

Happit – General Terms and Conditions

Software as a Service

These general terms of agreement ("**Contract**") are applied to Happit services ("**Services**") and their deployment and tailoring, delivered by TrainEngage Oy ("**Provider**") and installed to the environment of the purchasing party ("**Customer**"). The environment is specified in the Order Confirmation.

Matters regarding pricing, schedule and delivery are agreed upon in a separate order confirmation ("**Order Confirmation**"). Order confirmation and all its subcontracts define all configurations and changes for which the Provider is responsible.

Subtitles in the Contract are only directional and informative: they are not part of the contract and they are not to be used in interpreting the contract.

1. PURPOSE OF DELIVERY

The Provider delivers the Service, specified in Order Confirmation, to the Customer environment. Every coaching, training, communication and other services regarding the deployment of the Service are agreed upon separately. The delivery includes coaching, training, communications or other services and the tailoring of the Service only to the extent of what is specified in Agreements between parties. Only modules and features described in the Order Confirmation or its attachments are included in the Service, and only to the extent of what is specifically agreed on in the Order Confirmation.

2. PRICING AND TERMS OF PAYMENT

The price of the service and the terms of payment are defined on the Order Confirmation or its attachments. Unless specified otherwise, the Provider invoices licensing fees in advance payments in twelve-month periods after the order has been confirmed.

The Customer can change the extent of the Service or the number of users of the Service by contacting the Provider. Any changes that increase the price value of the Contract are invoiced at the time of ordering such changes.

Customer support, customization and other possible work ordered by the Customer is invoiced based on hours worked according to the Provider's hourly rates, unless a fixed price or some other rate has been agreed in the Order Confirmation or elsewhere.

All prices exclude VAT (VAT 0%). Payment condition is fourteen (14) days. Penalty interest is accrued according to the rules set by the Finnish Interest Act. The Provider reserves

the right to adjust prices due to general inflation or by the increase of prices of third party license providers. All price adjustments become effective automatically in three (3) months from the notification by the Provider to the Customer, unless specifically agreed otherwise.

3. CONFIGURATION, INSTALLATION AND TESTING

Only configurations that have been specifically agreed upon and documented are implemented to the Service. The price of the Service does not include any customer-specific changes, alterations or integrations to other services or systems after the initial configuration.

After the Provider has informed the Customer that the Service is ready for approval, Customer must perform acceptance testing within 14 days. Customer must immediately inform the Provider in writing of all found individual errors. Errors that do not substantially disturb the usage of the Service do not prevent the acceptance of the delivery. However, the Provider is still obliged to fix such errors without unnecessary delay. The delivery will be regarded as accepted if the Customer does not send a written notification about the errors or deficiencies that substantially disturb the usage of the Service within 14 days after the Provider has informed the Customer that the Service is now ready to be used by the Customer, or the Customer has taken the Service into production.

4. GENERAL RESPONSIBILITIES OF THE CUSTOMER

The Customer is liable for performing the tasks that the Customer is responsible for carefully and according to the Contract. The Customer is liable for all the information and instructions delivered to the Provider as well as making sure the Service is suitable for the Customer's purpose of use.

5. WARRANTY

The Provider will resolve, free of charge, all errors that disturb the use of the Service and the Customer has notified the Provider about within three (3) months after the Service has been accepted or taken into production. The resolving of the errors can also happen by bypassing the error or by providing the Customer with instructions on how to bypass the error, given that this can be done without substantial disadvantage to the Customer. The warranty of the Provider does not include resolving errors that are caused by using the Service against the Contract or instructions given by the Provider, or errors that have been caused by third-party products, solutions, changes or fixes, for which the Provider is not responsible. The warranty of the Provider covers only errors and it does not include, for instance, new features or changes to the system. After the Customer has accepted the delivery of the Service, the Contract does not include anything else than coaching, training, communication and other services

specified in this paragraph, unless otherwise has been agreed in the Order Confirmation.

6. LICENSE AND IMMATERIAL PROPERTY RIGHTS

Intellectual Property Rights (IPR) and all the other immaterial rights to the Service are the property of the Provider or Provider's subcontractors. On grounds of this Contract, the Customer has the right to use the Service and other material provided by the Provider in the agreed manner with as many users as the Customer and the Provider have agreed upon. The Customer does not have the right to sell or in any other way transfer the rights it has received because of this Contract. This Contract does not affect the rights of materials that the parties hand over to each other for the purpose of using the Service, or material or information the Customer transfers to the Service.

