

General terms of delivery for Viope Services

1 Scope of application

1.1 Application of the terms of delivery. These terms of delivery are applicable to Services delivered to a Customer by Viope Solutions Oy (Finnish business ID: 0850233-9) or a company belonging to the same consolidated group (hereafter Viope) unless otherwise agreed in writing.

The contents of the contractual relationship between Viope and the Customer are determined by the contract and its appendices. In case of discrepancy between the contract documents, the order of precedence shall be as follows:

1. service agreement
2. service definition
3. regulations for use
4. general terms of delivery.

1.2 Definitions

1.2.1 Customer. The Customer refers to a non-consumer client who acquires Viope services for internal use. Customer means also Customers authorized representative who uses Viope's services according to these terms.

1.2.2 Service. Service refers to services included in Viope's service range at each time, such as maintenance and communications services, software, software services provided over a network, as well as data transmission and content services. Service is granted in exchange for a payment made by customer. Extend of the service is defined in the service agreement.

1.2.3 Software. Software refers to computer programs used in connection with a Service. The Software may operate on the Customer's own computer, or a remote connection may be provided to the Software over a data network. Software refers to programs both in source code and machine readable format.

2 Application of the general terms and transfer of contract

2.1 Application of the general terms. These general terms shall be applied to the free trial period of service by the Customer and thereafter once the parties have signed a service agreement or other contract as to services provided by Viope.

2.2 Transfer of contract. The Customer is not entitled to transfer the service agreement or other contracts between the parties to a third party without Viope's written consent. If consent has been given for a transfer, the Customer shall be responsible for contractual obligations such as payments until Viope has approved the transfer, after which the transferee shall be responsible for contractual obligations. In spite of the transfer of contract, the responsibility for obligations that have arisen before the acceptance of transfer shall remain with the Customer in addition to the transferee.

Without requiring the Customer's consent, Viope is entitled to transfer the contract in full or in part to a company belonging to the same consolidated group or a third party to which the business operations referred to in the contract are transferred. Viope shall notify the Customer of such transfer at least 14 days in advance. Viope is also entitled to transfer its receivables based on the contract to a third party. After receiving notification of the transfer of receivables, payments can validly be made only to the transferee.

3 Delivery, production and use of Service

3.1 Production of Service. Viope is entitled to produce the Service according to the contract as it considers feasible, either itself or using a subcontractor, and to make changes that affect the technology and, to a minor extent, the use of the Service. Unless otherwise required by mandatory legislation or official orders, Viope is entitled to cease production of the Service or any feature of the Service that is not considered crucial. In this case, Viope is entitled to terminate the contract to the extent associated with the ceased Service or feature by notifying the Customer. Viope is entitled to filter and restrict communications within the scope allowed by law or contract.

Viope is entitled to temporarily suspend provision of the Service or restrict its use if this is necessary due to information security or network construction or maintenance work. The suspension shall be carried out in a manner causing the least possible disturbance, and notification shall be provided at least 4 days in advance of the suspension if possible.

3.2 Right to use software and documentation. Viope grants the Customer a limited right to use the machine language versions of software provided under the contract and related documentation for the

duration of the contract. The right of use only allows the Customer to use the software and documentation in accordance with any license terms and conditions accompanying the software, in accordance with Viope's instructions, and solely in a manner immediately linked to the use of the Service. The rights of ownership and intellectual property rights to the software and documentation, as well as any modified versions, belong to Viope or a third party, and unless provided otherwise by mandatory legislation, the Customer is not entitled to copy, translate or modify the documents or software or hand them over to any third party without Viope's prior written consent. Upon cessation of the right of use, at Viope's request and the Customer's own expense, the Customer must return or destroy any original material provided and any copies made that are in the Customer's possession.

3.3 Right to use free software and documentation. Clause 3.2 does not apply to third-party documentation and software licensed under free licenses such as the GNU General Public License or the GNU Free Documentation License. The Customer is entitled to use any software and documentation licensed under these licenses in accordance with the license terms both during and after the use of the Service. Viope is not responsible for the contents of third-party software or documentation and does not provide any guarantee against legal errors in the licenses.

3.4 The Customer's hardware and software. The Customer is responsible for acquiring a computer and the connections and software required for using the Service and maintaining them in operating order unless agreed otherwise. The Customer is also responsible for ensuring that the hardware and software are approved and do not hamper or disturb the operation of Viope services or network communications. Viope may disconnect from the Service any computers and software that potentially cause disturbance. Viope endeavours to notify the Customer of this in an appropriate manner. The Customer is responsible for the operation of equipment required for using the Service, any permits required for operation, the appropriateness of device configuration, as well as the acquisition of additional protection and security systems for its software and terminal equipment.

