

HEEROS CLOUD SERVICES – TERMS AND CONDITIONS

15.02.2023

Services for the Client's own internal use

1 GENERAL

- 1.1 These terms of service (the “**Terms**”) govern and shall be applied to your company's (hereinafter the “**Client**” or “**You**”) use of cloud services provided on a software as a service basis licensed by Heeros Plc and/or its subsidiaries (hereinafter “**Heeros**”) and possible deployment and other services relating thereto agreed between the Client and Heeros (the “**Services**”). You and Heeros together the “**Parties**” and separately a “**Party**”.
- 1.2 PLEASE READ THESE TERMS AS THEY ARE PART OF A LEGALLY BINDING SERVICE AGREEMENT BETWEEN YOU AND HEEROS. BY CLICKING THE ‘ACCEPT’ BUTTON OR OTHERWISE ACCEPTING THESE TERMS THROUGH AN ORDER DOCUMENT OR OTHER AGREEMENT THAT INCORPORATES THESE TERMS, EITHER DIRECTLY OR BY REFERENCE (SUCH ORDER DOCUMENT, HEEROS’ GENERAL FEE SCHEDULE AND THESE TERMS JOINTLY THE “**AGREEMENT**”), YOU ACCEPT THESE TERMS AS A BINDING CONTRACT BETWEEN HEEROS AND THE CLIENT.
- 1.3 Heeros reserves the right to modify these Terms, at any time, by issuing a public notification in the Services at least thirty (30) calendar days prior to the effective date of such change. Your continued access or use of the Services shall be deemed as your acceptance of these changes and the reasonableness of these standards for notice of changes. If you disagree with changes to these Terms, your sole and exclusive remedy is to terminate the Agreement by a written notice given at least fourteen (14) calendar days before the change in the Terms takes effect. Your continued use of the Services after the effective date of any change to the Terms will be deemed to be Your agreement to the modified Terms.
- 1.4 During the validity of the Agreement, the Client may order in writing (including by email) additional services and/or products. The provision of such additional products and/or services shall be subject Heeros’ approval and Heeros reserves the right in its sole discretion to accept or refuse any such orders placed by the Client. Unless explicitly otherwise agreed in writing between the Parties all such additional services or products shall automatically be subject to and governed by these Terms.
- 1.5 The Client has the right to use the Services only for its internal use and the Client shall not have right to offer or otherwise provide or transfer the Services to or allow them to be used by any third party.

2 CONTENTS OF THE SERVICE

2.1 Contents and Availability

- 2.1.1 The Services are described in more detail in the service descriptions available at the Heeros service portal as updated from time to time (“**Service Descriptions**”).
- 2.1.2 Heeros shall provide the Services with due professional skill and care in accordance with Heeros’ own methods and procedures. Heeros shall use commercially reasonable efforts available to it to ensure



that the Services conforms to Service Descriptions as available at the service portal from time to time. If the Services do not conform to Service Descriptions Heeros shall, at its expense, use commercially reasonable and technically feasible efforts to correct such non-conformance without undue delay. Heeros' efforts in correcting the non-conformance constitute the Client's sole and exclusive remedy for the non-conformity.

- 2.1.3 The Client is solely responsible for procuring and maintaining all necessary equipment, network connections and telecommunications links for accessing and using the Services. In addition, the Client shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to such equipment, network connections or telecommunications links or caused by the Internet.
- 2.1.4 Heeros shall use commercially reasonable efforts to maintain a high level of availability for the Services. The Services may be temporarily interrupted or unavailable due to repair, maintenance, development or for other similar reasons. If the Services are unavailable due to the aforementioned reasons, or due to other technical reasons and such unavailability lasts for more than a reasonable period of time (taking into consideration the nature, scope and reason of the unavailability) and Client's ability to use of the Services during the said period is materially affected, the Parties shall in good faith negotiate a reduced price for the period during which the unavailability occurred. The price reduction shall not, however, be in any event greater than the price paid by the Client for the unavailable Services during the month in which the unavailability occurred. Heeros' entire responsibility and liability for interruptions and unavailability of the Service is limited to what is stated herein and Heeros shall not be liable to pay any other compensation with respect to any possible harm or damages caused by the interruptions to the Services or their unavailability.

