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# UBISECURE IDAAS TERMS

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UBISECURE CLOUD SERVICE SUBSCRIPTION TERMS, UBISECURE CLOUD SERVICE  
LEVEL TERMS

## UBISECURE CLOUD SERVICE SUBSCRIPTION TERMS

## 1. Scope of the UBISECURE Cloud Service Subscription Terms

These **Ubisecure Cloud Service Subscription Terms** (the "Terms") apply to the provision of a subscription to certain Software Product Cloud Services granted by the Ubisecure to the Customer.

## 2. Definitions

### "Agreement"

means the Agreement Relating to the Delivery of Ubisecure Software Product Cloud Services or certain Cloud Service Packs and the appendices attached and referred thereto, including these Terms.

**"Cloud Service" or "Service"** means the Ubisecure Software Product based Service(s) defined in and covered by the Agreement. In addition, Cloud Service shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Cloud Service, as well as any documentation that has been provided to the Customer in connection with the Cloud Service.

**"Service Pack"** means the Ubisecure Software Product based Service Pack(s) defined in and covered by the Agreement. In addition, The Ubisecure Cloud Service consists of several different Service Packs, each containing certain defined functionalities. Cloud Service Pack shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Cloud Service, as well as any documentation that has been provided to the Customer in connection with the Cloud Service.

**"Integration Software Modules" or "Licensed Software"** means the Ubisecure Software Product(s) defined in and covered by the Agreement. In addition, Software means the service integration software modules that can be used in conjunction with the server-based Software and the Cloud Service in order to make use the server-based Software in an Application. In addition, Software shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Software, as well as any documentation that has been provided to the Customer in connection with the Software.

**"API"** means application programming interface.

**"Use Cloud Service"** means deploying, utilizing by means of API or otherwise making use or enable usage of the Cloud Service or a Cloud Service Pack in conjunction with other software, computer system, data or information; in any evaluation environment, information service, commercial or non-commercial installation or other usage environment.

**"Install"** means placing the Software on a computer's hard disk or other secondary storage device.

**"Use software"** means (i) executing or loading the Software into computer RAM or other primary memory, and

(ii) copying the Software for archival or emergency restart purposes.

**"Deploy"** means installing or otherwise making use of the Service or Software in conjunction with an Application.

**"Implement"** means installing, deploying or otherwise making use or enable usage of the Service or Software in conjunction with other cloud service, software, computer system, data or information; in any evaluation environment, information service, commercial or non-commercial installation or other usage environment.

**"Application"** means installing, implementing, deploying or otherwise using the Service or Software in one or several CPU or cloud platform in conjunction with other cloud service, software, computer system, data or information; in any evaluation environment, information system or service; in any commercial or non-commercial installation; and there performing a task for which the Software is designed for or for which it otherwise performs results.

**"Territory"** means the geographic area defined in the Agreement. If no Territory has been defined, the Territory shall be worldwide.

## 3. Service provisioning

Ubisecure provides Cloud Service from Ubisecure owned or leased data center space. Ubisecure defines the services' network and systems architecture, hardware and software requirements. Ubisecure may access Customer's services environment to perform the Cloud Services including the provision of service support.

## 4. Provisioning of Subscribed Services and Access to the Services

Ubisecure will make the Services available to Customer pursuant and substantially in accordance to Agreement, where Customer and Ubisecure agree about the subscription-based Ubisecure's provisioning of the Cloud Service to Customer according to these Terms.

Customer may access the Cloud Service via the online Ubisecure Admin Console user interface, or via an Ubisecure-provided API. Ubisecure may modify its control panel or APIs at any time, or may transition to new API's to the extent such modifications do not materially impair Customer's ability to use Cloud Services. Customer's use of any code or Software Integration Modules or SDK (Software Development Kit) Customer download from the Ubisecure website is governed by the license terms included with the code in the file named "LICENSE" or like caption. If no license terms are included with the code, then the Ubisecure General Software License Terms available from Ubisecure apply.

## 5. Service level agreements

Cloud Service Level Agreement is available in a separate document. The terms there are incorporated herein by reference as to the applicable Cloud Service.

## 6. Intellectual Property Rights

All title and right including without limitation the copyright and other intellectual property rights to the Software and the Cloud Service shall belong to and remain by Ubisecure. Any copying, distributing or other use of the Software or the Cloud Service to any wider extent than expressly permitted by this Agreement or mandatory applicable law shall be prohibited. The Customer shall not and may not modify, create derivative works of, transfer, rent, lease, sublicense or reverse engineer, decompile or disassemble the Software or the Cloud Service unless, and only to the extent, expressly permitted by this Agreement or by applicable mandatory law. Any rights not expressly granted shall be reserved and no implied licenses regarding the Software or the Cloud Service shall be granted.

## 7. Grant of License to use Service Integration Software Modules

Subject to the terms and conditions below Ubisecure grants to the Customer and the Customer accepts the following non-exclusive, non-transferable license that is valid within the Territory:

Pursuant to Agreement where Customer and Ubisecure agree about the subscription-based Ubisecure's provisioning of the Cloud Service, Customer shall for Cloud Service integration purposes have the right to use the Integration Software Modules in object code form in accordance with this Agreement and the documents to which it refers. The Integration Software Modules may only be installed to and used in the operating environment that has been approved by Ubisecure. The Customer shall have the right to use the Integration Software Modules in accordance with and within the extent of the normal and designed functions of the Integration Software Modules. The license shall cover also the parent companies and subsidiaries of the Customer.

