the Supplier.

"Equipment" means the equipment related to the Services that the Supplier sells or leases to the Customer, as specified in the Subscription Agreement.

"Party" and **"Parties"** mean the Supplier and the Customer, separately or together.

"Service" means the visitor management service, induction service, smart office service and/or other service specified in the Subscription Agreement or otherwise agreed by the Parties.

"Service Platform" means the Supplier's cloud-based software platform which is accessible via an Internet browser and through which the Supplier makes the Services available to the Customer.

"Agreement" means the individual agreement for the delivery of Services and/or Equipment by the Supplier to the Customer, consisting typically of a frame agreement (**"Frame Agreement"**), a subscription agreement under the Frame Agreement (**"Subscription Agreement"**), these General Terms and other appendices to the Frame Agreement and the Subscription Agreement, as well as possible amendments thereto.

3. INSTALLATION OF NECESSARY MATERIAL AND COMMENCEMENT OF SERVICES

The Customer shall be responsible, in accordance with the Supplier's recommendations, for acquiring, installing and maintaining at its own cost all hardware, software, connections, data communication links, applications and all other equipment, tools and services required by the Customer to use the Services and Equipment provided by the Supplier.

4. GENERAL PROVISIONS ON PROVISION OF SERVICES AND EQUIPMENT

The Supplier shall provide the Services and/or Equipment to the Customer in accordance with the Agreement. The Services are standard services of the Supplier, and the Supplier reserves all rights to develop, improve and/or modify the Services. The Supplier may use subcontractors in the performance of the Services. Unless otherwise agreed in the Agreement, the Supplier shall be

liable for the work performed by a third party and for the quality of the result as for its own work.

Unless otherwise agreed in writing, the provision of the Services shall be deemed to commence on the date of delivery of a user ID giving access to the Services (**"Service Commencement Date"**). The Service Commencement Date may not be postponed in case the installation or implementation of the Services is delayed due to the Customer's failure to comply with its obligations or due to other reasons outside the reasonable control of the Supplier.

5. ACCESS RIGHTS TO SERVICE AND RIGHT OF OWNERSHIP TO DATA

Subject to full and timely payment of the Fees, the Supplier grants the Customer a limited and non-exclusive right to access the Service Platform and to use the Services in accordance with the Agreement for its internal business purposes relating to visitor management, induction and/or smart offices, during the period of validity of the Agreement.

If and to the extent expressly agreed in the Subscription Agreement, and subject to full and timely payment of the Fees, the Supplier grants the Customer a limited and non-exclusive right to sublicense the right to access the Service Platform and to use the Services in accordance with the Agreement for the Sub-licensees' internal business purposes relating to visitor management, induction and smart offices during the term of the Agreement. This right to sublicense is conditional upon (i) the Supplier's express prior written approval of the named sub-licensees (**"Sub-licensee"**); and (ii) the Customer binding the Sub-licensees to license and other terms that are at least as restrictive as this Agreement, including the terms of Section 14 of these General Terms.

All rights in and to the Services and the Service Platform, including related intellectual property rights, software, source code, interfaces, documentation, general methods, models, configurations, know-how and general developments and improvements made to the Services, shall belong to the Supplier or its licensors. No rights are transferred to the Customer other than the right of use expressly granted in the Agreement.

For the purposes of these General Terms the Customer and/or the Sub-licensees accessing the Service Platform and using the Services shall each be referred to as an **"End User"**. All right, title and interest, including without limitation ownership of intellectual property rights, in and to the data uploaded by or on behalf of the End User to the Service Platform in connection with the use of the Services shall belong to the End User (**"End User Data"**). The End User shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the

End User Data.

The Supplier may process personal data contained in the End User Data only for the purposes of the Agreement. However, for the sake of clarity, the Parties acknowledge that the Supplier may use and store information which has been rendered completely anonymous and unidentifiable for statistical purposes and in the development of its operations and services.

6. DELIVERY AND USE OF EQUIPMENT

The Supplier shall deliver the Equipment to the Customer if lease or purchase of defined Equipment is expressly agreed to in the Subscription Agreement. Unless otherwise agreed in the Subscription Agreement, the Supplier shall lease the Equipment to the Customer for the term of the Subscription Agreement. The Customer shall return leased Equipment to the Supplier upon the termination of the Subscription Agreement.