2.2 Service Updates

- 2.2.1 Heeros is entitled to deploy a new, updated or otherwise changed version of the Services ("**Updates**") in its sole discretion by giving a fourteen (14) days' prior notification and such notification shall be made available in the Services or by other notice to the Client. In the event the Client do not wish to accept the new version, the Client's only recourse is to terminate the Agreement by giving a fourteen (14) days' prior written notice. Notwithstanding the foregoing, Heeros shall not be required to give the aforementioned notice, and the Client shall not have the aforementioned right to terminate the Agreement, if (i) no material changes are made to the Service; or (ii) Updates do not materially affect the Client's use of the Services; or (iii) the Updates relate to fixing any security or other technical issues or issues relating to the integrity of the Services.

2.3 Service Data Protection and Data Loss

- 2.3.1 The Services may include taking back-up copies of information held on the server, if and as described more detail in the Service Description, while taking precautions required by normal care to protect the server from external access. As part of its data security, the Services may also include encryption of the data transmitted on the public network. The Services and/or any part thereof may be temporarily interrupted and/or unavailable if it is necessary to ensure data security or integrity of the Services. Heeros shall not be liable or responsible for any harm or damages caused by interruptions and/or unavailability of the Services relating to such reasons.
- 2.3.2 The Client acknowledges that Heeros shall have no liability for the destruction of the content provided

by the Client or the Users and processed in the Services (“**Client Content**”) or any damage, harm and/or costs incurred in consequence thereof, such as for the costs of recreating the files. With respect to loss of Client Content, Heeros’ sole liability is to make commercially reasonable efforts to recreate such Client Content.

- 2.3.3 The Client acknowledges that it has reviewed all the data security matters relating to the Services and confirms that the Client approves of the level of data security of the Services.

2.4 Third Party Components

- 2.4.1 The operability of the Services may require that certain applications and/or software and/or other products, including those of third parties, needs to be installed on the computers of the Users of the Services. Unless otherwise agreed in writing between the Parties, the Client is solely responsible for the installation of the necessary applications, software and/or products and the acquisition of any licenses needed and all related fees and costs relating thereto. Client shall be solely responsible to ensure that the Client’s equipment, servers and system software meet all the requirements relating to the use the Services.

- 2.4.2 Heeros may in its sole discretion to provide an opportunity to the Client to also purchase third-party components to be bundled with the Services provided to the Client. These additional components (if any) are licensed by third parties under their respective license terms or via the components in question. Heeros may list the available third-party components in its relevant internet site or in the Services. The links to third-party websites or services are provided only as a convenience to the Client and are not endorsed by, or the responsibility of, Heeros. The Client bears all risk in connection with access and use of linked sites and the purchase of the third-party components. The Client acknowledges that the availability third-party components may change during the term of the Agreement and that Heeros shall have no liability with regard to the Client’s selection, purchase or use any of the third-party components. Heeros also has no responsibility or liability to provide a specific third-party component for the full duration of the overall Agreement. Your use of the third-party components is subject to each component’s own license terms and Heeros accepts no liability whatsoever for any third-party components used in connection with the Service. Heeros’ sole responsibility with respect to the Client’s claims regarding defects and disruptions in the third-party components listed by Heeros shall be limited to passing on the Client’s claim to the third party having

licensed the said third-party component.

3 GRANT OF LICENSE AND USE OF THE SERVICE

- 3.1 Heeros grants to the Client a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide right and license to access and use the Services agreed in the Agreement solely for Client's internal business operations, subject to the provisions of these Terms and the Agreement. The Services are licensed, not sold.
- 3.2 The Client acknowledges and agrees that Heeros owns all right, title and interest to the Services. The Client shall not obtain or claim any intellectual property rights in the Services other than the rights to access and use the Services expressly granted under the Agreement.
- 3.3 Client may allow its Users to use the Services for the purpose set forth herein. Client shall be responsible for its Users' compliance with these Terms. In these terms, "Users" means the permitted end users of the Client for whom a personal user account has been created for the use of the Services subject to these Terms and the Agreement.
- 3.4 The Client shall ensure that the Client and its Users use the Services in accordance with these Terms and the Agreement. The Client accepts responsibility for each of its Users and shall be liable for each of its User's conduct as its own. The Client and Users will not, except as may be allowed by applicable mandatory law:
 - a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means (save that the Client shall be entitled to download or display parts of the Services to the extent this is necessary for the normal operation of the Services); or
 - b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form the source code of the Services or other source materials or any part thereof; or
 - c) access all or any part of the Services in order to build a product or service which competes with the Services.