If the Licensed Software includes software whose rights belong to a third party, Ubisecure shall only grant the Customer such rights that Ubisecure is entitled to grant on the basis of the rights granted to Ubisecure by the third party. Ubisecure shall upon the request of the Customer list the third party software that (if any) is included in the Licensed Software.

If nothing else has been agreed on, the license shall entitle the Customer to use the Licensed Software on object code form on a single server or in a Cloud-Based server platform.

## 8. Scope of Subscribed Services

The Ubisecure Cloud Service Subscription shall entitle Customer to deploy the Cloud Services using the Subscribed Cloud Service Pack and the Licensed Software on a single server or cloud-based server for one (1) application in Internet, intranet or extranet installations for the same customer organization (company).

Additional Deployment Fee shall entitle the Customer to deploy the Cloud Services using the Subscribed Cloud Service Pack and the Licensed Software Integration Modules on object code form on a single server for one (1) additional application in Internet, intranet or extranet installations for the same customer organization (company).

Licenses for external Internet services for which the subscribed and deployed Cloud Service Pack provides its services, are considered in the same way as for a single customer organization (company).

Customer shall be entitled to make one back-up copy of the Service Integration Software Modules or Licensed Software. Any such copy shall in all respects be subject to the terms and conditions of this agreement and shall be deemed to form part of the Licensed Software.

## 9. Prices and terms of payment

In consideration for the subscription granted by these Terms, the Customer shall pay Ubisecure the prices set forth in the Agreement. If there is no price specified, then the prices of Ubisecure's tenable price list shall be applied.

All prices are exclusive of value added tax and/or other similar sales taxes, which will be added to the prices in accordance with applicable legislation.

Customer shall pay all prices on the basis of an invoice by Ubisecure. The terms of payment shall be fourteen days (14) from the date of invoice. An annual penal interest of eleven percent (11%) shall be applied to late payments.

Periodical fees (monthly, quarterly, half-year or annual) shall be invoiced for agreed periods and in accordance with agreed schedule of payment. If no schedule has been agreed on, periodical prices shall be invoiced monthly after the effective date of this agreement.

Fixed prices shall be invoiced in agreed installments and in accordance with agreed schedule of payment. If no schedule has been agreed on, fixed prices shall be invoiced in one installment after the effective date of the Agreement.

Prices that are based on the work that has been carried out shall be charged at the end of agreed billing period for the work that has been carried out during the respective billing period. The invoice period shall be fourteen days (14) if nothing else has been agreed on.

Any other possible costs will be billed immediately as they arise, if nothing else has been agreed on.

Ubisecure shall have the right to change the prices under the Agreement by giving Customer a notice thereof at least ninety days (90) in advance. If Customer does not accept the alteration, Customer may terminate this agreement on the date preceding the effective date of the change, by giving Ubisecure a written notice thereof at least thirty days (30) in advance. If Customer fails to give Ubisecure said notice, the change of prices shall become effective in accordance with the original notice.

Licensor will apply indexation to the prices on each renewal.

The Customer shall keep and maintain full, true and accurate records containing all data reasonably required for verification of the Customer's compliance with the terms relating to prices and terms of payment of this Agreement.

## 10. Trademarks

Customer agrees not to use the Trademarks for any purposes other than those expressly provided for by Ubisecure.

Customer agrees not to register or otherwise obtain any Trademarks or any similar marks in any jurisdiction.

Customer shall not remove or modify any Trademarks visible on any Software or in any Deliverables provided by Ubisecure. If Customer has the right to make copies of the Deliverables, Customer shall also reproduce the Trademarks to such copies.

The Customer may include – subject to Customer's discretion include the copyright notice, "<Product name> <version> Copyright © Ubisecure Solutions, Inc.", in minimum 5 pt font size and visible color in the authentication page(s) that prompts users for authentication.

The "About"-text in the application may also– subject to Customer's discretion include the copyright notice "<Product name> <version> Copyright © Ubisecure Solutions, Inc.", as well as the Ubisecure web-link [www.ubisecure.com](http://www.ubisecure.com).

## 11. Suspension

Ubisecure may suspend the Services without liability if: (i) Ubisecure reasonably believes that the Cloud Services are being used (or have been or will be used) in violation of the Agreement, (ii) we discover that Customer is, or is affiliated in any manner with, a person who has used similar services abusively in the past; (iii) Customer doesn't cooperate with Ubisecure's reasonable investigation of any suspected violation of the Agreement; (iv) Ubisecure reasonably believes that the Services have been accessed or manipulated by a third party without Customer's consent, (v) Ubisecure reasonably believes that suspension of the Services is necessary to protect Ubisecure's network or Ubisecure's other customers, (vi) a payment for the Services is overdue, or (vii) suspension is required by law. Ubisecure will give Customer reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless Ubisecure determine, in Ubisecure's reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Ubisecure or our other customers from imminent and significant operational or security risk.

If the suspension was based on Customer's breach of Customer's obligations under the Agreement, then Ubisecure may continue to charge Customer the fees for the Services during the suspension, and may charge Customer a reasonable reinstatement fee upon reinstatement of the Services.

## 12. Term and Termination

The subscription and license granted by these Cloud Service Subscription Terms shall become effective when both parties have signed the Agreement ("Effective date"), if nothing else has been agreed on.