3.5 Responsibility for use of the Service and unauthorized use of the Service. The Customer is responsible for any material provided through the Service. The Customer must use the Service in a manner that does not cause damage to Viope or any third party. The Customer is particularly responsible for ensuring that any material provided by the Customer or material provided through the Customer's Service does not cause any disturbance to the network or other users, does not endanger information security or usability, and does not infringe copyrights or other rights or violate good morals, the law or official regulations. If Viope receives proof through a court decision, an official authority or a third party, or otherwise becomes aware that the Customer's Service has been used without authorization or that it is used to distribute illegal material or material violating the contract, Viope is entitled to prevent the use of the Customer's Service and terminate the Customer's Service without hearing the Customer. Viope shall endeavor to notify the Customer appropriately of any actions taken.

The Customer undertakes to store any identifiers (such as user ID and password) carefully and attend to information security. The Customer is obliged to implement all reasonable measures to store the identifiers and the Service safely and separate from each other in order to prevent the Service from falling into the possession or use of outsiders.

The Customer or user must immediately notify Viope if the Service is lost, falls into the possession of an outsider or is used without authorization. Notification may be provided by telephone to Viope customer service. The contact information is available on Viope's Web pages. The Customer's responsibility for use of the Service ceases once Viope has received said notification.

The Customer shall be responsible for unauthorized use of the Service until Viope has received said notification only if unauthorized use of the Service is due to the Customer's negligence that is not considered minor.

4 Customer information and its use

4.1 Provision of information. Before the Service is opened, the Customer must provide Viope with the information requested by it for the Service and verify the correctness of recorded information. The Customer must immediately notify Viope of any changes in his/her information. The Customer is responsible for ensuring that the users of the Service and persons to be invoiced that have been designated by the Customer have approved the provision of information concerning them.

4.2 Use of information. Information in Viope's customer registers is processed for purposes such as customer relationship management and marketing in accordance with the currently valid description of file concerning the customer register. Viope's descriptions of file are available on Viope's Web site. Requests for access in accordance with the Personal Data Act must be submitted to Viope customer service in writing and

signed. The Customer is entitled to prohibit Viope from using and disclosing his/her personal data for direct advertising, distance selling, other direct marketing, market research or opinion polls.

5 Fees and invoicing

5.1 Fees payable for the Service. The Customer shall pay Viope fees for the Service and its use in accordance with the price list or contract and at terms of payment specified by Viope. Using the Service requires prepayment for the Service by credit card or other method specified by Viope. Information about invoicing methods currently offered by Viope and its co-operation partners is available on Viope's Web site. Viope and its co-operation partners may make changes to the offered invoicing methods and replace them with new ones.

6. Defects in Service, reporting of defects, correction of defects and price reductions.

6.1 Defects in Service. Viope warrants that the Software, if operated as directed, will substantially achieve the functionality described. The Service is defective if the service quality or method of delivery does not correspond to what has been agreed and if the effect of the defect is to the Customers disadvantage. Defects are not considered to include deviations from the contract or interruptions that can be considered minor when taking into account the reason for the interruption or deviation and the prevailing circumstances, nor any service interruption, filtering, restriction, change or disturbance caused by or implemented on the basis of the exercise of Viope's rights under these terms of delivery, statutory provisions or official decisions or orders. For example, random and short-term disturbances are not considered defects.

6.2 Reporting of defects. The Customer may not invoke a defect in a service unless he/she reports the defect to Viope within a reasonable time of having noticed the defect or after he/she should have noticed the defect.

6.3 Correction of defect. Viope will use reasonable commercial efforts to repair, replace, advise Customer to avoid Service's defects within thirty (30) days of being so notified. Viope will commence the repairing of critical defects the next business day that the defect has been reported to Viope.

6.4 Price reduction. If a defect in service has not been corrected within reasonable time after the Customer's defect report or if a defect cannot be corrected and it is not possible to repeat the performance, the Customer is entitled to a price reduction corresponding to the defect. Viope's liability is limited to the price paid for the Service. If the Service is valid until further notice, liability is limited to an amount corresponding to two (2) months of fixed service fees. Viope shall not be liable for loss of production, loss of profit or any other indirect or consequential damages.