With respect to Users, the Client undertakes that:

- a) the Client is solely responsible for ensuring that the Client and its Users comply with applicable laws and regulations;
- b) it will not allow any User credentials to be used by any person other than the respective User to whom the User credentials have been assigned;
- c) each User will keep a secure password for his or her use of the Services and that each User will keep his or her credentials confidential; and
- d) each User will comply with all terms and conditions governing the use of the Services.

- 3.5 The Client shall be liable to ensure that the Client Content provided by the Client or the Users and processed in the Services and the use thereof in connection with the services (i) do not violate or breach any rights of any third parties (including intellectual property rights); or (ii) do not breach and are in compliance with these Terms and the Agreement; (b) do not breach and are in compliance with all applicable laws and regulations. If any third party brings a claim against Heeros relating to the Client Content or its use in connection with the Services, the Client shall indemnify and hold Heeros harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

4 PRICES AND PAYMENT CONDITIONS

4.1 Prices

- 4.1.1 The fees payable for the Services are specified in the applicable order document, or if not specified in the applicable order document, Heeros' general price list.
- 4.1.2 Heeros reserves the right to charge a reasonable price for travel, accommodation and per diem payments related to work and services provided to the Client. Heeros shall charge for the travel time required to carry out work and provide services in accordance with Heeros' general price list.
- 4.1.3 If Heeros carries out work at the Client's request outside its normal working hours (from 09.00 to 17.00 on weekdays, excluding bank holidays and weekends), Heeros shall have right to charge an additional fifty per cent (50 %) of the normal price for weekdays and Saturdays and additional hundred per cent (100 %) for Sundays and holidays.
- 4.1.4 Unless otherwise expressly stated, all prices are exclusive of VAT. The Value added tax will be added to the prices in accordance with the applicable legislation and regulations.

4.2 Payment Conditions and Price Changes

- 4.2.1 The Client shall make payments in accordance with invoices sent by Heeros (or finance or debt collection client, as the case may be). The payment term is fourteen (14) days net from the date of the invoice. Late payment interest will be charged in accordance with the Finnish Interest Act (633/1982, as amended).
- 4.2.2 Heeros shall invoice fixed charges and fees in accordance with the schedule agreed between the Parties. In the event no such schedule has been agreed, the fixed charges and fees will be invoiced after the Agreement has become effective.
- 4.2.3 Heeros shall invoice hourly-based work based on the amount of time worked as well as the expenses relating thereto monthly in arrears and the invoice shall be sent no earlier than on the first day of the following month.
- 4.2.4 If Parties have agreed on certain commissioning date regarding the Services and the commissioning is delayed due to reasons not related to Heeros, Heeros' right to invoice fixed charges and fees will commence after (i) three (3) months after the date of the Agreement; or (ii) the agreed commissioning date, whichever is earlier.
- 4.2.5 Heeros may, without any liability to the Client and without any prejudice to any other rights and remedies available to Heeros, disable the Client's or its users' access to the Services if Heeros has not

received due payment within seven (7) calendar days of a written notice thereof (and as long as the respective invoice(s) remain unpaid).

- 4.2.6 Heeros shall have right to change its prices by informing the Client no less than ninety (90) days before the price change becomes effective.
- 4.2.7 Upon receiving notice of the change in prices, the Client has the right to terminate the Agreement in respect of the affected Service(s) effective on the last date before the price change becomes effective by giving a written notice to Heeros no later than thirty (30) days prior to the effective date of the termination. If the said notice is not given within the time limit set forth above the price change becomes effective on the date set forth in the notice.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Any and all intellectual property and other rights (including without limitations copyright and right to transfer the copyrights and the right to alter the works protected by the copyright, patents, utility models, registered or unregistered designs, trademarks, trade secrets and know-how, and other intellectual property rights, whether or not capable of registration, and applications of any of the foregoing) and title in and to the Services and all parts and components thereof and its associated documentation and other material, shall belong to Heeros or to Heeros' third party supplier. Heeros reserves all rights to the Services and any parts and documentation thereof. For the sake of clarity, it is specifically stated that the Client shall have no right to make any changes to the Services or the documentation or any other material relating to the Services provided by Heeros.
- 5.2 The intellectual property rights and title in the Client Content used in connection with the Services shall belong to the Client and/or its licensors. The Client shall be liable to ensure that it has all necessary rights to the Client Content used in connection with the Services and that the Client Content do not infringe existing intellectual property rights of third parties. The Client grants Heeros a limited, worldwide, non-exclusive, royalty-free right and license to the Client Content as necessary for the provision of the Services for the Client and its Users. Heeros undertakes to maintain standard industry practices that are designed to keep the Client Content confidential.
- 5.3 Heeros will be responsible for ensuring that the Services do not infringe existing intellectual property rights of third parties in Finland. Heeros' responsibility does not extend to third party applications and/or products included in the Services. If use of the Services is the subject of a third-party infringement claim or if Heeros reasonably believes that use of the Services may be the subject of a third-party infringement claim, Heeros may, at its option, (i) obtain the right for the Client to continue using the Services; or (ii) replace or modify the Services so it is no longer infringing, or (iii) if Heeros determines that neither (i) nor (ii) can reasonably be accomplished, terminate the Services and refund any amounts that were prepaid regarding the terminated Services. This Section 5.3 shall constitute the Client's sole and exclusive remedy for all claims relating to infringement.