7. UPDATES AND CHANGES

From time to time, the Provider may make changes or fixes to the Service. The Service is offered through the Provider's environment, and therefore all changes are served simultaneously to all customers and the Customer cannot decline such changes. The Provider is not obliged to install or configure changes or fixes to the Customer's environment if it is not otherwise agreed in the terms concerning warranty in this Contract. The Provider will make their best effort to inform the contact person of the Customer about the changes beforehand.

8. SERVICE LEVEL

The Service is available 99,5 % of the time. Availability is calculated according to the following formula:

$$\frac{\text{minutes in the month} - \text{minutes of unavailability}}{\text{minutes in the month}}$$

If the service level is not reached, Customer is refunded 10 % of the monthly licensing fee per each 2 percentage units of missed availability. Monthly refund is a maximum of 50 % of the licensing fee.

Pre-announced maintenance breaks do not affect service availability. Repeated failure to provide the service level agreed upon is considered reasonable grounds for the Customer to terminate the Contract effective immediately.

The process of reporting the service level is specifically agreed on in the Order Confirmation or its attachments.

9. VALIDITY

The contract period is defined in the Order Confirmation. If the contract period has not been defined or the Service has been agreed to be delivered for the time being, each party has the right to terminate the Contract by the end of the

current billing period, which is twelve (12) months. However, the term of notice is always at least three (3) months. The termination of the Contract must be done in a written format to the Provider contact person either via email or paper mail.

In addition, the Provider has the right to stop offering the Service to the Customer immediately if the Provider regards that offering the Service to the Customer violates immaterial or other rights of a third-party, or if the third-party services or software necessary to produce the service are to be changed in a way that the Provider can't continue to offer the Service within reason. In this case, the Provider will refund those user licenses that were paid in advance during the current contract period.

Provided that the Customer terminates the Contract, the Customer is solely responsible for transferring the material and information saved in the Service to a location accessible by the Customer before the end of the term of notice.

10. FORCE MAJEURE

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably considered at the time of conclusion of the Contract and whose consequences the party could not reasonably have avoided or overcome. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action. A force majeure event suffered by a subcontractor of a party shall also be considered a force majeure event. The Provider is not responsible for delays or damages that are caused by the cloud service provider or issues caused by the cloud service.

11. LIMITATION OF LIABILITY

The parties are liable for direct damages caused by one party to the other if the damage has been caused intentionally or by negligence, and against the Contract. Neither party shall be liable for any indirect or consequential damage. The maximum liability for damages is in all cases 50 % of the total price of licensing fees invoiced during the last twelve (12) months.

The Provider ensures that components installed to Happit are tested according to best practices and that data owned by Customer and stored in Happit is controlled according to generally accepted practices.

12. CONFIDENTIALITY

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the Contract or

the Order Confirmation or its attachments. The confidentiality obligation shall, however, not apply to material or information, (i) which is generally available or otherwise public; (ii) which the receiving party has received from a third party without any obligation of confidentiality; (iii) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; (iv) which the receiving party has independently developed without using material or information received from the other party.

Each party shall promptly upon termination of the Contract, or when the party no longer needs the material or information in question for the purpose set out in the agreement, cease using confidential material and information received from the other party and upon request return or destroy the material including all copies thereof in a reliable manner. Each party shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

The Provider shall be entitled to use the professional skills and experience acquired in connection with the delivery. The Provider has the right to use the cooperation as a reference.

13. ASSIGNMENT OF THE CONTRACT

Neither party may assign the Contract, either wholly or in part, without the written consent of the other party, with the exception of the transfer of business operations. However, the parties have the right to assign the Contract to a company belonging, according the Finnish Accounting Act, to the same group of companies as the party.

14. APPLICABLE LAW AND DISPUTE SETTLEMENTS

The Contract shall be governed by the laws of Finland. Any dispute, controversy or claim arising out of or relating to the agreement, or the breach, termination or validity thereof shall be, if consensus cannot be reached through negotiation, finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. A dispute shall be resolved by a sole arbitrator.