The term of the subscription and license granted by these Terms shall be a fixed period of 12 months. If neither party at least 3 months prior to the end of the said period serves the other party with a written notice of termination, the term shall be prolonged by new 12-month periods until either party at least 3 months prior to the end of such a period serves the other party with a written notice of termination.

Each party may terminate the license and the Agreement with immediate effect if the other party materially breaches its obligations under the Agreement and does not remedy such breach within thirty (30) days of the receipt of a written notice concerning the breach.

Each party may terminate the subscription and license and the Agreement with immediate effect if the other party is declared bankrupt or placed in liquidation or if it otherwise becomes apparent that the other party will commit a substantial breach of the Agreement and if the other party fails to give acceptable security for the proper fulfillment of its obligations under the Agreement.

Upon termination of the subscription, the subscription and license shall end and the Customer shall immediately discontinue use of the Licensed Software and within ten days (10) certify in writing to Ubisecure that all copies of the Licensed Software, in whole or in part, in any form, have either been returned to Ubisecure or destroyed in accordance with Ubisecure's instructions. Ubisecure shall have a reasonable opportunity to conduct an inspection of Customer's place of business to assure compliance with this provision.

The termination of the subscription or the License does not affect any provision in these Terms or in the Agreement, which by its nature or context is to operate even after termination.

If these Terms apply to more than one Service Pack or Software, then the termination of one license shall not terminate other Subscription(s) or Licenses. Upon the termination of the Agreement all subscriptions and licenses shall also terminate.

## 13. Intellectual property rights indemnity

Ubisecure represents and warrants that the Software does not infringe any third party copyright, patent or other intellectual property rights applicable in Finland or any other country nominated by Ubisecure. By definition the responsibility of Ubisecure in this context does not apply to any third party software that may be included in the Software.

Ubisecure will indemnify, defend and hold harmless the Customer at its own expense against any claims, actions, damages and costs (including but not being limited to attorneys' fees and costs) arising out of the breach of the foregoing warranty, provided that (1) the Customer notifies Ubisecure in writing within a reasonable time after being informed of such claim, and (2) Ubisecure is upon its request given control over the defense thereof and the Customer co-operates in the defense at Ubisecure's expense. The Customer will not agree to the settlement of any such claim, demand, action or suit prior to a judgment thereon without the prior written consent of Ubisecure.

If a claim, demand, suit or action alleging infringement is brought or Ubisecure believes one may be brought, Ubisecure shall have the option at its own expense to (1) modify the Software to avoid the allegation of infringement, while at the same time maintaining compliance of the Software with the specifications and other requirements of this agreement, or (2) obtain for the Customer at no cost to it a license to continue using and exploiting the Software in accordance with this agreement free of any liability or restriction.

This Section 13 sets out the entire liability of Ubisecure and Customer's sole remedy in case of any infringement of intellectual property rights.

## 14. Disclaimers

Ubisecure does not promise that the Cloud Service will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Customer Data, Confidential Information, and property. Ubisecure has no obligation to provide security other than as stated in this Agreement. Ubisecure disclaims any and all warranties not expressly stated in the Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Customer is solely responsible for the suitability of the service chosen, including the suitability as it relates to Customer's Data. The Services are provided AS IS, subject to any applicable Service Level Agreement (as described in Section 5 above). Any voluntary services Ubisecure may perform for Customer at Customer's request and without any additional charge are provided AS IS, including any services that are deemed Unsupported.

## 15. No Additional Warranties

The warranties relating to the licensed software in these license terms are in lieu of all other warranties and Ubisecure hereby disclaims all warranties, express or implied, other than those expressly stated in this agreement, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## 16. Limitation of liability

The total aggregate liability of Ubisecure under and in relation to the Agreement shall not exceed an amount equal to twenty percent (20%) of the fees (excluding VAT) paid by the Customer to Ubisecure during the six (6) months immediately preceding the event giving rise to liability.

Neither party shall be liable for any indirect, incidental, consequential, punitive or special losses or damages, or any loss of profit, loss of revenue, loss of business, or the loss, alteration, destruction or corruption of data, costs resulting from recreation of data or loss of goodwill or any for other damage that cannot be reasonably foreseen.

The limitations of liability set out in this Section 16 shall not apply to (i) damages caused by wilful misconduct or gross negligence, or (ii) to liability under Section 17 (Confidentiality).

## 17. Confidentiality

Confidential Information shall mean all and any information that a Party ("Disclosing Party") discloses to the other Party

("Receiving Party") and that is either indicated to be confidential by the Disclosing Party or by its nature is such that the Receiving Party knew or had reason to know it to be confidential.

The Receiving Party shall hold in confidence all Confidential Information acquired from the Disclosing Party and shall not to any extent disclose it to any third parties without a written permission from the Disclosing Party. Furthermore, the obligation of non-disclosure shall also apply to parent companies and affiliated companies of the Parties. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, software, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans. It is expressly stated that the Source Code of the Software is always Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not mean information (1) that has become part of a public domain or is otherwise public, or (2) that the Party received from a third party without any obligation of confidence or (3) has been independently developed or acquired by the Party without use of any Confidential Information or violating any provision of this Agreement.

Parties may use the disclosed Confidential Information only for the purposes and to the extent necessary for carrying out the obligations under these Terms. The Party shall not make any other or further use of disclosed Confidential Information without the written permission of the Disclosing Party.