- 5.4 In the event the Client submits suggestions or improvements about the Services to Heeros, the Company will grant to Heeros a perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable exclusive right and license to all intellectual property rights, other rights, title, and interest in and to such suggestions. Heeros will be entitled to use such suggestions in its sole discretion and without any restrictions for any purpose and without any compensation to the Client.

6 PERSONAL DATA

6.1 Roles of the Parties

With respect to any Personal Data that the Client and Users upload or otherwise process in the context of using the Services, the Client acknowledges that it is the Data Controller liable to the Data Subjects for the processing of Personal Data by the Data Processor and Heeros shall be the Data Processor, processing such Personal Data on behalf of the Client. The Data Controller, Data Processor, Data Subject and Personal Data shall have the meanings set forth in the European Union's General Data Protection Regulation ((EU) 2016/679).

The Client is responsible for compliance with its obligations as Data Controller under data protection laws, in particular for justification of any transmission of Personal Data to Heeros (including providing any required notices and obtaining any required consents), and for its decisions concerning the processing and use of any data in the Services.

The Client warrants and is liable to ensure that:

- e) there is a valid legal ground for the processing, and any Personal Data transferred to Heeros are correct; and
- f) to the extent required by applicable mandatory law, the Client has provided appropriate notice to each individual and/or obtained from each individual his or her written consent for the use and processing of his or her Personal Data in the Services; and
- g) to the extent required by applicable mandatory law, the Client has submitted all and any registrations and/or notifications to the necessary data protection authorities having jurisdiction over the Client's activities in connection with using the Services; and
- h) the processing of Personal Data in connection with the Services by the Client is carried out in accordance with applicable data protection laws; and
- i) it shall give Heeros comprehensive, reasonable, written and lawful instructions on the processing. Performance of the Services in accordance with the Agreement shall be deemed to be in compliance with such written instructions.

The Client shall inform Heeros of all such requirements under the mandatory applicable law that may be imposed on Heeros due to the provision of the Services to the Client by Heeros.

With respect to the Client Content that is outdated or inaccurate, Heeros shall use reasonable efforts to assist the Client in deleting or rectifying such data in accordance with the Client's instructions. Heeros does not guarantee any accuracy with respect to any Client Content or other information uploaded to the Services by the Client.

6.2 Processing of Personal Data

In order to execute the Agreement and to perform the Services, the Client authorizes and requests that Heeros process the following Personal Data:

Categories of Personal Data: Personal Data may include, without limitations, personal contact information such as name, Client address, Client telephone or mobile number, email address, and passwords; information on age, date of birth, employment details including employer name, job title and function, education, identification numbers, social security number and business contact details, and goods and services provided and other Personal Data that the Client chooses to process in the Services.

Categories of Data Subjects: Data Subjects include the Client's representatives and Users, as well as other employees, contractors, collaborators, partners, and customers of the Client.

The nature of the processing has been further described in the Agreement.

Heeros shall process Personal Data only for the provision of the Services and in accordance with the Client's reasonable written instructions, unless required to do so to comply with a legal obligation to which Heeros is subject. Heeros shall inform the Client of such legal requirement before processing, unless that law prohibits such notification on important grounds of public interest. Heeros will inform the Client if, in Heeros' opinion, the Client's instructions breach data protection regulation. The Client understands that Heeros is not obligated to provide legal advice to the Client or to conduct legal research.