Unless otherwise agreed, the Supplier shall be responsible for the commissioning of the Equipment, and the Customer shall be responsible for the preparation of the physical location of the Equipment (including ensuring access to a network connection and electricity).

The risk of loss or damage to the Equipment shall pass from the Supplier to the Customer upon delivery, unless otherwise agreed in the Order Confirmation. If the Customer purchases the Equipment, title to the Equipment shall pass to the Customer once the Customer has paid the purchase price in full to the Supplier.

The Supplier shall provide version updates, remote maintenance and warranty for leased Equipment in accordance with the Agreement during the term of the Subscription Agreement, unless otherwise agreed. The Supplier shall perform maintenance measures and software updates primarily through remote access. If maintenance must be performed other than through remote access for reasons not attributable to the Supplier, the Customer shall be responsible for the Supplier's travel expenses.

For purchased Equipment the Supplier shall provide a warranty in accordance with the immediately following paragraph for one (1) year from the delivery of the Equipment and any maintenance service can be added upon separate agreement.

Warranty inspections and repairs shall be carried out at the Supplier's service point or, if agreed, at the Customer's premises. During the warranty period, the Supplier shall begin investigating a defect covered by the warranty that has been reported by the Customer in writing and take corrective measures within a reasonable time, and shall aim to commence such measures within four (4) working days after receiving a sufficient defect report. The warranty does not cover normal wear and tear of the Equipment or the repair of a defect or error caused by (a)

external factors such as an accident, fluctuations in electricity or air conditioning, lightning, fire or water; (b) misuse of the Equipment or failure to follow the instructions for use, maintenance or cleaning; (c) modifications or repairs made by the Customer or a third party; or (d) failure to comply with the operating environment requirements for the Equipment. Costs incurred in troubleshooting and repairing defects not covered by the warranty shall be invoiced separately.

The technical specifications of the Equipment and self-service terminals, local data processing, and connection and operating environment requirements are described in the applicable Service Description and/or Security Description.

7. AVAILABILITY OF SERVICES

The Supplier offers customer service on weekdays (Monday to Friday excluding public holidays) from 8:00 am to 4:00 pm Finnish time (EET). Through such customer service the Customer is offered support in matters relating to the use of the Services.

The Services shall be available around the clock, except for short breaks due to maintenance, updates, repair of any errors, servicing, interruptions, and other equivalent reasons. The Services shall be considered unavailable only when the End User is not able to access the Service Platform through its web browser due to a fault of the Supplier or error in the Service Platform.

The Services are not considered unavailable, if use of the Services is prevented due to: (i) a reason caused by the End User's or the Customer's software, hardware or data-communication links or another reason considered to be caused by the End User or belonging to the Customer's responsibilities, (ii) a data security threat or an equivalent reason which the Supplier cannot have been able to take into consideration, (iii) performance of scheduled maintenance operations, if the Supplier provides a notification on this at the latest three (3) working days in advance and the service break lasts at maximum two (2) hours, or (iv) a force majeure situation or another reason out of the Supplier's reasonable control.

The Customer shall notify the Supplier in writing of any errors in the Services or Service Platform, and to provide the Supplier with all relevant information that may be necessary for resolving the problem. The Supplier shall start resolving a problem causing unavailability of the Services without delay after having received a sufficient specification of the problem from the Customer and provided that the problem is attributable to the Supplier and that a method to go around the problem cannot be applied without causing unreasonable inconvenience to the Customer. The Customer's sole remedy for an defective Service is to require correction of the Service.

The Supplier shall record any inquiries made to the

support service. The Supplier may require the Customer to purchase additional training for the use of the Services if problems are repeatedly caused by insufficient skills to use the Service. The Customer's main user or internal support service shall provide the primary support to the End Users.

The Supplier has the right to schedule time for performing maintenance operations. The Supplier shall use its best efforts to provide a notification to the Customer if such operations will be carried out on Monday to Friday between 8:00 am and 4:00 pm EET. The Supplier aims to perform maintenance operations considered non-urgent during a time which causes as little interference to the ordinary use of the Services as possible.