6.5 Service Commitment. Viope will use commercially reasonable efforts to make the Service available with a "Daily Uptime Percentage" of at least 90% during any monthly billing cycle ("Service Commitment"). In the event Viope does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit. The Credit is discounted in next scheduled payment or refunded separately to the Customer, if no scheduled payment is due. The credit or refund is calculated for the service module that failed to meet the Service Commitment and not from the total service fee.

"Error Rate" means: (i) the total number of internal server errors returned by Viope's servers as error status "InternalError" or "ServiceUnavailable" divided by (ii) the total number of requests during that fifteen minute period (1% of daily time). Each fifteen minute period when the Error Rate is greater than 0,5 reduces 100% Daily Uptime by 1 percent.

The Service Commitment does not apply to any unavailability, suspension or termination of Viope Services: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Viope; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Viope's direct control); or (iv) arising from the suspension and termination of Customer right to use the Service in accordance with this agreement.

6.6 Force majeure. The parties shall be released of their obligations if a violation or failure to fulfill contractual obligations is due to force majeure. Grounds for release are considered to include unusual events that prevent the fulfillment of contract, have arisen after the emergence of contract and are relevant to the matter, are independent of the contracting parties and have effects that cannot be reasonably avoided. Such an event may be, for example, war, riot, requisition or confiscation for a public need, interruption in the supply of energy, labor conflict, fire, thunderstorm or other natural phenomenon, cable damage caused by a third party, or any other reason independent of the contracting parties that has similar effects and is similarly

unusual. If the fulfillment of a contractual obligation is delayed in a force majeure situation, the time for fulfilling the obligation shall be postponed to a reasonable extent taking the circumstances into account.

7 Amending the terms of contract

Viope is entitled to amend the terms of contract and prices provided that the amendment is not to the customer's disadvantage. Viope is entitled to amend the terms of contract and prices to the Customer's disadvantage if the amendment is based on amended legislation or an official decision or if a special reason exists due to a substantial change in circumstances. When amending the contract terms or prices to the Customer's disadvantage, Viope shall notify the Customer of the contents and time of the amendment of prices or other contract terms at least one month in advance of their entry into force. If the terms and conditions of a contract valid until further notice have been amended to the Customer's disadvantage, the Customer is entitled to terminate the contract with effect immediately as the amendments enter into force. Furthermore, Viope is entitled to make minor amendments to the terms and conditions that do not affect the essential contents of the contract. Such amendments may include, for example, arrangements affecting the technology and/or use of the Services. If the amendments require changes to the Customer's hardware or software, the Customer must take care of such changes at his/her own expense.

8 Closing the Service and suspending its use

8.1 Customer's right to request closing of the Service. Viope shall close the Service at the Customer's request for a fixed term or until further notice. Closing and reopening of the Service are subject to a fee according to the price list.

8.2 Viope's right to close the Service. Viope is entitled to terminate the Customer's access to the service if: 1 in spite of Viope's request, the Customer continues to violate the terms and conditions of the contract, 2 competent authority requests closing.

9 Cessation of contract

9.1 Termination of contract. The contract concerning the service shall be valid for a separately agreed fixed term. If no fixed term has been agreed, the contract is considered to be valid until further notice. The Customer may terminate a contract valid until further notice by serving notice on the contract at least two weeks in advance. Termination shall be executed either orally or in writing. The Customer will receive written confirmation on the termination of the Service.

Viope is entitled to terminate a contract valid until further notice by serving notice on the contract at least one month in advance unless provided otherwise by mandatory legislation.

9.2. Viope's right to terminate the contract with immediate effect. Viope is entitled to terminate the contract if:

1 the Customer has been sentenced of a copyright offence or copyright misdemeanor conducted using the Service,

2 if the Customer becomes insolvent, is adjudged a bankrupt or becomes the subject of dissolution, liquidation or bankruptcy proceedings, whether voluntarily or involuntarily, or otherwise discontinues business; or

3 The Customer has otherwise essentially neglected or violated his/her contractual obligations in spite of being warned.

The termination of the contract shall be made in writing.

9.3 Customer's right to annul the contract. The Customer is entitled to annul the contract due to Viope's delay or defect if the breach of contract is essential.

10 Governing law and disputes

This Agreement is governed by Finnish law, excluding its conflict of laws rules. Any dispute, controversy or claim arising out of or relating to these general terms or the service agreement or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The place of arbitration shall be Helsinki, Finland and the number of the arbitrators shall be one.