Heeros shall execute the processing without additional charge to the extent necessary for Heeros to comply with laws applicable to Heeros as a Data Processor in the provision of the Services. If the Client gives additional instructions, which go beyond the Agreement, any associated costs for compliance with such instructions shall be borne by the Client.

6.3 Confidentiality of Personal Data

Heeros warrants that it will treat all Personal Data as strictly confidential and ensures that all its employees, and/or approved affiliates and sub-processors engaged in processing the Personal Data have signed an adequate confidentiality agreement and/or are under any other binding obligation of confidentiality.

6.4 Data Security

Heeros shall implement commercially reasonable technical and organizational measures appropriate to the risk of the processing to protect Personal Data as required by law against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. The technical and organizational measures may include, as appropriate, (i) pseudonymisation and encryption of Personal Data, (ii) being able to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and Services, (iii) being able to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, and (iv) having a process in place for regularly testing, assessing and evaluating the effectiveness of the measures implemented to ensure the security of the processing. Heeros shall restrict access to Personal Data in the Services solely to such Heeros employees and subcontractors who need access to such content for purposes of providing the Services and Heeros undertakes to inform those having access to such content of the relevant confidentiality and security requirements.

6.5 Audits

Once per calendar year, on the Client's expense and in accordance with the Parties mutual agreement, Heeros shall make available all reasonable information necessary to demonstrate compliance with Heeros' obligations as a Data Processor, and allow for and contribute to audits, including inspections, conducted by the Client or a third-party auditor mandated by the Client, and approved by Heeros, provided that the Client notifies Heeros of its intention to conduct an audit no later than two (2) weeks prior to the audit. The audit shall be conducted during normal business hours and without interruption to Heeros' ongoing business operations.

6.6 Assistance, Information Obligations and Incident Management

Heeros shall, taking into account the nature of the processing and the information and technical means available, assist the Client in (i) ensuring compliance with its legal obligations, such as data security, data breach notification, data protection impact assessment and prior consulting obligations, and (ii) responding to requests for exercising the Data Subject's rights. On the Client's written request, Heeros shall make available to the Client reasonably all such information it possesses, which are, in accordance with Article 28 of the General Data Protection Regulation ((EU) 2016/679), necessary to demonstrate compliance with the obligations regarding the use of a data processor. Heeros has the right to invoice the reasonable costs incurred as a result of the aforementioned assistance and provision of data.

6.7 Personal Data Breaches

In case Personal Data is accidentally, unlawfully or without proper authorization destroyed, lost, altered, disclosed or accessed, or the confidentiality, integrity or availability of Personal Data is endangered by any other event ("**Personal Data Breach**"), Heeros shall, after having become aware of a Personal Data Breach, notify Client without undue delay. Such notification shall be made in writing or any other means Heeros finds reasonable. Heeros shall retain documentation of Personal Data Breaches, and retain such documentation for a reasonable time, however as a minimum for six (6) months from the termination of this Agreement.

6.8 Sub-Processor and Affiliates

Some or all of Heeros' obligations under the Agreement may be performed by affiliates and sub-processors of Heeros. This Agreement includes a general written authorization of the Client for Heeros to subcontract the performance of whole or parts of the Services to a third party in accordance with this Agreement. Heeros shall use all reasonable efforts to procure that its sub-processors are bound in writing by the same or equal obligations as Heeros under this Agreement and shall supervise compliance thereof.

Heeros maintains a list of sub-processors that may process the Client Content. Heeros shall inform the Client of the engagement of a new sub-processor. If the Client does not object to the engagement of the sub-processor in question in writing within one (1) week after having received notice thereof, the Client shall be deemed to have accepted the sub-processor in question. If the Client objects to the use of a new sub-processor, Heeros shall be entitled to, for each service, without consequences for Heeros, decline the Service. For the avoidance of doubt, the Client has accepted all sub-processors used by Heeros at the time the Agreement comes into force.

6.9 Location of Data

The Services' physical location is specified in the Service Description. Heeros has the right, for the purpose of providing the Services, to transfer the Personal Data freely within the EU/ETA area. Heeros may, for the purpose of providing the Services, transfer the Personal Data outside of the EU or ETA area in accordance with Data Protection Legislation.

6.10 Return and Deletion of Content

Following the termination of the Agreement and the Services, Heeros will return or otherwise make available for retrieval the Client Content in the Services.