The availability of the Services is monitored continuously. The Supplier aims to prevent service interruptions and to investigate and remedy detected disruptions without undue delay.

8. CHANGES TO SERVICES

The Supplier has the right to update and make necessary changes to the Services.

The Supplier shall be entitled to make an update or change to the Services and Service Platform without a prior notice if the update or change (a) does not materially affect the contents or availability of the Services; (b) is necessary to prevent severe a data security risk related to the Services or the Service Platform; or (c) results from law or regulation by authorities. Such updates and changes are performed primarily on Wednesdays after 4:00 pm EET.

The Supplier shall be entitled to make an update or change to the Services or the Service Platform for reasons other than those specified in the immediately preceding paragraph by informing the Customer in advance. If the change has a material adverse effect on the core functionality of the ordered Service, the Supplier shall notify the Customer of the change in writing at least thirty (30) days before the effective date of the change. The Customer shall then have the right to terminate the Subscription Agreement relating to the affected Service as of the effective date of the change by giving at least fourteen (14) days' prior written notice. The early termination fee under Section 17 shall not apply in such case.

If any updates or changes are significant of nature, and their implementation requires user training, the implementation and training shall be agreed upon separately between the Supplier and the Customer subject to an additional fee.

9. RESPONSIBILITIES OF CUSTOMER

The Customer shall be responsible for the data communication and other comparable costs related to use of the Services as well as for any necessary integrations

to the End User's other systems.

The Customer shall only use and shall ensure that the Sub-licensees use the Services in accordance with user training and instructions for use provided by the Supplier.

The Customer shall provide its valid contact information to the Supplier and inform of any updates thereto.

The Customer shall ensure that the End User Data is not in violation of any laws, statutes, regulations or good practices, or that it does not infringe any third-party rights. The Customer shall be solely liable at its own cost for any disputes and expenses that may be caused by the content of the End User Data. If any End User Data is in violation

of any law statutes, regulations, good practices or rights of third parties, the Supplier may prevent access to such End User Data or delete it from the Service Platform.

The Customer shall keep and cause its personnel and the Sub-licensee's personnel to keep all user IDs, passwords and any details regarding access to the Service Platform secret at all times and not disclose them to any third party except to the extent allowed under the Agreement. The Customer shall at all times be and remain fully responsible for the access to the Service Platform by the End User's user IDs. The Customer undertakes to inform the Supplier immediately, if any user ID or password have been revealed to any unauthorized third party or if the Customer has a reason to suspect misuse of any such user ID or password. The Customer shall change and shall cause End Users to change the password required for the access to the Service Platform upon written request of the Supplier, if deemed necessary by the Supplier due to data security risk to the Service Platform or otherwise.

The Customer shall access the Service Platform and use the Services only for lawful purposes, in compliance with any and all applicable laws and regulations in Finland, in the country in which the Customer accesses the Service Platform, as well as in accordance with all policies and instructions notified by the Supplier to the Customer.

The Supplier shall also have the right to suspend the Service in whole or in part if the suspension is reasonably necessary (i) to prevent a serious security threat or misuse, (ii) to protect the Service Platform, other customers or the rights of third parties, (iii) to comply with law or an authority order, or (iv) due to a material breach of the Agreement by the Customer. The Supplier shall notify the Customer of the suspension in advance where reasonably possible in the circumstances and shall restore the Service without undue delay once the grounds for suspension have ceased.

10. SERVICE FEES AND PAYMENT TERM

The applicable fees shall be determined in the Subscription Agreement ("**Fees**"). The Fees do not include value added tax or similar local taxes. Such taxes, if applicable according to local laws and regulations, shall

be added to the invoiced Fees.

Unless otherwise agreed in writing, the Fees for the Services shall be invoiced in advance in periods of three (3) months from the Service Commencement Date. Fees for Equipment shall be invoiced on the date of delivery. The Customer agrees to pay the invoices in full without deductions or set-offs. Unless otherwise agreed in writing, the payment term is fourteen (14) days net.

In case the Customer's delay of payment the Supplier may suspend the Services until the full payment of overdue Fees. Interest on overdue amounts shall accrue without notice at the statutory rate prevailing under the applicable law.

