

GENERAL TERMS AND CONDITIONS FOR XREACH SOFTWARE SERVICE ("TERMS")

1 SCOPE OF THE TERMS; PARTIES

These Terms apply to Agreement(s) (defined in Section 2 of these Terms) on the provision of the XReach software service and related services by **Softability Oy** with Business ID 2199132-5 ("**Supplier**") to its customer ("**Customer**"). These Terms form an integral part of the Agreement. The Customer's purchase, procurement or other terms or conditions shall not apply to the Agreement, even if referred in or attached to the Customer's purchase order or other document submitted by the Customer. The Supplier and the Customer are also hereinafter referred to each as a "**Party**" and together as the "**Parties**".

2 DEFINITIONS

The following terms have the meanings assigned to them herein:

"**Agreement**" means an agreement in which the Parties agree on the provision of the Software Service and/or the Professional Services to the Customer, such as (i) a written agreement signed by the Parties, (ii) the Supplier's binding email or other electronic written offer accepted by the Customer or (iii) the Customer's email or other electronic or written order accepted by the Supplier e.g. by commencing the deliveries under these Terms.

"**Application Software**" means the application software licensed by the Supplier to the Customer based on the Agreement, which is accessible to Users in application store(s) (App Store or Google Play) and that is to be installed in each User's device. The definition of the Application Software includes any of its modifications, enhancements, fixes, new versions and releases that the Supplier may publish at any time in application store(s) or supplies to the Customer.

"**Controller**" means the legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"**Customer Data**" means the content, photos, videos, text, data and/or any other data submitted by the Customer or any User to the Software Service, including but not limited to any Personal Data included in such content, photos, videos, data and/or data.

"**Confidential Information**" means information of the other Party that is marked as confidential or that should be reasonably understood to be confidential.

"**Documentation**" usage instructions, user manuals and other written or electronic documentation delivered by the Supplier to the Customer or that is accessible through the Software Service, but excluding any and all marketing materials.

"**Error**" means an error in the Software Service which causes the Software Service not to be available for the Customer at the Supplier's data center's outer perimeter by not functioning at all or by not functioning materially as set out in the Software Service description Documentation, excluding the service breaks set out in Section 6 of the Terms.

"**Initial Term**" is defined in Section 13 of the Terms.

"**Intellectual Property Rights**" means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, database rights,

rights related to copyrights and any other intellectual and industrial property rights, whether registered or not, and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties.

"**Laws**" means mandatory laws in force from time to time in Finland relating to the protection of Personal Data and the Processing, including but not limited to the EU General Data Protection Regulation 2016/679 ("GDPR").

"**Maximum Support Hours**" is defined in Section 7 of the Terms.

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") which information is Processed under the Agreement on behalf of the Customer. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" means a legal person, public authority, agency or other body, which Processes the Personal Data on behalf of the Controller.

"**Professional Service(s)**" means the professional services agreed to be performed by the Supplier to the Customer, such as deployment, integration, configuration, customization, consultation, additional support service and/or training service.

"**Service(s)**" means the Professional Services and/or the Support Service.

"**Service Hours**" means Finnish business hours Monday to Friday 09 a.m.-5 p.m., excluding national holidays in Finland.

"**Software Service**" means the XReach software as a service delivered via data networks. The definition of the Software Service includes any of its modifications, enhancements, fixes, new versions and releases that are taken into production use by the Supplier from time to time.

"**Support Service**" means the Supplier's Help Desk services, as defined in Section 7 of the Terms.

"**Ticketing System**" is part of the Software Service and it means access by Users to a User-built database that includes Customer Data and some guidance for use of the Software Service. The Users may e.g. search photos or videos [or any other content] submitted by Users regarding certain User related use cases or locations.

"**User**" means the Customer's (i) employees and other representatives such as directors and (ii)

service providers' and other cooperating partners' employees and representatives who use the Software Service and the Application Software only on behalf of and for the benefit of the Customer.