The Parties shall limit the access to Confidential Information to those of its personnel to whom access is necessary for properly carrying out the obligations under this Agreement. When needed, the Receiving Party shall obtain written undertakings of confidentiality corresponding to these Terms from such persons.

Without prejudice to the generality of the foregoing, the Parties shall protect the Confidential Information at least with (i) the same degree of care and safety as it exercises in respect of its own confidential information and business secrets, but at the same time at least with (ii) reasonable degree of care and safety.

If the Party violates the obligations of confidentiality stated herein, the other Party shall be entitled to liquidated damages in the amount of 20 000 EUR regardless of the amount of its loss. In addition, the violated party shall be entitled to compensatory damages for the part of its loss that exceeds payable liquidated damages according to the statements above regarding Limitation of Liability.

Notwithstanding anything to the contrary in these Terms, the obligations regarding Confidential Information stated in these Terms shall apply for a period of five (5) years as of the date of the disclosure of the Confidential Information in question or any material containing Confidential Information.

## 18. Support and Maintenance of Software

Ubisecure may provide the Customer with support and maintenance services regarding the Software and Service as defined in such separate CLOUD 247365 SERVICE LEVEL Terms

thereof and the applicable Service Level Agreement (as described in Section 5 above).

## 19. Subcontractors

UbiSecure shall have the right to use Subcontractors or other third party to carry out the obligations of these Terms as long as UbiSecure remains responsible for all of its obligations under this Agreement.

Amazon Web Services EMEA SARL is a sub-processor for UbiSecure Cloud Services. The contracting entity is Amazon Web Services EMEA SARL wholly owned subsidiary of Amazon.com, Inc, which is subject to the laws of the Grand Duchy of Luxembourg with the courts in the district of Luxembourg City.

When the GDPR is applied to Customer use of the UbiSecure Cloud Services to process data, Customer shall accept AWS GDPR Data Processing Addendum ("DPA") and AWS Supplementary Addendum to the DPA.

## 20. General Provisions

**Entire Agreement:** These Terms together with the appendices attached to them and the Agreement, constitute the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter.

**Export Restrictions** Customer shall follow any and all export restrictions that have been imposed on the Software by the authorities of Finland or any other country from which a part of the delivery originates.

**Modifications:** Modifications and amendments to these Terms, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

**Notices:** All notices and other communications given in connection with this Service Subscription or the Software License shall be in writing.

**Contact Persons.** The Parties may name Contact Persons for the Service. The Contact Persons are responsible of the communication between the Parties. Any information sent to the other Party is considered properly communicated when sent to the appointed Contact Person. These Terms do not authorize the Contact Person to make any changes, nor will these Terms affect the rights of the Contact Person to represent the Party.

**No Agency:** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

**Assignment:** Neither party may assign or transfer the rights or obligations of this Agreement to a third party without a prior express written consent of the other party. Notwithstanding

the foregoing, UbiSecure may assign this agreement without the consent of the Customer party to its parent, subsidiary or affiliate company that existed on the effective date of the agreement, or in connection with the assignment of all UbiSecure's assets or a substantial part thereof.

**No waiver:** The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of such party thereafter to enforce any such provisions.

**Force Majeure.** Neither Party shall be liable to the other for any delay or non-performance of its obligations under the Agreement in the event and to the extent that such delay or non-performance is due to an impediment beyond the Party's control, and which the Party could not reasonably be expected to have taken into account at the time of the conclusion of the Terms and which the Party could not have avoided or overcome without unreasonable efforts or costs (*Force Majeure*). Such impediments include without limitation the breakdown of general traffic, payment transactions or communication lines. Strikes and other forms of industrial actions shall be considered *force majeure* even when a Party itself is a party to such action. The Party invoking a *force majeure* event referred to above shall be obliged to inform the other Party in writing and without undue delay of the occurrence of a *force majeure*, as well as of its termination. In case the duration of *force majeure* exceeds three (3) months or if the duration of that length seems imminent, both Parties shall be entitled to terminate the Agreement(s) to which the *force majeure* relates with immediate effect without the other Party having the right to claim damages.

**Applicable law.** The Agreement is governed by the laws of Finland. No choice of law rules or any jurisdiction shall apply.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland.

### ANNEXES

Annex 1: AWS GDPR Data Processing Addendum ("DPA")

(latest version available from <https://aws.amazon.com/service-terms/>)

Annex 2: AWS Supplementary Addendum

(latest version available from <https://aws.amazon.com/service-terms/>)



## UBISECURE CLOUD SERVICE LEVEL TERMS

## 1. Scope of Ubisecure Cloud Service Level Terms

These Terms for Software Cloud Service Level (the "Terms") apply to the provision of Services to Customer by Ubisecure with respect to certain Cloud Service as defined below.

All terms not defined in these Terms are defined in the Delivery Agreement, or in the Ubisecure Cloud Service Subscription Terms or in the Ubisecure Professional Services Terms, if applicable.

## 2. Definitions

### "Agreement"

means the Agreement Relating to the Delivery of Ubisecure Software Product Cloud Services or certain Cloud Service Packs and the appendices attached and referred thereto, including these Terms.

### "Normal Business Hours"

shall mean the hours between 09:00 and 17:00 [GMT +2] in Finland from Monday to Friday excluding Finnish national holidays

### "Service"

shall mean the Cloud Service Support service defined below in 'Contents of Service'.