Upon termination of the Agreement, Heeros will promptly delete all copies of the Client Content, unless any legislation imposed upon Heeros, Heeros' employees, Heeros' affiliates or subcontractors prevent it from returning or destroying all or part of the Client Content received. In that case, Heeros warrants that it will not actively process the Client Content after the termination of the Agreement, and will otherwise comply with its obligations pursuant to this Section 6.

6.11 Use of Analytics

Heeros may compile statistical and other aggregate data related to system activity and performance, operation and use of the Services to create statistical analyses, and for research and development purposes. Heeros may make statistical analyses publicly available; however, analyses will not incorporate any of the Client Content in a form that could serve to identify the Client or any Data Subject, or any confidential information of the Client, or in any other manner than statistically, and the statistical analyses do not constitute Personal Data as the data is fully anonymized. Heeros retains all intellectual property rights in its statistical analyses as well as the results of its research and development.

6.12 Enquiries and Disclosures

In the event of a dispute or claim brought by a Data Subject or an authority against Heeros concerning the processing of Personal Data, or if Heeros is required by law or a non-appealable judgment or other resolution issued by any competent court, supervisory authority or similar administrative organ to disclose any information or Personal Data in connection with the provision of the Service, whether partly or wholly, or provide other specific answers to such entity (together 'Enquiry'), Heeros agrees to give preliminary notice to the Client of any such Enquiry and its circumstances, unless prohibited to do so by law to which Heeros is subject.

As a general rule, Client will respond to Enquiries and requests from Data Subjects and authorities concerning processing of the Client Content by Heeros, unless the Enquiry provides that Heeros shall respond and the national data protection laws do not allow deviating from such position either. Heeros shall inform the Client of any requests from the Client's Data Subjects and supervisory authorities. Heeros has the right to invoice the reasonable costs incurred as a result of the aforementioned assistance and provision of data.

6.13 Damage Caused

Each Party is individually responsible for their obligations, indemnification liabilities, and any administrative fines as defined in the Data Protection Regulation.

7 TERM AND TERMINATION

- 7.1 Unless otherwise stated in the applicable order document or agreed between the Parties in writing, the Agreement shall remain effective until further notice and may be terminated at any time by either Party with one (1) month's prior written notice.
- 7.2 In the event Parties have agreed on certain Agreement term ("**Fixed Term**") and the Client terminates the Agreement prior to the expiration of the Fixed Term except in cases where the Agreement is terminated based on section 4.2.7 or section 7.3, Heeros shall have right to invoice the Services until the end of the Fixed Term regardless of the termination and no refunds are provided if the Agreement is terminated prior to the end of the Fixed Term.
- 7.3 Either Party shall have the right to terminate the Agreement if (i) the other Party commits a material breach of any of the terms of the Agreement and fails to remedy the respective breach within fourteen (14) days of receipt of a written notice thereof from the other Party; or (ii) the other Party repeatedly breaches the provisions of the Agreement; or (iii) or if proceedings in voluntary or involuntary bankruptcy or liquidation or pursuant to any other insolvency law are commenced by, on behalf of, or against such other Party.
- 7.4 After the termination of the Agreement:
- a) all rights to use the Services and any part thereof as well as additional services or products (if any) under the Agreement shall terminate immediately;
 - b) Heeros shall have right to disable the Client's and its User's access to the Services and the Client shall promptly pay all amounts due for Services already provided;
 - c) each Party shall destroy and make no further use of any confidential material of the other Party and other proprietary material of the other Party;
 - d) Heeros shall return to the Client the Client Content in the format it is available in the Services unless Heeros is obliged to keep such Client Content for any legal or backup purposes; and
 - e) Unless otherwise agreed between the parties in writing or set forth in the Service Description, after termination of the Agreement: (i) Heeros will return a copy of the Client's data stored in the Service in a format generally used by Heeros (or in other format separately agreed between Heeros and the Client) by using an appropriate storage medium, provided that the Client has requested the aforementioned return within 14 days from the termination of the Agreement; and (ii) The Client shall be liable to reimburse Heeros for reasonable expenses incurred relating to the return of the Client's data; and (iii) After Heeros has returned the a copy of the Client's data to the Client, or if the Client has not requested the data within time limit set forth above, Heeros Shall have right in its sole discretion to destroy all copies of the Client's data in its possession.