3 GENERAL TERMS AND CERTAIN DUTIES

3.1 Each Party shall contribute to the provision of the Services with respect to factors under the command or control of the Party.

3.2 The Customer shall, at its own expense, acquire the devices, connections, data transfer services, hardware, software and information security services that are required for its use of the Software Service and Application Software and for the remote connection with the Services, according to the compatibility requirements set by the Supplier from time to time. At the point of time of the last update of the Terms, the Software Service and the Application Software are compatible only with:

- (a) iOS and Android mobile operating systems with versions: iOS version minimum 8.0 and Android version minimum 5.1;
- (b) following web browsers: Chrome (Windows 72.0.3626.97, macOS 72.0.3626.97, Linux 72.0.3626.97, Android 72.0.3626.96, iOS 72.0.3626.74) and Firefox 65.0;
- (c) wearable devices i.e. smart glasses according to Agreement;

3.3 The Services are performed remotely. Any possible on-site Services shall be agreed between the Parties in writing and are subject to a separate charge in accordance with the Supplier's then-current on-site Service prices.

4 TERMS OF USE

4.1 Subject to the Customer's payment of the prices payable based on the Agreement, the Customer is granted a non-exclusive, non-transferable and non-sublicensable right, during the term of the Agreement, to:

- (a) allow the Users to use the Software Service during the term of the Agreement in the Customer's internal use in accordance with the Documentation and the Agreement; and
- (b) allow the Users to install the Application Software on mobile devices held by Users and allow the Users to use the Application Software only for the purpose of using the Software Service in accordance with these Terms; and
- (c) allow the Users to use the Documentation only for the purpose of using the Software Service in accordance with these Terms.

4.2 The Application Software or the Software Service may not be used for Users' private household use and no licenses are granted for the use by consumers.

4.3 Except as explicitly permitted in these Terms, the Customer may not use the Software Service, the Application Software or the Documentation to offer services to any third party or otherwise transfer the Software Service, the Application Software or the Documentation or allow access to the Software Service, the Application Software or the Documentation to any third party or allow any third party to benefit from the Software Service, the Application Software or the Documentation. There are no implied licenses.

4.4 The Customer or Users may not use the Software Service or the Application Software for high risk activities such as in the operation of nuclear facilities, life support systems, emergency communications, air traffic control, aircraft navigation or communication systems, air traffic control, operation of vehicles, operation of factories or similar units, occupational safety and health, or any other such activities in which the use or failure of the Software Service or the Application Software could lead to death, personal injury or physical or environmental damage.

4.5 Users shall maintain their user names and passwords diligently and the user names and passwords may not be disclosed to third parties. The Customer is responsible for the use of the Software Service or the Application Software when Users' user names and passwords are used. Only high-quality passwords may be used according to industry standards.

4.6 The Customer or Users may not:

- (a) repair or otherwise modify the Documentation, the Software Service or the Application Software;
- (b) disassemble, decompile, disassemble or reverse engineer or otherwise attempt to derive the source code from the Software Service or the Application Software;
- (c) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality in the the Software Service or the Application Software;
- (d) use the Software Service or the Application Software to access, copy, transfer, transcode or retransmit content in violation of any law or third-party rights; or
- (e) remove, obscure, or alter the Supplier's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Software Service, the Application Software or the Documentation.

5 CUSTOMER DATA

5.1 The Customer warrants that:

- (a) the Customer retains control on what types of Customer Data is submitted the Software Service;
- (b) the Supplier and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement;
- (c) the Customer makes sure that no patient data, data related to social security clients or military data is ever submitted to or processed with the Software Service; and
- (d) the Customer trains the Users in the collection and submission of the Customer Data to the Software Service so that it is ensured that only lawful data is submitted and that for example third parties' trade secrets or data violating third parties' privacy are not submitted.

5.2 The Customer understands and agrees that the Application Software has access to and uses photo galleries of the Users' mobile devices.