Unless otherwise agreed in writing, the Supplier shall be entitled to charge for customary and reasonable travel and accommodation expenses, travel time expenses and daily allowances.

The Supplier may, at its option, increase any or all Fees annually as of 1 February in accordance with inflation in Finland. The adjustment shall be based on the annual change in the Consumer Price Index calculated by Statistics Finland. Otherwise, the Fees shall remain fixed during the fixed term agreed in the Subscription Agreement. Where a Service is provided under a Subscription Agreement that is in force until further notice, the Supplier may change the Fees by notifying the Customer at least three (3) months in advance. The foregoing shall not limit the Supplier's right to adjust the Fees to reflect changes in the scope of the Services or to reasonably pass through to the Fees any new or changed taxes, regulatory charges or mandatory third-party charges directly attributable to the Service by giving the Customer reasonable prior notice.

11.STORAGE AND BACKUP COPIES OF END USER DATA

The End User Data shall be accessible through the Service Platform and stored on the server centre of the Supplier or its subcontractor.

The backup, recovery and retention practices applicable to the Service are described in the applicable Security Description and/or Service Description. The Supplier may update technical practices as the Service evolves, provided that the agreed level of data security or data recoverability is not materially reduced.

Restoring data from backup copies requires a written request of the Customer's contact person. The Supplier has the right to charge a fee for restoring of data in accordance with its price list in force at the time of request, unless the loss of data was due to an act or omission of the Supplier.

At the Customer's request, the Supplier shall delete End User Data from active production systems in accordance with the applicable Agreement, Section 17 and, with

respect to personal data, Annex 1. Data remaining in backups shall be deleted in accordance with the Supplier's normal backup rotation and shall be appropriately protected until then and not processed except for restoration purposes or as required by law.

12.SECURITY OF END USER DATA

The Service is delivered and maintained, and End User Data is stored in data centres within the European Union or the European Economic Area.

The Customer and the Supplier shall each be responsible for the data security of their respective information systems. Neither Party shall be responsible for the data security or interruptions of any general data communication network, nor for any other factors outside of their control nor for any damage caused by such factors.

The segregation of End User Data, access rights management, authentication and other technical and organizational security measures shall be implemented in accordance with the applicable Security Description.

The Customer shall be responsible for the appropriate management of its users' access rights and for ensuring that End Users comply with the authentication and security instructions notified by the Supplier from time to time. The authentication methods supported by the Service are described in the applicable Service Description and/or Security Description.

The Supplier's support personnel can only access the End User Data if it is necessary for the compliance with the Supplier's obligations under the Agreement, such as in order to resolve a problem situation.

The technical and organizational measures applied by the Supplier from time to time are described in the Security Description, which is available at <https://system.io/fi/system-sopimusliitteet/>.

13.DATA PROTECTION AND PROCESSING OF PERSONAL DATA

Unless otherwise agreed in writing, the terms and conditions for processing of personal data (Annex 1 to these General Terms) shall apply to such processing of personal data that the Supplier carries out on behalf of the End User.

14.LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Supplier shall ensure that the Service complies with the Agreement. The Supplier undertakes to perform its tasks in conformity with the Agreement, with due care and with the professional skills required for the task. The Supplier, however, expressly disclaims any warranties as to the accuracy, completeness, authenticity, usefulness, timeliness, reliability or appropriateness of the Services, including without limitation implied warranties of title, non-infringement, merchantability, satisfactory quality and

fitness for a particular purpose.

Neither Party shall be liable for any indirect, incidental or consequential damage or loss arising out of or relating to the Agreement, including but not limited to, loss of profits or revenue, loss of data or interruption of production or operations.

The aggregate maximum liability of each Party for all claims arising out of or relating to the same Subscription Agreement shall not exceed an amount equal to six (6) months' recurring Fees in effect at the time the damage occurs, regardless of the invoicing frequency of the Fees. The limitation of liability shall apply irrespective of the legal basis of the claim, including claims based on breach of contract, damages, price reduction, contractual penalty, indemnification or other compensation, unless the Agreement expressly provides in writing that a specific liability is excluded from the limitation of liability.