8 LIMITATIONS OF LIABILITY

- 8.1 The Services are provided as described in, and subject to, the terms of the Agreement (including the relevant order document) and then-current Service Descriptions.
- 8.2 EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND

HEEROS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

- 8.3 Heeros does not guarantee that the Services or third-party products will be uninterrupted or error free. neither Heeros nor its affiliates or licensors have any duty to review, edit, screen, publish or remove any content except as strictly required by applicable law. the Client acknowledges and agrees that Heeros does not control or monitor the transfer of data over the internet, and that internet accessibility carries with it the risk that the company's privacy, content, confidential information and property may be lost or compromised.
- 8.4 IN NO EVENT WILL THE CLIENT OR HEEROS, ITS LICENSORS OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THE AGREEMENT HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY. HEEROS' TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR RELATING TO THE AGREEMENT, UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, UNJUST ENRICHMENT OR RESTITUTION), FOR BREACHES OCCURRING IN A SINGLE CALENDAR YEAR IS LIMITED TO THE MAXIMUM AMOUNT CORRESPONDING TO THE SERVICE FEES (EXCLUDING VALUE ADDED TAX) PAID BY THE CLIENT FOR THE SERVICES DURING THE PERIOD OF THREE (3) MONTHS PRECEDING THE CAUSE GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (II) FRAUD OR FRAUDULENT MISREPRESENTATION. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED TO LIMIT THE CLIENT'S OBLIGATION TO PAY ANY FEES AND EXPENSES INCURRED PURSUANT TO THIS AGREEMENT.
- 8.5 The Parties acknowledge that the division of the Parties' liability related to administrative fines and/or damages imposed by a supervisory authority or a court under these personal data processing terms is based on each party's obligation to fulfil its own duties under the data protection legislation. Therefore, each Party is liable for the administrative fines and/or damages that are imposed by a supervisory authority or a court and that have been imposed on it for infringements of data protection legislation caused by the Party in question.

9 OTHER TERMS

9.1 Force Majeure

- 9.1.1 Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labour disputes, change in laws or regulations, public health risks or epidemics, or delay of essential materials or services. A force majeure event affecting a Heeros' subcontractor(s) or group companies shall be deemed a force majeure event affecting Heeros, provided the above requirements are met for the subcontractor or group company in question. In the event a non-performance or a delay in performance of obligations under this Agreement is due to a force majeure event, the period of performance shall be extended by the delay due to such event and any additional time that the Parties may mutually agree is necessary for the

remobilization of personnel and resources. However, the Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within sixty (60) days of occurrence of the event.

9.2 Independent Contractors

9.2.1 Both Parties are independent contractors and are not the legal representative, agent, joint venturer, partner, or employee of the other Party for any purpose whatsoever. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

9.3 Transfer of rights and obligations

9.3.1 Neither Party may assign the Agreement or any of its rights thereunder, nor delegate or otherwise transfer any of its obligations thereunder, to any third party without the prior written consent of other Party. However, and notwithstanding the foregoing, Heeros shall have right, without the prior consent of the Client, to (i) assign and transfer any receivables relating to the Agreement to a third party, such as a finance or debt collection client; and (ii) assign and transfer the Agreement to companies belonging to same group with Heeros; and (iii) to assign and transfer the Agreement to a third party in connection with merger, acquisition, or sale of all or substantially all of assets.

9.4 Amendments to the Agreement

9.4.1 Amendments and additions to the Agreement must be made in writing in order to be valid.

9.5 Waiver of rights

9.5.1 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

9.6 Partial invalidity

9.6.1 If any of the conditions of the Agreement are deemed to be invalid or cannot otherwise be enforced, this does not affect the validity or enforcement of the other terms of the Agreement.

9.7 Notifications

9.7.1 All notifications under the Agreement from one Party to the other shall be made in writing and sent to the other Party by letter, fax or email to the address, fax number or email address that is recorded in the Agreement or that has otherwise been provided to the dispatching Party.

9.8 Governing law and dispute resolution

9.8.1 The Agreement and the use of the Services thereunder is governed by the laws of Finland without giving effect to any rules or principles on the conflict of laws. 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 is Helsinki, Finland. The number of arbitrators is one (1). The language of the proceedings is Finnish. Heeros shall additionally be entitled to lodge a claim concerning collection of outstanding debts in any court relevant to the Client's business or residence.