5.3 During the term of the Agreement, the Supplier has a free of charge right to store and use the Customer Data for the purpose of the development of the Software Service, the Application Software, the Services and the Documentation.

5.4 During and after the term of the Agreement, the Supplier has a permanent, non-revocable, transferable, sublicensable and free of charge right to store and use the Customer Data for the purpose of

the development of the Software Service, the Application Software, the Services and the Documentation, only in a form that no individual person's or Customer's identity can be identified from such statistical form of Customer Data. Therefore, for example no Personal Data can be processed.

6 PROVISION OF SOFTWARE SERVICE

- 6.1 The Supplier may suspend the provision of or access to the Software Service:
- (a) if it is necessary e.g. for the purposes of installation, change or maintenance work, or
 - (b) due to interruption in public networks, security risks, problems in electricity supply, if required by law or an order by an authority, if the Supplier suspects misuse of the Software Service or breach of the Terms.
- 6.2 If the suspension is due to a service break planned by the Supplier, the Supplier informs, where reasonably possible, the Customer of the suspension in advance. The Supplier will inform the Customer of other suspensions, where reasonably possible, without delay after the Supplier has received information about the cause of the suspension. The notices may be made in the user interface of the Software Service or in other electronic form.

7 SUPPORT SERVICE

- 7.1 The Software Service includes maximum of [two (2)] hours of Support Service as described in this Section during a calendar month ("Maximum Support Hours"). As part of the Support Service, Users may report Errors to Supplier's Help Desk addresses and/or telephone numbers informed by Supplier. The Help Desk will serve during the Service Hours.
- 7.2 The Supplier can use commercially reasonable efforts to investigate and, if found necessary by the Supplier, to correct reported Errors after the receipt from Customer of sufficient information regarding the Error. The Supplier will perform investigation and correction efforts during the Service Hours. The Supplier cannot, however, warrant that Errors can or will be corrected or that Errors can or will be corrected within a certain time period. The Supplier may prioritize the investigation and correction of different Errors taking into account their severity and effect, as estimated by Supplier, or in accordance with mutually agreed possible Service Level Schedule attached to the Agreement.
- 7.3 The Support Service does not cover correction of Errors and the Supplier is not be liable for Errors: (a) that are caused by faulty use; (b) that are caused by failure to follow the terms of the Agreement or usage instructions; (c) that are caused by a modification or repair performed by anyone else than the Supplier; (d) that are caused by any device, system, product or service not provided by the Supplier or for any changes in the same; (e) that are caused by faulty Customer Data; (f) that are caused by faulty QR or other codes; and (e) in the Ticketing System.
- 7.4 The Ticketing System is provided AS IS and the Supplier is not liable for Errors that are caused by the Ticketing System.
- 7.5 For the avoidance of doubt, the Support Service does not include consultation or other Professional Services but they are priced separately.

8 ACCEPTANCE

The provision of the Services is deemed accepted in case: (i) the Customer does not report deviations

from the written specifications of the Service to the Supplier within fourteen (14) days from provision of the Service, (ii) the Customer notifies it has accepted the Service, (iii) the Supplier has corrected the deviations from the written specifications of the Service reported by the Customer during such time period, or (iv) the result of the Service in question is taken into use, whichever of these (i through iv) is the earliest.

9 INTELLECTUAL PROPERTY RIGHTS

Title and any and all Intellectual Property Rights in and to the Software Service, the Application Software, the Documentation and results of the Services, and any copies, modifications, translations, amendments and derivatives thereof are and shall belong to the Supplier or its licensors. Only the Supplier may amend and further transfer said rights.

10 PRICES AND PAYMENT

10.1 Prices

- 10.1.1 The prices payable by the Customer for the Services are agreed in the Agreement.
- 10.1.2 If, however some prices are not agreed in the Agreement, those prices are in accordance with the Supplier's price list as amended by the Supplier from time to time.
- 10.1.3 Effective earliest after the expiry of the Initial Period, the Supplier may amend the prices agreed in the Agreement by notifying the Customer thereof latest six (6) months prior to the amendment.