**"Integration Software Modules or Licensed Software"** means the Ubisecure Software Product(s) defined in and covered by the Agreement. In addition, Software means the service integration software modules that can be used in conjunction with the server-based Software and the Cloud Service in order to make use the server-based Software in an Application. In addition, Software shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Software, as well as any documentation that has been provided to the Customer in connection with the Software

### "STANDARD Cloud Support Service Level"

means that Cloud Service Support based on Ubisecure Software and Service Qualified Level Competence work is offered and performed during Normal Business Hours (8/5) 9:00 – 17:00 GMT +2:00.

### "EXTENDED 24/7 Cloud Support Service Level"

means that Support and Maintenance work is offered and performed at all Hours (24/7) 0:00 – 24:00 twenty four hours per day with Ubisecure Software and Service Qualified Level Competence for critical indents only.

### "Ubisecure Software and Service Qualified Level Competence"

means that the support personnel has thorough knowledge of Ubisecure Software and Services even on product level and can perform high-level expert analysis and problem solving.

### "Support Email Address"

shall mean email address support@ubisecure.com

### "Phone Support Number"

shall mean the specific telephone number for Service.

### "Escalating a Critical Issue"

means that Customer calls Phone Support Number and defines Discrepancy Severity as Critical.

### "Maintained Service and Software"

shall mean the Ubisecure Cloud Services and Software Product(s) defined in and covered by the Agreement regarding which Cloud Service Support is provided by Ubisecure. In addition, Maintained Service and Software shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Software, as well as any documentation that has been provided to the Customer in connection with the Software. Furthermore, Maintained Service and Software shall mean any Maintenance Releases, Upgrades, updates, modifications and additions to Maintained Service and Software.

### "Incident"

shall mean an unplanned interruption to Service or a degradation to Service

### "Query"

shall mean a technical question about Maintained Service and Software. Query can be about features, functional implementation or best practices.

### "Correction"

means replacement distribution media or corrective code or documentation which rectifies a Discrepancy as described below. Ubisecure may, at its discretion, modify the end-user documentation to (i) remove inaccuracies in the documentation, or (ii) describe changes, modifications or improvements made to the Maintained Service and Software. 'Correction' includes, but is not limited to update data files and documentation.

### "Discrepancy"

means a defect in the distribution media I between the operation of the Maintained Service and Software and the description of the operation of the Maintained Service and Software as provided in current documentation provided for the Maintained Service and Software by Ubisecure.

### "New Software Version"

means a modification to the Maintained Software which provides functional or performance improvements to the Maintained Software. New Version(s) are recommended by Ubisecure to be upgraded by the Customers of the previous version of the Maintained Software. The release of a New Version shall always be at the sole discretion of Ubisecure. These Terms shall not entitle the Customer to obtain such New Versions or Software modules, which are subject to separate license agreements and license fees. For clarity, there shall be no separate license agreements and no separate fees for functionalities

which are improvements or enhancements to the present functionalities in the Service.

#### “Previous Software Version”

means the version of the Maintained Software which is the latest and the preceding version of Maintained Software until the New Version is released.

Ubisecure will provide prior notice at least 30 days before for upgrades and updates that involve service interruption.

#### “Discrepancy report”

shall mean the report sent by Customer to Ubisecure containing the following required background information for the Support Service (as specified in

<https://www.ubisecure.com/developers/support/>

- (i) Which Application server and version used;
- (ii) Which Internet Browser and version used;
- (iii) Any potentially interfering settings;
- (iv) Detailed description of the Discrepancy;
- (v) Instructions on how to reproduce the Discrepancy, if applicable;
- (vi) Screenshots of the Discrepancy, if applicable;
- (vii) Log files of the Discrepancy, if applicable;

Prior to contacting Service and submitting Discrepancy report, the Customer should: Check the Software documentation, Software release notes and Software online help or Knowledge Base for solved cases; and Verify whether the issue has been solved in newer New Version(s) than the one where Ubisecure has observed the Discrepancy in;

- (xii) The name of the primary contact (Single Point of Contact) in solving the Discrepancy; and the telephone (mobile and fixed) numbers as well as email address to this person.

#### “Discrepancy Severity”

shall mean the severity classification which is part of the Discrepancy report. Customer will define Discrepancy Severity for each issue reported to Ubisecure’s Support Service. Discrepancy Severities shall be divided into three (3) basic categories: Critical, High, Normal and Low. The definitions for these are;

- (i) **Critical**, has a major impact on the whole usability of the Software or stops the service from operating altogether in most or many cases;
- (ii) **High**, has an impact on the usability of the Software/Service or stops the service from operating in some or many cases.; It may affect the usability of the service for great number of users, but is not blocking them from the service altogether.; Operations can at least partly continue before requiring escalation.
- (iii) **Normal**, affects the usability of the service for a limited number of users, and usually is not blocking them from the service altogether; . Operations can continue before requiring escalation. A temporary workaround may be possible and is acceptable.

- (iii) **Low**, has no impact on the whole usability of the Software in production environment. No temporary workaround or other quick solving is required. Low support request is handled with low priority.

#### “Discrepancy Confirmation”

Ubisecure shall, after receiving the Discrepancy Report, inspect the Discrepancy and if confirmed as an actual Discrepancy, shall confirm the Discrepancy as well as its Severity Class to the Customer in writing by Email and thereafter will attempt to repair the Error without additional cost to the Customer.