The limitations of liability in this Section 14 shall not apply where the damage is caused by (i) wilful misconduct or gross negligence; (ii) breach of the licence set forth in Section 5; (iii) infringement of the Supplier's intellectual property rights in and to the Services and/or the Service Platform; or (iv) to the extent liability cannot be limited under applicable mandatory law.

The Supplier shall have no direct liability towards any of the Customer's Sub-licensees.

The limitations of liability in this Section shall not limit the Customer's obligation to pay accrued Fees, the early termination fee under Section 17, non-cancellable customer-specific third-party charges or other payment obligations expressly agreed in the Agreement.

15. CONFIDENTIALITY

Each Party shall keep in confidence and not disclose to any third party all material and information received from the other Party if the information is marked as confidential or if the information should reasonably be understood to be of confidential nature ("**Confidential Information**"). The Confidential Information of the other Party may be used only for the purposes of the Agreement. The receiving Party shall handle all Confidential Information with no less a degree of care as is used for its own Confidential Information and at least with reasonable care.

The confidentiality obligations shall not apply to material or information that (i) is generally available or otherwise made public; (ii) the receiving Party has received from a third party without any obligation of confidentiality; (iii) was in the possession of the receiving Party prior to receipt of the Confidential Information; (iv) the receiving Party has independently developed without using the Confidential Information of the other Party; or (v) the receiving Party is required to disclose by law, regulation or court order.

The undertakings including in this Section 15 shall survive the expiration or termination of the Agreement for any

reason and shall bind the Parties for a period of five (5) years after the expiration or termination of the Agreement.

16. TERM AND TERMINATION OF AGREEMENT

The Frame Agreement shall enter into force upon signature by both Parties. The Frame agreement shall remain valid until further notice. Either Party may terminate the Frame Agreement by giving the other Party three (3) months' written notice. However, the terms and conditions of the Frame Agreement shall apply to the Subscription Agreement for as long as the Subscription Agreement is valid.

The contract period and termination terms of the Subscription Agreement are agreed in the Subscription Agreement. The expiration or termination of a Subscription Agreement does not affect the validity of the Frame Agreement or another Subscription Agreement, unless otherwise agreed in such other Subscription Agreement. In the event of early termination of the Subscription Agreement by the Customer for reasons other than material breach by the Supplier, the early termination fee specified in Section 17 of these General Terms shall apply.

Either Party may terminate the Frame Agreement and/or the Subscription Agreement with immediate effect if the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

The Customer's and its Sub-licensees' right to access the Service Platform and use the Services shall expire upon the effective date of termination of the Agreement.

17. DATA PORTABILITY AND SWITCHING

Right to Switch and Termination Notice: The Customer has the right to switch service provider, move to its own ICT infrastructure, or request deletion of the Exportable Data and Digital Assets defined below by giving sixty (60) days' prior written notice. During the notice period, the Supplier shall provide reasonable assistance with the Customer's migration, the Customer may export data in accordance with this Section, and the Service and the obligation to pay Fees shall continue. The Agreement shall be deemed to terminate when the switching process has been successfully completed or, if the Customer requests deletion of data without switching, at the end of the notice period.

Data Export and Portability: The Customer may export End User Data through the self-service functionality of the Service Platform. Upon request, the Supplier shall provide reasonable assistance with the data export. The Supplier shall not charge a separate switching fee for exercising the right to switch or for standard data export functionality. Additional services separately requested by the Customer that exceed the switching obligations required by mandatory law may be charged separately if their content

and price are agreed in advance.

Exportable Data and Digital Assets: “Exportable Data” means all data entered into the Service by the Customer or End Users and the Customer’s input and output data, including related metadata, generated directly or indirectly from the use of the Service. “Digital Assets” means digital elements to which the Customer has a right of use independent of the Agreement relating to the Service. Exportable Data does not include materials protected by the intellectual property rights of the Supplier or a third party or trade secrets. Telemetry, analytics, security and operational data relating to the internal operation of the Service are excluded from the export obligation to the extent their disclosure would compromise the Supplier’s trade secrets and provided that the exclusion does not prevent or delay switching.

Transition Period: Following the notice period, the Supplier shall carry out the switching without undue delay and within a transition period of no more than thirty (30) calendar days. During the transition period, the Supplier shall provide reasonable assistance, act diligently to maintain the continuity and security of the Service and inform the Customer of known continuity risks. If the thirty (30) day transition period is technically infeasible, the Supplier shall notify the Customer within fourteen (14) working days after the switching request, explain the technical infeasibility and specify an alternative transition period that shall not exceed seven (7) months. The Customer has the right to extend the transition period once for a period appropriate to its purposes. The Agreement and ordinary Fees shall remain in force during the transition period and any extension requested by the Customer.

Data Retrieval and Switching Information: After the transition period, the Supplier shall keep the Exportable Data and Digital Assets available for retrieval by the Customer for at least thirty (30) calendar days, after which they shall be deleted unless applicable law requires their retention. Data remaining in backups shall be deleted in accordance with the normal backup rotation. The Supplier shall maintain at <https://system.io/fi/system-sopimusliitteet/> or on a page referred to there the up-to-date information required by the EU Data Act concerning switching and export procedures, data structures and formats, the jurisdiction applicable to the ICT infrastructure used for the Service, and safeguards concerning international governmental access.

Early Termination Fee: Where the Customer exercises the right to switch pursuant to this Section 17 prior to the end of a fixed-term Subscription Agreement, the following early termination fee shall apply to compensate the Supplier for the premature termination of the fixed-term commitment. If the Customer terminates the Subscription Agreement prior to the end of the initial term or any renewal period for reasons other than the Supplier’s

material breach of the Agreement, the Customer shall pay an early termination fee to compensate the Supplier for: (a) service setup and implementation costs; (b) equipment investments and commitments; (c) price discounts granted based on the agreed contract period; and (d) commitments entered into by the Supplier with third-party service providers for a specific time period in order to fulfil the Customer’s requirements.

The early termination fee shall be eighty-five percent (85%) of the aggregate agreed recurring service fees that would have been payable for the remaining contract period (monthly fee x number of remaining full months in contract period x 85%). For the purposes of this calculation, “agreed recurring service fees” means recurring fees for the Service as specified in the Subscription Agreement, excluding one-time fees and usage-based charges. The fee basis is the agreed recurring service fee in effect at the time of the termination notice. The early termination fee shall be invoiced together with the final invoice and is payable with the payment terms set forth in the Subscription Agreement or the General Terms. For the avoidance of doubt, the customer shall pay in full (100%) any customer-specific third-party fees that cannot be cancelled.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by and construed in accordance with the laws of Finland. Any dispute, controversy or claim arising out of the Agreement shall be resolved in the district court of Helsinki, Finland, as a first instance.

19. AGREEMENT DOCUMENTS AND THEIR ORDER OF PRECEDENCE

If there is a conflict between the terms of the Frame Agreement and the Subscription Agreement, the terms of the Subscription Agreement shall prevail. In the event of a conflict between the Frame Agreement document and its appendices, the terms of the Frame Agreement document shall prevail, and the appendices shall apply in ascending numerical order. In the event of a conflict between the Subscription Agreement document and its appendices, the terms of the Subscription Agreement document shall prevail and the appendices shall apply in ascending numerical order.

The Customer’s general purchasing, procurement or other standard terms shall apply only if they are identified in the Agreement and their application is expressly agreed in writing. A reference to such terms in the Customer’s purchase order, procurement portal, supplier register or other document unilaterally prepared by the Customer shall not by itself incorporate them into the Agreement.

20. AMENDMENTS TO AGREEMENT DOCUMENTS

Amendments to the Frame Agreement document (to be signed) and/or the Subscription Agreement document (to

be signed) shall be agreed between the Parties in writing.

The Supplier reserves the right to update and amend the Service Descriptions and Security Descriptions attached to the Agreement to reflect changes in the Services, processes or technical environment, provided that the changes do not materially reduce the core functionality of the agreed Service or the agreed level of security. Materially adverse changes to the Service shall also be subject to the procedure set out in Section 8.