10.2 Invoicing and Payment

- 10.2.1 If not otherwise agreed in the Agreement, the prices are invoiced:
- (a) recurring prices, such as monthly, quarterly or annual Software Service fee, in advance of the invoicing period; and
 - (b) other prices monthly afterwards.
- 10.2.2 Invoices are payable within fourteen (14) days from the date of the invoice. The Supplier may suspend its deliveries to the Customer and/or the Customer's access to the Software Service in the event that the Customer has delayed in making any payment despite of a payment reminder. The Customer shall pay interest on delayed payments in accordance with the Finnish Interest Act.

10.3 Taxes and Expenses

- 10.3.1 Relating to the payments to be made by the Customer to the Supplier based on the Agreement, value added tax, duties, levies and other taxes and governmental charges are borne by the Customer and added to the prices. This shall not however apply to the income tax payable by the Supplier for its income.
- 10.3.2 The Supplier may charge the Customer for travel and accommodation expenses and daily allowances accrued to the Supplier from the performance of the Services if the Parties have agreed on performance of Services outside of the Supplier's offices.

11 CONFIDENTIALITY

- 11.1 A Party (i) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the

Agreement. The structure and user interfaces of the Software Service and the Application Software, and their underlying ideas and the Documentation are always the Supplier's Confidential Information. The Supplier may disclose the Customer's Confidential Information to its subcontractors for the fulfillment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar as herein.

- 11.2 The foregoing confidentiality and non-use obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party who, in the knowledge of the receiving Party, did not violate a confidentiality obligation when making the disclosure; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Unauthorized disclosures of Confidential Information that are caused by security breaches or unintentional leaks or other similar causes are not regarded as a breach of this confidentiality obligation. The Supplier shall have the right to utilize the general expertise, technical knowledge and skills that its and its subcontractors' personnel have learnt in conjunction with the Agreement. The Supplier has also a permanent, non-revocable, transferable, sublicensable and free of charge right to store and use for any and all purposes the suggestions, feedback and ideas given by the Customer regarding the Documentation, the Software Service, the Application Software and/or the Services.

12 LIABILITY

- 12.1 Except as otherwise expressly set out in these Terms, a Party shall have no liability for any: (i) indirect damages such as loss of profit, revenue or savings, or for damages payable to third parties, or (ii) loss or alteration of data or for any damages incurred as a result thereof, or for cover purchase.
- 12.2 If the Supplier according to the Agreement (such as based on a Service Level Schedule attached to the Agreement) pays any service credit or other compensation based on the failure to meet a contracted service level, such compensation shall be the sole and exclusive remedy of the Customer for such failure and the issues leading to such failure.
- 12.3 The Supplier's aggregate maximum liability arising out of or related to the Agreement for any and all causes of action occurred during any calendar month, and including the amounts of possible price returns, price reductions and service level credits, shall not exceed the amount of the Software Service fee (without value added tax and other governmental charges) paid by the Customer to the Supplier for the said calendar month.
- 12.4 No action, regardless of form, may be brought by the Customer against the Supplier more than six (6) months after the cause of action has arisen.
- 12.5 The limitations of liability shall not apply to damages caused by gross negligence or intentional act or to breaches of license terms, terms of use or the Section "Confidentiality".

13 TERM AND TERMINATION

13.1 Term

- 13.1.1 The Agreement will remain in force initially for thirty-six (36) months ("**Initial Term**") after which it will continue to be in force for an indefinite time, unless terminated by either Party by a written notice given latest six (6) months prior to the end of the Initial Term. If such termination notice is given, the Agreement terminates at the end of the Initial Term.

- 13.1.2 If the Agreement continues to be in force after the Initial Term, either Party may terminate the Agreement by a written at least six (6) months' notice to the other Party. Such notice may be given at the first time on the day following the expiry of the Initial Term.

