

Service Terms

1. SCOPE AND RELEVANT PARTIES

These service terms (“Terms”) govern the use of Zoined analytics and reporting service (“Service”) operated by Zoined Oy (“Service Provider”). Each company using Service (“Customer”) enters into a prior agreement for the provision of Service (“Service Agreement”) either with Service Provider or a reseller authorized by Service Provider or its authorized customer (“Authorized Reseller”). Service Agreement defines Customer’s further rights and responsibilities with respect to the use of Service. Should the provisions of these Terms and those of Service Agreement contradict each other, the latter will be decisive.

2. DEFINITIONS

As used in these Terms:

“**Data**” means Customer’s data submitted to Service from the sources defined in Service Agreement.

“**Documentation**” means the operating and installation instructions as well as Service descriptions created by Service Provider and delivered to Customer by Service Provider and/or Authorized Reseller or included in Service.

“**Results**” means the analytics data produced by Service utilizing Data.

“**Service**” means the software service operated by Service Provider that is made accessible over communications networks and the use of which provides Customer Results.

“**Error**” means a reproducible failure or defect, due to which Service is not substantially functioning in the manner described in Documentation.

3. DELIVERY OF SERVICE

Service Provider makes Service available to Customer in accordance with these Terms and operates Service in accordance with the applicable laws.

Service is network dependent. Service may not be available during an interruption in the relevant communications network, maintenance or Error correction breaks and other times.

Service Provider may decide to interrupt or terminate

Customer’s access to Service and/or the use of Service for reasonable purposes, including without limitation the following:

- a) on account of installation, alteration or servicing measures;
- b) on account of an Error, a reparation of a device failure, a data security risk or disturbances in the distribution of electricity;
- c) due to legal or a regulatory requirement or due to Service Provider suspecting misuse of Service or Customer’s violation of these Terms; or
- d) due to Customer’s breach of the Service Agreement.

Service Provider reserves the right, at its sole discretion, to make changes in Service from time to time.

4. USER ACCOUNT

Customer needs a user account to be able to use Service. One or more user accounts will be created for Customer by Service Provider after conclusion of Service Agreement.

Customer is responsible for ensuring that the end-users authorized by Customer to use Customer’s user accounts store the relevant user names and passwords carefully and refrain from disclosing them to third parties. Customer is liable for all use of Service with Customer’s user accounts.

5. USE OF SERVICE

Customer is responsible for acquiring at its own cost the devices, connections and software that it needs for submitting Data to Service and accessing Service.

Customer agrees to comply with all applicable laws as well as provisions of these Terms and Service Agreement while using Service. Subject to such compliance, Customer has a non-exclusive, non-transferrable and revocable right to (i) submit Data to Service, (ii) access and use internally Service and Results, and (iii) receive and use Documentation internally in order to support the above-mentioned submission of Data as well as access and use of Service.

Customer has no right to submit data regarding third party business to Service for the purpose of offering resulting analytics data to third parties, unless separately permitted in writing by Service Provider.

Customer is responsible for ensuring that the end-users authorized by Customer to use Customer's user accounts are aware of and comply with these Terms.

Customer has no right to reverse analyse, decompile or otherwise try to derive a source code from Service, even if it were technically possible, or to create derivative works based on Service.

Customer may not correct or otherwise amend Service or Documentation, even if these measures were technically possible.

6. DATA PROVISIONS

Customer is liable for obtaining all necessary consents, permissions and licenses from all third parties, including without limitation from its end-users and customers, that may be required for Customer to have the legal right to submit all Data and for making it possible for Service Provider and its subcontractors to transfer, store and otherwise process Data (including without limitation any and all personal data transferred by Customer to Service Provider) for the purposes of provision of Service and/or Service Agreement. Customer acknowledges and agrees that Data is processed by Service Provider's subcontractor in accordance with the standard terms of such subcontractor. The current standard terms are available at:

https://aws.amazon.com/legal/?nc1=f_cc

Furthermore, Customer shall take reasonable measures to ensure that Data doesn't contain any viruses or any other technologies that may harm Service.

Service Provider has the right to delete Data to the extent that it is obliged to do so pursuant to legislation or a regulatory provision, or whenever it is justifiably of the belief that the said Data violate these Terms otherwise.

For the avoidance of doubt, Service Provider is not responsible for making any backups of Data.