The Supplier may amend these General Terms if the amendment (i) is necessary due to applicable law, an order of an authority or security reasons, or (ii) does not materially impair the Customer's rights or increase the Customer's obligations. The Supplier shall notify the Customer reasonably in advance and generally at least thirty (30) days before the amendment takes effect. Other amendments shall, in relation to a fixed-term Subscription Agreement, take effect from the beginning of the next renewal period unless the Customer accepts the amendment in writing earlier. If, during a fixed term, the Supplier makes an amendment other than one required by law, an authority order or security reasons and the amendment has a material adverse effect on the Customer's position, the Customer shall have the right to terminate the affected Subscription Agreement as of the effective date of the amendment by giving fourteen (14) days' prior written notice. The early termination fee under Section 17 shall not apply in such case.

21. MISCELLANEOUS

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 reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, denial of service attack, computer virus, import or export embargo, strike, lockout, boycott or other similar industrial action. Each Party shall without delay inform the other Party in writing of a force majeure event and the termination of the force majeure event.

Entire Agreement: The Agreement, consisting of the Frame Agreement, an individual Subscription Agreement entered into under the Frame Agreement, and their expressly agreed appendices and amendment documents, constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior written and oral communications between the Parties concerning it.

Surviving Clauses: The terms of the Agreement that by their nature should reasonably survive the termination of the Agreement, shall survive the termination of the Agreement.

Severability: If any provision of the Agreement is held to be invalid or unenforceable, it shall be deemed to be severed from the Agreement and shall be of no force and effect and shall not affect the validity and enforcement of the remaining provisions of the Agreement.

ANNEX 1 – TERMS AND CONDITIONS FOR PROCESSING OF PERSONAL DATA (DPA)

1. Scope of Application

These terms and conditions for processing of personal data (DPA) shall apply when the Supplier processes personal data on behalf of the End User under the Agreement. For the sake of clarity, this DPA applies when the Customer that is a party to the Agreement acts as the controller and the Supplier acts as the processor. If the roles in the processing of personal data differ from the foregoing, including situations where a Sub-licensee acts as the controller, the roles and terms applicable to the processing shall be agreed separately in writing.

2. Specification of Data Processing

For the purposes of providing the Services under the Agreement, the End User is the data controller and the Supplier is the data processor. The personal data processed may include the following categories of personal data concerning the End User's employees, directors, business partners and visitors: name, picture, phone number, email address, represented company, title, vehicle registration number, date, time, place and purpose of the visit, as well as other identification data described in the Service Description made available by the Supplier.

3. Definitions

The definitions used in the Agreement document are applied. In addition, the following terms shall have the meanings set forth below (unless and to the extent the context otherwise requires): (i) **"Data Protection Legislation"** shall mean the data protection or privacy laws and regulations in force from time to time, including applicable national and EU legislation in force from time to time. Data Protection Legislation may refer to, inter alia, the Data Protection Act (1050/2018) and/or the Data Protection Regulation (as defined below); and (ii) **"personal data"**, **"processing"**, **"controller"**, **"processor"** and **"data subject"** each shall have the same meaning as in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**"Data Protection Regulation"**).

4. General Rights and Responsibilities

As the controller, the End User is responsible for ensuring that it has the necessary rights to process personal data and that the processing of personal data is carried out in accordance with applicable laws and Data Protection Legislation. The End User is responsible for preparing and making available data protection notices, providing information to data subjects and making notifications to authorities as required.

The Agreement, this DPA, the Subscription Agreement, the applicable Service Description and documented instructions given in connection with the normal use of the Service constitute the End User's documented processing instructions. The End User may also provide the Supplier with lawful documented instructions concerning the processing of personal data within the scope of the Agreement. If a new instruction requires a material change to the Service, the agreed processing or the Supplier's operating practices, or other additional work exceeding the obligations under the Agreement, the Parties shall agree separately on the necessary changes and any additional fees before implementation, unless mandatory Data Protection Legislation requires otherwise. The Supplier shall notify the End User without undue delay if, in the Supplier's opinion, an instruction infringes applicable Data Protection Legislation.

When processing personal data on behalf of the End User for the purpose of providing the Services, the Supplier shall: (i) process personal data solely in accordance with the documented instructions of the End User, unless otherwise required by laws applicable to the data processor, in which case the Supplier shall, to the extent required by applicable law, inform the End User of such requirement before the processing; (ii) to the extent possible and taking into account the nature of the processing and the information available to the Supplier, assist the End User with appropriate technical and organizational measures in responding to requests concerning the exercise of data subjects' rights and in fulfilling the obligations under Articles 32–36 of the Data Protection Regulation; and (iii) ensure that persons authorized to process personal data have committed themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality. To the extent necessary to demonstrate the Supplier's compliance with the obligations set out in these terms and conditions for processing personal data, the Supplier shall (iv) upon request provide the End User with documentation concerning the Supplier's processing activities; and (v) allow audits by the End User or an independent representative authorized by the End User. Audits shall primarily be carried out on the basis of documentation provided by the Supplier and available independent audit reports. An on-site audit may be carried out if such material does not reasonably suffice to demonstrate compliance with the obligations. All audits shall be carried out upon reasonable notice, at the End User's expense, efficiently and without unnecessary disruption to the Supplier's daily business, and in a manner that respects the Supplier's confidentiality obligations towards other customers and/or third parties. The Supplier may also provide the End User with an audit

report issued by an external party and available audit reports concerning audits of its subcontractors.

The Supplier shall have the right to invoice the work resulting from the assistance required by the End User under Sections (ii), and (iv) and (v) above in accordance with its prevailing prices.

5. Data Security

The Supplier shall implement and maintain appropriate organizational and technical measures designed to prevent accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of or access to personal data. The technical and organizational measures applied by the Supplier from time to time are described in the Security Description, which is available at <https://system.io/fi/system-sopimusliitteet/>. Any transfers of personal data outside the European Economic Area shall be carried out only in accordance with applicable Data Protection Legislation, including Chapter V of the Data Protection Regulation.

If the Supplier becomes aware of a personal data breach affecting the personal data processed on behalf of the End User, the Supplier shall notify the End User of the personal data breach without undue delay.

6. Use of Third Parties in Data Processing

Where the Supplier subcontracts its tasks related to personal data processing, the Supplier shall enter into a written agreement with each sub-processor. Such written agreement shall impose similar obligations on the sub-processor as are imposed on the Supplier under these terms and conditions for processing of personal data.

The Customer gives the Supplier general written authorization to use sub-processors in the processing of personal data in accordance with this Section.

The Supplier's current sub-processors used in the provision of the Services are listed in the sub-processor list available at <https://system.io/fi/system-sopimusliitteet/>.

The Supplier shall inform the Customer of changes concerning its sub-processors, including the names and locations of new or replacement sub-processors. If the Customer objects to the use of a specific sub-processor for a justified reason related to data protection or security,

the Customer shall notify the Supplier in writing (including by email) within thirty (30) calendar days after receiving the Supplier's notice and specify the grounds for the objection. The Supplier shall then use reasonable efforts to change the affected Services or recommend a commercially reasonable change to the Customer's use of the Services so that the processing of personal data by the objected sub-processor can be avoided. If the Supplier is unable to make available or propose such change within sixty (60) calendar days, either Party may, as its sole and final remedy, terminate those Services that the Supplier cannot provide without the use of the objected sub-processor, with immediate effect or upon a reasonable notice period determined by the terminating Party.

7. Liability for Damage and Limitation of Liability

Section 14 of the General Terms shall otherwise apply to these terms and conditions for processing personal data. However, each Party's aggregate contractual liability under this DPA shall not exceed an amount equal to twelve (12) months' recurring Fees in effect at the time the damage occurs, regardless of the invoicing frequency of the Fees. This limitation of liability shall also apply to recourse and indemnity claims between the Parties to the extent permitted under mandatory Data Protection Legislation. No limitation of liability in the Agreement shall limit the statutory rights of data subjects or the powers of a supervisory authority, nor liability to the extent it cannot be limited under applicable mandatory law.

8. Return and Deletion of Personal Data

Upon termination of the Agreement, the Supplier shall, at the End User's choice, return or delete the personal data processed on behalf of the End User, unless applicable law requires its retention. The return of data and the retrieval period shall also be subject to Section 17 of the General Terms. Deletion from active production systems shall be carried out without undue delay after the applicable retrieval period has ended. Personal data remaining in backups shall be deleted in accordance with the normal backup rotation; until then, such data shall be protected in accordance with this DPA and shall not be processed except for restoration purposes or as required by law.