13.2 Termination for Cause

Either Party may terminate the Agreement with immediate effect by giving the other Party a written notice if:

- (a) the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach; or
- (b) the other Party is declared bankrupt, placed into liquidation or its financial situation has otherwise materially deteriorated, so that it becomes evident that the other Party will not be able to fulfill its obligations under the Agreement.

13.3 Effects of Termination

Prior to the termination of the Agreement on the Customer's request, the Supplier shall reasonably contribute in the transition of the Customer Data in the possession of the Supplier to the Customer or a third party designated by the Customer. The Customer shall request such Professional Services from the Supplier in good time prior to the date that the Agreement terminates. Unless otherwise agreed in writing, this obligation to contribute is valid during the term of the Agreement. The Customer shall pay for such Professional Services according to the Supplier's valid price list. As a condition for such Professional Services, the Supplier is entitled to demand that (i) the Customer pays all amounts due to the Supplier, (ii) the Customer provides to the Supplier a guarantee acceptable to the Supplier to guarantee further payments and/or (iii) the Customer pays an advance payment for such Professional Services. The Customer shall pay to the Supplier also the Supplier's expenses if it is agreed that the Supplier stores the Customer Data after the term of the Agreement. The Supplier may continue to store the Customer Data if required by laws or regulations.

14 PERSONAL DATA

- 14.1 The Customer warrants that the Supplier and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement.
- 14.2 The types of Personal Data and categories of the Data Subjects of the Personal Data that can be Processed by the Supplier on behalf of the Customer based on the Agreement are specified in the Agreement.
- 14.3 The Supplier and any person acting under the authority of the Supplier, who has access to the Personal Data, may Process the Personal Data only on documented instructions from the Customer, unless

- required to do so by EU or EU member state law to which the Supplier is subject. In such a case, the Supplier shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions are hereby given by the Customer to the Supplier and include and are limited to: the Customer gives the Supplier instructions to Process the Personal Data in order for the Supplier and its subcontractors to provide the Software Service to the Customer in accordance with the Software Service description of the Supplier as amended by the Supplier from time to time and to provide the Services. If the Customer desires to amend the documented instructions or give new documented instructions to the Supplier, the amended and new instructions are subject to the Supplier's written consent (not withheld unreasonably) and may be priced in accordance with the Supplier's price list.
- 14.4 The Supplier shall:
- (a) ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (b) in accordance with the Supplier's price list, taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in the Laws;
 - (c) in accordance with the Supplier's price list, assist the Customer in ensuring compliance with the obligations pursuant to the Laws, in the performance of data protection impact assessments and consultations with the supervisory authorities as required pursuant to the Laws;
 - (d) in accordance with the Supplier's price list, as requested by the Customer in writing, delete or return all Personal Data to the Customer after the end of the provision of the Software Service relating to the Processing, and delete existing copies unless EU or EU member state law requires storage of the Personal Data; and
 - (e) in accordance with the Supplier's price list, make available to the Customer information necessary to demonstrate compliance with the obligations laid down in the Laws and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. The Supplier shall inform the Customer if, in its opinion, the Customer's instruction infringes the Laws. The auditor may not be the Supplier's competitor and the Parties shall agree on the timing of the audit in good time advance. The information regarding the Supplier's operations learnt during the audits are the Supplier's trade secrets, and the audit may not reveal the Supplier's other clients' information to the auditor. The Customer is liable for the auditor's compliance with the confidentiality and other terms of the Agreement.
- 14.5 If the Supplier engages a sub-Processor for carrying out specific Processing activities, the Supplier shall impose the same data protection obligations as set out in these Terms by way of a written contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of these Terms.
- 14.6 The Customer acts as the Controller in relation to all Personal Data. The Customer is (among other things) liable for the correctness of the Personal Data and the lawfulness of the Processing of the Personal Data and for other duties and liabilities of the Controller.
- 14.7 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Customer and the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with the Laws, including inter alia as appropriate: (a) in accordance with the Supplier's price list and as agreed by the Parties, the pseudonymisation and encryption of the Personal Data, (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
- 14.8 The Supplier shall notify the Customer without undue delay after becoming aware of a Personal Data Breach. The Supplier shall in accordance with the Supplier's price list, assist the Customer in ensuring compliance with the the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to the Supplier.
- 14.9 The Supplier and its subcontractors might transfer the Personal Data to countries outside the European Economic Area (EEA) and European Union (EU) ("**Third Country**") for the purposes set out in these Terms. The legal basis for the transfer of the Personal Data to Third Countries is the Supplier's or its subcontractors' Binding Corporate Rules, European Commission's Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries, the EU-U.S. Privacy Shield Framework, alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under EU data protection laws) or other legal basis.
- 14.10 Also, the Customer or a User might use the Software Service in Third Countries or a User might contact the Supplier in Service matters from locations in Third Countries. In such situations, it is deemed that the Customer has consented to the transfer of the relevant Personal Data to Third Countries.
- 14.11 The Customer indemnifies and holds the Supplier and its subcontractors harmless from and against any and all direct and indirect damages and expenses (including reasonable attorneys' fees) arising out of any claim, demand or suit by any third party arising out of or relating to the Personal Data used by the Supplier and/or its subcontractors based on the Agreement.
- 14.12 The Customer understands and agrees that certain Personal Data of the Customer's internal users relating to the contractual relationship between the Customer and the Supplier are governed by the Supplier's respective customer privacy policy and the Supplier is the Controller of such Personal Data and might be allowed to store and otherwise Process such