#### “Phone Support”

means the Software Support provided to Customer after Customer has called Ubisecure’s Phone Support Number. Phone Support may be provided by Ubisecure to Customer using phone or email.

#### “Email Support”

means the Software Support provided to Customer using email after Customer has emailed Ubisecure’s Standard Support Email Address.

#### “First Response Time”

means the time elapsed from the Customer’s email to Standard Support Email Address; or call to Phone Support Number; or other support request submitted online to Ubisecure’s Support Facility through web; until Ubisecure’s Support Engineer will commence working on the case. It is not the expected resolution time.

#### “Rollout time”

means the time after sending the Discrepancy Confirmation, within which Licensor will apply indexation to the prices on each renewal. The indexation amount will not be higher than the annual change % of Finnish Consumer price index as listed on stat.fi.

Ubisecure agrees to deliver a fix for the Discrepancy.

#### “Knowledge Base”

means a comprehensive source for solving any support issues that the Customer may have before contacting Ubisecure’s Support Facility.

#### “Monthly Uptime”

means the total monthly uptime (%) of the Cloud Service. Monthly Uptime is defined as (1 - nonavailability). Nonavailability is defined as the complete loss of all functionality affecting all users on the platform.

### 3. Ubisecure Cloud Service and Maintenance

Ubisecure Cloud Operations performs changes to cloud infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Ubisecure Cloud Services. Ubisecure follows formal change management procedures to provide the necessary review, testing, and approval of changes prior to deployment in the Ubisecure Cloud Service environment.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and Customer specific changes where required. Ubisecure Cloud Change Management procedures are designed to minimize service interruption during implementation of changes.



For Customer-specific changes, where possible, Ubisecure will work to coordinate the maintenance periods with Customer. For changes that are expected to cause service interruption, Ubisecure will work to provide prior notice 30 days in advance of the anticipated impact.

The durations of the maintenance periods for planned maintenance (Planned Downtime) are not included in the calculation of Unplanned Downtime minutes in the measurement period for Monthly Uptime. Ubisecure uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

Planned maintenance is any pre-notified system outage communicated in advance to customer. Ubisecure will provide at least 7 days notice of maintenance windows with the exception of critical patches (security or otherwise) where Ubisecure will give as much notice as practical.

#### 4. Contents of Cloud Support Service

In return to full payments of the prices set forth in the Agreement, Ubisecure undertakes to provide to Customer the Service in accordance with these Terms.

Service shall mean the following service:

Ubisecure shall keep the Cloud Service available and remove any incidents according to service levels agreed in this Agreement.

Ubisecure shall analyze and remove the root causes of problems related to the Service and Software.

Ubisecure shall actively monitor the Service.

Ubisecure shall from time to time provide updates and upgrades and new Versions to the Software and Service.

Ubisecure shall communicate actively and proactively about detected incidents and problems and the progress of incident and problem management.

Ubisecure shall communicate actively and proactively in advance any changes related to the Software and Service.

Ubisecure shall actively manage and govern the Service.

Ubisecure shall provide regular reporting on the Service meeting good industry standards.

Support shall mean the following service:

a) Support Service meaning that Ubisecure will respond to reasonable support enquiries of Customer by electronic mail without additional cost. Reasonable support enquires includes at most forty-eight (48) working hours per year. Ubisecure's support staff are available via email to assistance or to receive Discrepancy Reports, during Normal Business Hours at Ubisecure's current email Support address.

Ubisecure has the right to allocate support request based on availability of staff. Support Service exceeding four (4) working hours per month will be charged separately according to Ubisecure's standard fees, if nothing else has separately been agreed. Provider grants Support Service for the Previous Version of Integration Software Modules and Software up to twelve (12) months from the date when the New Version has been released. Ubisecure shall not be obliged to provide any Support Service for:

(i) Discrepancies related or caused by use of the Software in a manner or form not defined or described in Documentation; or

(ii) Discrepancies regarding any functionality not directly related to the Cloud Service or Software; or

(iii) Discrepancies relating to products, applications and services not using the Software; or

(iv) Discrepancies related to or caused by a modification(s) made by any other party than Ubisecure; or

(v) Discrepancies related to problems caused by the installation of the Software Integration Module Product(s) on an unsupported platform; or

(vi) Discrepancies related to problems caused by third party products; or

(vii) Discrepancies related to damage or failure of the Product(s) due to or caused by or arising from Force Majeure.

However, also in the above cases Ubisecure shall provide guidance for the Customer.

The First Response Time goals regarding inspection and the Discrepancy Confirmation is as follows:

For STANDARD Cloud Support Level (8/5):

Severity Classification	First Response Time goal
Critical	2h during Normal Business Hours
High	4h during Normal Business Hours
Normal	8h during Normal Business Hours
Low	16h during Normal Business Hours

Severity Classification	Under Work
Critical	4h during Normal Business Hours
High	8h during Normal Business Hours
Normal	16h during Normal Business Hours
Low	In arriving order, by the best effort

For EXTENDED 24/7 Cloud Support Level:

Severity Classification	First Response Time goal
Critical	Immediately by phone call

Severity Classification	Under Work
Critical	1h 24/7/365

The above First Response Time Goal shall apply for Critical cases only provided that such a case is submitted by calling Phone Support. Ubisecure cannot guarantee that any or all of Customer's inquiries will be solved, that any response will be error free, or that any response time goals will be met. However, Ubisecure guarantees that all its available efforts will be put to solve any or all of Customer's inquiries; and further that any response is intended to be error free; and that all its available efforts will be put to meet response time goals.

b) Fixes to reported Discrepancy meaning that Ubisecure shall use reasonable efforts to provide on an as-needed basis at its discretion and best efforts a correction to the Discrepancy. Ubisecure will provide a notice to Customer notifying the Maintenance Releases of Service. Upon request, Ubisecure will deliver Maintenance Releases to the Service. Customer is responsible for disseminating the Maintenance Releases to end-users.