7. SUPPORT SERVICE

Customer may notify Errors in the functioning of

Service to the addresses and/or telephone numbers of the HelpDesk of Service Provider. Unless otherwise agreed in Service Agreement, the service times of the HelpDesk is 10:00 – 16:00 Finnish time Monday to Friday, public holidays excluded.

Customer will notify and upon request describe in more detail the way in which Error manifests itself. Service Provider will take reasonable measures for correcting Errors that prevent or materially restricts the use of Service; Service Provider does not, however, guarantee that all Errors are corrected or the time needed for the corrections. Service Provider has the right to prioritize Errors according to their seriousness and effects.

An Error may also be corrected by evading it or by supplying Customer with instructions for passing it.

8. IMMATERIAL RIGHTS AND LICENSES

Subject to these Terms, Service Provider and its licensors retain all right, title and interest in Service, Results and Documentation as well as of their copies, alterations, translations and by-products.

Service Provider does not claim ownership in Data and submission of Data to Service does not transfer ownership rights in Data to Service Provider. However, by submitting Data to Service Customer grants Service Provider a worldwide right to use Data for provision of Service. In addition, Service Provider receives a transferrable right freely to use and distribute Data, in a form that prevents identification of Customer and any persons, for any purposes, such as developing Service.

By submitting feedback to Service Provider regarding Service Customer grants Service Provider a worldwide right to use such feedback without limitations for development of Service.

9. CONFIDENTIALITY

Service Provider and Customer undertake to (i) keep in strict confidence the information of the other party that is deemed or labelled as confidential ("Confidential Information"); (ii) refrain from disclosing or assigning the other party's Confidential Information to a third party and (iii) refrain from using or exploiting any of the other party's Confidential Information except as permitted by these Terms and for the purposes of Service Agreement ("Purpose").

The structure, the user interface, the applicable fees and the underlying ideas of Service are always deemed as Service Provider's Confidential Information. Service Provider has the right to disclose and assign Customer's Confidential Information to subcontractors to the extent required for Purpose.

The above liabilities do not apply to information: (i) that at its disclosure is or later becomes general knowledge or available to the general public without neglect of the receiving party; (ii) that was in the possession of the receiving party before it got it from the other party; (iii) that the receiving party gets separately from a third party, provided that the said third party has not violated the confidentiality obligation when assigning information; (iv) that the receiving party has verifiably created independently without using the other party's Confidential Information; or (v) that the receiving party is obliged to disclose pursuant to law, a regulatory provision or a court decision. Disclosure of information caused by attacks on data security, viruses or other similar involuntary reasons connected to or directed at Service will not be regarded as Service Provider's violation of the confidentiality obligation.

10. NO WARRANTIES

Customer agrees that the use of Service is at its sole risk and Service is provided on "AS IS" and "AS AVAILABLE" basis. Service Provider does not warrant that Service will be uninterrupted nor error or virus-free. No warranty of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, availability, accuracy, reliability or non-infringement of third party rights, is provided under these Terms.

11. LIMITATION OF LIABILITIES

Neither party is liable for: (i) indirect damages to the other party or third parties, such as lost profit or savings or compensations to third parties or (ii) damages due to disappearance or changing of Data, such as expenses from the recreation or transfer of Data, or to a cover purchase, even if the other party has been informed of the possibility of such damages.

Service Provider's combined total liability toward Customer under these Terms, including fee reductions and returns due to similar events, is, for events occurred in each quarter year, at most the

amount of the fees without the VAT that Service Provider has received for provision of Service for Customer in the quarter year in question.

These restrictions of liability do not apply to death or injury to persons nor damages caused intentionally, by gross negligence or by violation of Section 6 ("Data Provisions") or 10 ("Confidentiality") of these Terms.

12. OTHER TERMS

12.1 Use of Subcontractors

Service Provider may use subcontractors for operation and delivery of Service. The use of subcontractors will not relieve Service Provider from any of its obligations set forth in these Terms.

12.2 Changes in these Terms

Service Provider reserves the right to modify these Terms at any time without prior notice. If these Terms are changed in a material way, Service Provider will provide a separate prior notice advising of such change. Such notice will be given no later than fourteen (14) days before the modified Terms become in force. Customer's continued use of Service after the modification of these Terms will constitute Customer's consent to all modifications.

12.3 Governing law and dispute resolution

These Terms are governed by the laws of Finland without regard to its conflict of law provisions. All disputes resulting from these Terms will be finally settled in the district court of Helsinki.