Personal Data also after the term of the Agreement, for example if the Personal Data in question is necessary for the establishment, exercise or defence of legal claims.

15 MISCELLANEOUS

15.1 Assignment and Subcontractors

Either Party may not assign the Agreement to a third party, without the prior written consent of the other Party. However, the Supplier may assign the Agreement without the consent of the Customer to a transferee, when assigning the ownership of the Supplier's business assets or part thereof, or to a Supplier's affiliate, and, for the avoidance of doubt, in merger or demerger. The Supplier may subcontract its duties. The Supplier shall be liable for the work of its subcontractors as for work of its own.

15.2 Recruitment Restriction

The Customer may not hire any employee or director of the Supplier or enter into any other agreement or other arrangement, whose purpose is to obtain the work contribution of such person, until twelve (12) months has passed from the earlier of (i) the termination or expiration of the Agreement or (ii) cessation of the person's employment or director relationship with the Supplier. In case of a breach of this recruitment restriction, the Customer shall pay to the Supplier as liquidated damages one hundred thousand (100.000) euros for each breach.

15.3 Survival

Upon termination of the Agreement, the provisions relating to title and Intellectual Property Rights, confidentiality, limitations of liability and this Section "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

15.4 Entire Agreement

The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, marketing materials and other communications between the Parties with respect to the subject matter hereof.

15.5 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in force. The invalid provision shall be amended by the Parties, and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

15.6 Waiver and Amendment

No change of the Agreement shall be binding unless made in writing and signed by duly authorized representatives of each Party. A failure by a Party to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

15.7 Force Majeure

A Party shall not be liable for delays, defects or damages caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences

of which he could not reasonably have avoided or overcome. Such events of force majeure shall include, without being limited to, natural disasters, breakdown of electricity or networks, security attacks, failures in Internet or other public networks or data traffic, strikes and other labor disputes or acts of government. A labor dispute shall be considered a force majeure event also when a Party is the target or a party to such an action. The force majeure events suffered by subcontractors are also be deemed as force majeure events.

15.8 Governing Law and Dispute Settlement

15.8.1 The Agreement shall be construed in accordance with the laws of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

15.8.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English. The arbitrator shall have at least a master's degree in law from a Finnish university and have experience in ICT related disputes. Notwithstanding the above, each Party shall be entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions in the Agreement and the Supplier may take legal actions concerning overdue payments, in any court of law.