There may be a temporary Discrepancy Fix first and a Maintenance Release later. Ubisecure may also suggest a work-around for the Discrepancy as a temporary Discrepancy Fix, in case that it can be more easily achieved given requirements and the limited time to fix the Discrepancy.

c) New Version (hereinafter Upgrades) meaning that Ubisecure shall use reasonable efforts to from time to time provide Upgrades to the Service or Software at its discretion. Ubisecure will provide a notice to Customer notifying available Upgrades of Service Integration Software Modules or other Software.

When a New Version or Maintenance Releases or Upgrades of the Maintained Service Integration Software Modules or other Software are released by Ubisecure, Ubisecure shall notify the Customer thereof.

The Customer should agree to install and disseminate the Major Release version of the Maintained Service Integration Software Modules or other Software within twelve (12) months from the notice,

If the Customer decides to not install and disseminate the Major Release version of the Maintained Service Integration Software Modules or other Software within twelve (12) months from the notice, the Customer may choose to extend the Service by paying an increased fee +5% (five percent higher) the normal Service, whereby Ubisecure will grant an extension for the Service of the Maintained Service Integration Software Modules or other Software for the Previous Version of Software for a maximum of up to eighteen (18) months from the date when the Major Release version has been released.

If the Customer does not install and disseminate the Major Release version of the Maintained Software within six (6) months from the notice, or if the Customer has not paid the above stated +5% increased service fee for a maximum of up to eighteen (18) months from the date when the Major Release version has been notified, then Ubisecure shall have the right to terminate the Service.

The Parties explicitly agree that each New Version delivered to Ubisecure shall without further actions become part of Service under UBISECURE CLOUD SERVICE SUBSCRIPTION TERMS or Software under the UBISECURE GENERAL SOFTWARE LICENSE TERMS.

If Customer shall request Ubisecure to inspect Discrepancy where cause of Discrepancy relates to matters that are outside of the scope of Service, then Ubisecure shall charge Customer for these provided services, applying the prices for Professional Services in Ubisecure's tenable price list.

## 5. Support escalation matrix

Cloud Service Support process shall have an organizational escalation leverage matrix. The first (lowest) level is the Support Contact defined in Customer's and Ubisecure's organization respectively. The second level is the Technical Contact level, defined in both Customer's and Ubisecure's organization respectively. The third level is the Business Contact level (defined in Customer's and Ubisecure's organization respectively).

## 6. Reseller or System Integrator First level support

Reseller or System Integrator of the Maintained Service and Software, if any, will make available a Service Advisory function within his local support organization. The Reseller Advisory service will perform the following support Service tasks:

- to perform Proactive technical quality checks coordination with Customer. This includes interaction and delivery coordination with Ubisecure;
- to perform Reactive technical quality checks coordination with Customer. This includes interaction and delivery coordination with Ubisecure;
- to act as first escalation level enabling cause analysis in Discrepancy identification;
- to provide Ubisecure with Discrepancy report as described above in these Terms;
- to interact with Ubisecure's Support escalation matrix.

## 7. Obligation to inform

The Customer is required to provide Ubisecure with prior written notice of any performance testing to be conducted on the Ubisecure Cloud Service, including, but not limited to, tests that involve sending requests or queries to the service at a rate of 2 requests per second or more. Such notice must be provided at least 7 business days in advance and must include a detailed description of the testing methodology, objectives, and expected load. Ubisecure reserves the right to review and approve the test plan to ensure that the testing does not negatively impact the overall service performance or availability.

As third party software/service will be integrated with the Cloud Service and Maintained Service Integration Software Modules or other Software and as these integrations will affect Ubisecure's ability to provide the Service, Customer shall promptly inform Ubisecure of any known integration with the Cloud Service or Maintained Service Integration Software Modules or other Software. Information to be provided to Ubisecure by Customer is (i) Name of integrated

software/service (ii) Vendor or developer of the integrated software (iii) Version of the integrated software (iv) Time (e.g. Month) when the integration has been done.

The submitted information is used to verify license requirements, provide improved support and to assist the product development planning process. Ubisecure reserves the right to share information that a given 3rd party software has been integrated with Ubisecure Cloud Service and Software, while retaining privacy of the Customer.

## 8. Term and Termination

These Terms shall become effective when both parties have signed the Agreement ("Effective date").

The term of the Service shall be a fixed period of 12 months. If neither party at least 3 months prior to the end of the said period serves the other party with a written notice of termination, the term shall be prolonged by new 12-month periods until either party at least 3 months prior to the end of such a period serves the other party with a written notice of termination.

Each party may terminate the Service and the Agreement with immediate effect if the other party materially breaches its obligations under the Agreement and does not remedy such breach within thirty (30) days of the receipt of a written notice concerning the breach.

