

General Terms and Conditions for Logentia Ltd Products and Services

June 19th 2020

1. GENERAL

1.1. These General Terms and Conditions are part of the agreement (hereafter the Agreement) entered into between Logentia Ltd, Finnish Corporate ID 2310003-9 (hereafter Logentia Ltd), and the other party (hereafter the Customer) who has purchased or ordered, or is expected to purchase or order, software, services, computer media, support and instructions developed or supplied by Logentia (hereafter the Product).

1.2. By signing the separate agreement document and/or ordering the Product from www.logentia.com and/or making payment to Logentia Ltd the Customer undertakes to comply with these General Terms and Conditions.

1.3. These General Terms and Conditions apply unless otherwise agreed in writing between the Parties.

2. AGREEMENT PERIOD

2.1. This Agreement shall remain in force until further notice from the date the Product is ordered or the separate agreement document that refers to these General Terms and Conditions is signed.

2.2. The Customer or Logentia is entitled to cancel the Agreement at three month's notice. Notice shall be given in writing. Any written cancellation by the Customer must be received by Logentia Ltd at least one month before the start of the subsequent chargeable period. If the cancellation is received later than that date, Logentia Ltd will be within their rights to charge the Customer for a further period.

2.3. Provisions concerning cancellation with immediate effect can be found in paragraph 17 below.

3. LICENCE

3.1. By this Agreement Logentia Ltd grants the Customer a non-exclusive, non-transferable right to use the Product for personal use in compliance with these General Terms and Conditions. Personal use means use within the Customer's normal business operations.

4. DELIVERY AND INSTALLATION

4.1. Delivery shall be considered to have taken place when the Customer has received the Product, at which point the risk for the Product passes to the Customer.

5. SUPPORT

5.1. The Customer shall be offered support via e-mail, phone and documentation.

5.2. Support shall be made available typically within 24 hours calculated from the time Logentia Ltd receives the request for support from the Customer.

6. UPGRADES

6.1. Upgrades in this instance refers to minor improvements to the Product (such as bug fixes) and the provision of new versions of the Product with a higher version number, meaning new or improved features.

6.2. Logentia Ltd is entitled, but not obliged, to install regular upgrades during the term of the Agreement and without notice thereof to the Customer.

7. FURTHER DEVELOPMENT

7.1. Logentia Ltd undertakes to assist the Customer, either directly or through another party, with any further developments of the Product that the Customer may request, to a reasonable extent and in exchange for remuneration based on market rates. Logentia Ltd are within their rights to refuse such work should it be deemed as posing a threat to the functionality, stability or security of the Product or if such work should be particularly work-intensive or entail a particularly high cost for Logentia Ltd or other party. Logentia Ltd shall decide how such further development work may in practice be carried out and what actual changes to the Product shall be made in connection with same. Logentia Ltd is under no obligation to carry out any development work without a written purchase order from the Customer.

7.2. Logentia Ltd is under no obligation to carry out upgrades or any other maintenance to a specific further development without a written agreement with the Customer.

8. SECURITY AND CONTROL SYSTEMS

8.1. Logentia Ltd is responsible for establishing the security and control systems necessary to prevent unauthorized or otherwise erroneous transactions. Logentia Ltd shall not assume responsibility for unauthorized or otherwise erroneous transactions made using the Product.

8.2. The customer number must only be used by the Customer. The Customer is responsible for ensuring that any login information is securely stored to prevent unauthorized access. The Customer shall immediately notify Logentia Ltd if the Customer suspects that the Product it is being misused.

9. THE CUSTOMER'S COMPUTER ENVIRONMENT

9.1. The Agreement is subject to the Customer having the necessary technical equipment to be able to use the Product normally at all times. This is also applicable when the Product has undergone changes in functionality due to upgrades, modified security procedures and further developments.

9.2. The Customer shall ensure that these IT systems do not, by themselves or together with other systems, generate or permit the excess use of the Product to an extent that greatly limits the Product's functionality.

11. PAYMENT

11.1. The Customer shall pay Logentia Ltd a fee (hereafter License Fee) for the use of the Product. The License Fee is based on the service description that The Customer needs for The Product. Statutory value added tax and other general taxes or fees and any delivery charge will be added to the License Fee.

11.2. The License Fee shall be paid on receipt of an invoice, which must be paid within 45 days of the invoice date, if not other terms are stated in the Agreement. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate equivalent to the reference rate applied by Bank of Finland at any one time, plus seven per cent.

11.3. Logentia Ltd shall have be entitled, but not obliged, to adjust the Licence Fee during the Agreement period.

11.5. Logentia Ltd is not liable to reimburse any fees to the Customer. This also applies to any unutilized part of a License Fee.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Copyright and other rights to the Product and any result of a service carried out by Logentia Ltd concerning the Product shall fall to Logentia Ltd. The Agreement does not signify that the Customer receives any right other than the right of use as laid down in the Agreement.

12.2. The right of ownership to any developments, copyright protected or otherwise, of the Product that arise in connection with the completion of the Agreement shall fall to Logentia Ltd and shall be considered covered by the Agreement. The Customer is, however, fully entitled to utilize such developments as long as the Agreement remains in force.

12.3. Any information about copyright or any other text about the right of ownership to the Product must not be amended or removed and shall be made clearly visible in the event of any duplication of the Product. The same applies to any corresponding text on any documentation provided by Logentia Ltd.

12.4. Logentia Ltd reserves the right to use information that the Customer provides in connection with the use of the Product, for the operation, maintenance and development of the Product. Logentia Ltd will handle any personal user details in compliance with current Finnish legislation.

13. WARRANTY

13.1. Logentia Ltd guarantees that the Product will perform its basic functions throughout the Agreement period.

13.2. Regardless of that stated in 13.1, Logentia Ltd cannot warrant that the Product is entirely free from minor software flaws such as bugs. The Customer fully understands and accepts that such flaws are part and parcel of the software industry and are difficult to rectify for business and technical reasons. Furthermore, the Customer accepts that the Product or functions of the Product may for various reasons suffer downtimes. Logentia Ltd undertakes to rectify any such downtimes as quickly as possible.

13.3. Should the Customer feel that the Product does not meet the agreed function, the Customer must inform Logentia Ltd immediately about these possible issues. The Customer shall, on request, be able to demonstrate and, if possible, provide Logentia Ltd with documentation to back up any such claim.

13.4. The warranty provided presupposes that the Customer complies with the Agreement and uses the Product in the prescribed operating environment and in accordance with the directions in the manual and other instructions from Logentia Ltd. The warranty does not cover any faults that are not of significance to the functionality of the Product in accordance with the agreed specifications.

14. THIRD PARTY RIGHTS

14.1. It is the responsibility of the Customer to investigate whether the Customer's use of the Product is encumbered with or infringes third party copyright or other intellectual property rights (such as patent rights, rights to topographies, protection of designs, trade secrets). Logentia Ltd assumes no liability for any such encumbrances or infringements.

15. LIABILITY

15.1.1. The parties are exempt from penalty for failure to perform any obligation under the Agreement if said failure is due to circumstances that are beyond the Party's control and which prevent the fulfilment thereof (force majeure). As soon as the cause ceases, the obligation shall be fulfilled as agreed. Circumstances in this instance include acts of war and conflict, government actions or failure to act, new or changed legislation, staff departure, labor market conflict, blockade, fire, flood, serious interruption to telecommunications, major loss or destruction of data or property of considerable significance, other extensive damage or major accident or similar circumstances.

15.2.1. Logentia Ltd's liability for Product flaws is limited to that as laid down in paragraph 13 unless said Product flaws are caused by willful intent or gross negligence on the part of Logentia Ltd.

15.2.2. Under no circumstances shall Logentia Ltd be liable for indirect damages, such as loss of profit, loss of production, costs of engaging consultants, costs of equipment or similar costs or damages.

15.2.3. Logentia Ltd's liability for damages in the event of breach of contract is limited, unless said breach was brought about by willful intent or gross negligence on the part of Logentia Ltd, to an amount equivalent to that which the Customer has paid in License Fees during the two previous calendar years, but at most EUR 5,000.

15.2.4. Logentia Ltd shall only be liable for damage to the Customer's property caused by neglect on the part of Logentia Ltd or its employees; the amount of damages paid is limited but not fixed to an amount equivalent to that which the Customer has paid in License Fees during the two previous calendar years, but at most EUR 5,000.

15.2.5. Logentia Ltd is not liable for damages caused by interruption of operations, loss of, or interference with, data, loss of profits or third-party compensation claims.

15.2.6. Logentia Ltd is not liable for damage caused by, or attributable to, Products provided to the Customer free of charge.

15.2.7. Irrespective of the provisions laid down in Section 15 of this Agreement, Logentia Ltd is not liable for damages arising due to any breaches in security at the Customer's premises and/or their computer system. In the event of a lack of clarity on this point, ISO 17799 or an equivalent subsequent industry standard for information-technology security shall serve as guide.

15.2.8. Logentia Ltd is not liable for indirect damages, such as financial loss, caused by mistakes in the process by Logentia Ltd or a third party unless mistakes were brought about by willful intent or gross negligence on the part of Logentia Ltd.

16. CONFIDENTIALITY

16.1. The Parties undertake, without limit of time, not to disclose to any third party any confidential information that the Party receives from the other Party or that becomes known to the Customer during the use of the Product. This confidentiality undertaking applies until such confidential information becomes generally known by means other than by a breach of the contents of this Agreement on the part of the Customer.

16.2. Confidential information in this instance includes any information – whether of technical, commercial or other nature – irrespective of whether the information is documented or not, with the exception of:

a) Information that is generally known or that becomes generally known by means other than by breach on the part of a Party in contravention of this Agreement.

b) Information that the Customer can demonstrate that they had prior knowledge of before receiving said information from Logentia Ltd.

c) Information that a Party received or will receive from a third party without being bound by a duty of confidentiality in connection with such information.

However, in cases referred to under c) above, the Party is not entitled to disclose to any third party that the same information was also received from the other Party in accordance with the Agreement.

16.3. The Parties undertake to ensure that employees, consultants and directors of respective Party do not pass on confidential information to third parties. In this instance it is the responsibility of the Party to ensure that the employees who can be considered to come into contact with information of a confidential nature are bound to keep this information secret to the same extent as the Party in accordance with this Agreement.

17. CANCELLATION

17.1. Each Party shall have the right to cancel this Agreement with immediate effect if:

17.1.1. the other Party has neglected to fulfil their obligations in accordance with the Agreement and the breach of agreement is of considerable significance and the other Party does not undertake rectifying measures within twenty days of receiving written reminder of such breach from the first Party stating the nature of the breach; or

17.1.2. there is good reason to believe that the other Party will discontinue their payments, embark on corporate restructuring or composition negotiations, be subject to an external bankruptcy application or file for bankruptcy, or enter liquidation or otherwise be deemed to have such difficulties in payment that there is good reason to fear that the Party's undertakings in accordance with the Agreement will not be rightly performed; or

17.1.3. the other Party has been declared or can be expected to be declared by Finnish, EU or foreign authorities to have violated such authority's export-control regulations or will not be qualified to acquire, possess or make use of services or products (including technology) that are subject to export-control regulations; or

17.1.4. Representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement.

18. CONSEQUENCES OF CANCELLATION

18.1. In the event that Logentia Ltd should have the right to terminate the Agreement with immediate effect in accordance with paragraph 17, Logentia Ltd is not obliged to repay the License Fee to the Customer. This shall also apply to any unutilized part of a License Fee.

19. AMENDMENTS AND SUPPLEMENTS

19.1. In order to be binding, any amendments or supplements to the Agreement shall be made in writing and duly signed by the Parties.

19.2. Logentia Ltd reserves the right to modify these General Terms and Conditions during the Agreement period.

20. TRANSFER

20.1. Logentia Ltd reserves the right, without the consent of the Customer, to transfer its rights and obligations under this Agreement to another company within the group to which Logentia Ltd belongs.

20.2. The Customer may only transfer, grant sublicenses to, hire out, lend or in any other way permit any party other than the Customer, directly or indirectly, to use or otherwise have access to the Product if Logentia Ltd has given prior written consent in this respect. If such consent has been given, it is a condition of the transfer that

- a) The Customer does not retain any copy of the Product,
- b) The new Customer undertakes to be bound by the Agreement (including these General Terms and Conditions), and
- c) The transfer at no time is in breach of Finnish, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

21. NOTIFICATIONS

21.1. Notifications sent to a Party's most recently notified postal address, fax number or e-mail address shall be considered to have been delivered correctly.

21.2. Notifications from Logentia Ltd to the Customer shall be considered to have been received by the Customer at the latest three working days after the date they were sent, if they were sent to the Customer's most recently notified postal address or to the most recently notified postal address of a Customer employee.

21.3. Notifications to the Customer from Logentia Ltd sent by e-mail shall be considered to have reached the Customer at the latest by midnight at the end of the day after the day the notification was sent to the Customer's most recently notified e-mail address or a Customer employee's e-mail address, provided that Logentia Ltd has not received any message indicating a failure in the transfer of the notification.

21.4. General notifications from Logentia Ltd to the Customer that affect all or many Customers, for example notifications regarding address changes, alterations to the License Fee or changes to these General Terms and Conditions, shall be considered to have been sent to the Customer if they are made available either at www.logentia.com.

21.5. It is the responsibility of the Party that changes postal address, telephone number or e-mail address to immediately notify the other Party in writing. This also applies to the details of contact persons at the Customer's premises when such change. Logentia Ltd shall be notified when a contact person at the Customer's premises shall no longer be sent notifications. Should either Party fail in this respect that Party shall always be responsible for the damage that may arise due to notifications not reaching them.