Each party may terminate the Service and the Agreement with immediate effect if the other party is declared bankrupt or placed in liquidation or if it otherwise becomes apparent that the other party will commit a substantial breach of the Agreement and if the other party fails to give acceptable security for the proper fulfillment of its obligations under the Agreement.

The termination of the service does not affect any provision in these Terms or in the Agreement which by its nature or context is to operate even after termination.

If these Terms apply to more than one Maintained Cloud Service Pack or Service Integration Software Modules or other Software, the termination of one Service shall not terminate other Service(s). Upon the termination of the Agreement all Services shall also terminate.

## 9. Prices, penalties and terms of payment

In consideration for the Cloud Service Support services provided by Ubisecure to Customer as defined in these Terms, Customer shall pay Ubisecure the prices set forth in the Agreement. If there is no price specified the prices of Ubisecure's tenable price list shall be applied.

If the parties separately agree that Service will be performed outside Normal Business Hours or following other special arrangements, the Customer shall pay Ubisecure the additional costs arising. If there is no price specified the prices for Professional Services Man-day of Ubisecure's tenable price list shall be applied.

All prices are exclusive of value added tax and/or other similar sales taxes, which will be added to the prices in accordance with applicable legislation.

Customer shall pay all prices on the basis of an invoice by Ubisecure. The terms of payment shall be fourteen days from the date of invoice. An annual penal interest of eleven per cent shall be applied to late payments.

Periodical fees (monthly, quarterly, half-year or annual) shall be invoiced for agreed periods and in accordance with agreed schedule of payment. If no schedule has been agreed on, periodical prices shall be invoiced monthly after the effective date of this agreement.

Fixed prices shall be invoiced in agreed installments and in accordance with agreed schedule of payment. If no schedule has been agreed on, fixed prices shall be invoiced in one installment after the effective date of this agreement.

Prices that are based on the work that has been carried out (hourly/daily prices) shall be charged at the end of agreed billing period for the work that has been carried out during the respective billing period. If nothing else has been agreed on the invoice period shall be one calendar month.

Any other possible costs will be billed immediately as they arise, if nothing else has been agreed on.

Customer is eligible for monthly credits when the Monthly Uptime Percentage drops below 99.95% in Customer's production environment, unless the downtime is caused by Customer's own actions, configurations, or failures, including but not limited to misconfigurations, exceeding allocated resource limits, or unauthorized modifications to the Service.

Monthly Uptime	Penalty Amount
> 99.9%, < 99.95%	10%
> 99.7%, < 99.9%	20%
> 95%, < 99.7%	30%
< 95%	50%

If Customer also uses other environments (staging, testing, development etc.), this credit will not be available in those environments.

Ubisecure shall have the right to change the prices under the Agreement by giving Customer a notice thereof at least ninety days (90) in advance. If Customer does not accept the alteration, Customer may terminate this agreement on the date preceding the effective date of the change, by giving Ubisecure a written notice thereof at least thirty days (30) in advance. If Customer fails to give Ubisecure said notice, the change of prices shall become effective in accordance with the original notice.

Licensors will apply indexation to the prices on each renewal.

## 10. General Provisions

**Modifications.** Modifications and amendments to these Terms, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both Parties.

**Notices.** All notices and other communications given in connection with these Terms shall be in writing.

**Contact Persons.** The Parties may name Contact Persons for the Service. The Contact Persons are responsible of the communication between the Parties. Any information sent to the other Party is

considered properly communicated when sent to the appointed Contact Person. These Terms do not authorize the Contact Person to make any changes, nor will these Terms affect the rights of the Contact Person to represent the Party.

**No Agency.** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the Parties.

**Assignment.** Neither party may assign or transfer the rights or obligations of these Terms to a third party without a prior express written consent of the other Party. Notwithstanding the foregoing, Ubisecure may assign these Terms without the consent of the Customer to its parent, subsidiary or affiliate company that existed on the effective date of the Terms, or in connection with the assignment of all Ubisecure's assets or a substantial part thereof.

**No waiver.** The failure of either party to enforce at any time any of the provisions of these Terms shall not be deemed to be a waiver of the right of such party thereafter to enforce any such provisions.

**Force Majeure.** Neither Party shall be liable to the other for any delay or non-performance of its obligations under the Terms in the event and to the extent that such delay or non-performance is due to an impediment beyond the Party's control, and which the Party could not reasonably be expected to have taken into account at the time of the conclusion of the Terms and which the Party could not have avoided or overcome without unreasonable efforts or costs (*Force Majeure*). Such impediments include without limitation the breakdown of general traffic, payment transactions or communication lines. Strikes and other forms of industrial actions shall be considered *force majeure* even when a Party itself is a party to such action. The Party invoking a *force majeure* event referred to above shall be obliged to inform the other Party in writing and without undue delay of the occurrence of a *force majeure*, as well as of its termination. In case the duration of *force majeure* exceeds three (3) months or if the duration of that length seems imminent, both Parties shall be entitled to terminate the Terms to which the *force majeure* relates with immediate effect without the other Party having the right to claim damages.

**Subcontractors.** Ubisecure shall have the right to use subcontractors to carry out the obligations of these Terms. Ubisecure is liable of the work of Subcontractors as if it was its own.

**Applicable law.** These Terms is governed by the laws of Finland. No choice of law rules or any jurisdiction shall apply.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland.