

## GENERAL TERMS AND CONDITIONS

**1. Applicability.** These general terms and conditions ("Terms") apply to the professional consulting services provided by Kymmenen Hunttia Oy ("10100" or "we") to its customers ("Customer" or "you"). The Customer is deemed to have accepted these Terms by using services offered by 10100 unless otherwise agreed in writing.

**2. Services.** 10100 provides professional IT and information security consulting services. The scope and schedule of each assignment is agreed in more detail between 10100 and Customer in advance in writing, by means of email or otherwise.

**3. Rights and Obligations of the Parties.**

**3.1.** 10100 shall carry out the agreed assignment diligently in a professional manner and by applying the state-of-the-art practices in the field. 10100 only uses legally obtained software and tools for the provision of the services. 10100 has the right to trust that the information provided by Customer to 10100 are correct and complete. 10100 has the right to refuse to comply with Customer's instructions should it find the instruction to be illegal.

**3.2.** Customer is responsible for ensuring that the information it provides to 10100 for the purpose of carrying out the services are correct and complete. Customer is solely liable for the legality of the instructions it has provided to 10100.

**4. Fees, Costs and Payment.**

**4.1.** As consideration for the services provided, Customer shall pay to 10100 a fee, the amount or basis of which is agreed separately between the parties in advance in writing ("Fee"). Unless otherwise agreed, our services are billed by the day and based on our current price list.

**4.2.** Value-added-tax is added to the Fee. We may also charge reasonable costs and expenses related to the services provided to you separately.

**4.3.** Payment term is 14 days unless otherwise agreed in writing. Any unpaid and overdue payments are subject to penalty interest in accordance with Section 4a of the Finnish Interest Act (633/1982, or as amended). If our invoices remain unpaid after the due date, we reserve the right to interrupt the provision of agreed services and to terminate our agreement.

**5. Team.** The services are provided to you by 10100. We cannot guarantee the availability of any individual team member and we reserve the right to change the team members working on your assignment if necessary. If we do so, we are responsible for ensuring that the persons working on your assignment possess the necessary professional skills needed to deliver you the agreed deliverables.

**6. Non-solicitation.** Our team consists of highly capable experts and we expect you not to solicit or recruit our employees during our engagement or within a period of six (6) months thereafter. Should you do so, we are entitled to charge you a hiring fee amounting to the employee's monthly salary with us times six (6).

**7. Confidentiality.** The parties shall maintain the confidentiality of any information received from the other party, either marked confidential or to be understood as confidential by its nature. The parties shall disclose and use such information only for the purposes for which they were intended. Disclosure of confidential information within a party is permitted only on a need-to-know basis, and disclosure by 10100 to third parties is permitted based on the Customer's express or implied consent for the purposes of providing services to the Customer. Disclosure of confidential information is permitted if required by applicable laws. This confidentiality obligation shall remain in force regardless of the termination or expiry of our agreement.

**8. Intellectual Property.** Unless otherwise agreed in writing, 10100 shall retain all intellectual property rights, whether registrable or not, including but not limited to copyright, to the documents, methods, information, structures, logic, source code and other deliverables and parts thereof created during the provision of services to Customer. Customer, together with its affiliates, is granted the right to use such deliverables in their internal operations and, limited to this purpose, also create copies, and make amendments to the deliverables. Customer, or its affiliates, shall not have the right to sell or publish the deliverables or otherwise make use of the deliverables exceeding the agreed purpose of use. Each party shall retain its rights to any materials it had prior to or developed independently from the services provided hereunder.

**9. Personal Data.**

**9.1.** If the agreed services include processing of personal data on behalf of Customer, Customer acts as data controller and 10100 acts as data processor, as defined in GDPR, with respect to such personal data ("Customer Personal Data").

**9.2.** We process personal data in accordance with mandatory data protection laws, especially but not limited to the General Data Protection Regulation of the EU ("GDPR", Regulation 2016/679/EU) ("Data Protection Laws") and lawful written instructions provided by Customer. At request by Customer, 10100 shall also provide Customer with the information and documentation necessary to demonstrate compliance with the obligations set out in Data Protection Laws.

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**9.3.** Parties shall agree on the nature and categories of Customer Personal Data to be processed in advance. Customer shall disclose to Provider the purposes for which Customer Personal Data is intended to be processed in connection with the service.

**9.4.** Customer shall be responsible for ensuring that it complies with all obligations of data controller in accordance with Data Protection Laws. Customer especially undertakes to i) ensure the lawful grounds for processing Customer Personal Data, including but not limited to the potential collection of consents, ii) fulfill its transparency obligations towards data subjects before assigning services which require personal data processing to 10100, and to iii) carry out the risk assessments or impact assessments required by Data Protection Laws prior to assigning the services to 10100.

**9.5.** 10100 shall, at request by Customer, provide reasonable assistance to Customer with respect to fulfilling the controller's obligations under Data Protection Laws, such as providing information for handling data subject requests, authority requests or notifications, assistance in carrying out data protection impact assessments and investigation, mitigation and remediation of personal data breaches. Assistance is not included in the Fee and 10100 has the right to invoice Customer of its assistance work by the hour in accordance with its applicable list prices.

**9.6.** 10100 shall notify Customer without undue delay of becoming aware of a personal data breach affecting Customer Personal Data and provide Customer with sufficient information to allow Customer to meet the obligations set out in Data Protection Laws, especially with respect to the notification and communication obligations set out in Articles 33 and 34 of GDPR. The notice shall be given in writing (email notification) to the primary contact person of Customer.

**9.7.** Transfer of Customer Personal Data to countries outside of the EU/EEA may be necessary when carrying out specific processing activities performed by 10100 or its selected sub-contractors. Customer agrees that when transfer of Customer Personal Data to a country outside of the EU/EEA is necessary for such specific processing activity, 10100 or its sub-contractors may use standard contractual clauses adopted by the European Commission (as in force from time to time), or other appropriate safeguards, in order to comply with the requirements, set out for international personal data transfers in the GDPR.

**9.8.** 10100 allows and contributes to audits requested by Customer, whether performed by Customer, or an external auditor mandated by Customer, provided that Customer notifies Provider of such audit, the auditors' identities, and the reason for such audit at least 60 days prior to the intended commencement of such audit. The scope of the audit shall be strictly limited to the processing of Customer Personal Data. The audit shall be conducted in such a manner that it does not intervene 10100's business or that 10100's undertakings towards its stakeholders (including but not

limited to 10100's customers, partners and vendors) are in no way jeopardized. 10100 shall have the right to request confidentiality agreements to be signed by any auditors or other externals participating in the audit before granting access to its systems, devices, premises, documents, data and other assets. Customer shall cover the fees and costs of its auditors, as well as reasonable costs incurred to 10100 as a result of participating in or otherwise facilitating such audit.

#### **10. Security.**

**10.1** 10100 endeavors to prevent unauthorized access to its information systems and devices by appropriate technical and organizational measures. Access to Customer's data is limited to the team members working on the assignment.

**10.2** Customer shall be liable for the security of its own systems, devices, applications, application programming interfaces, networks and user credentials, as well as any means of data transfer requested by Customer.

**10.3** Up until the date of delivery of agreed deliverables and three (3) months thereafter, 10100 shall be responsible for making and keeping necessary backups of such deliverables and data relating to it. After the delivery of agreed deliverables, Customer shall be responsible for making necessary backups thereof at its own expense. You understand that recovering such materials from us after the abovementioned retention period may be impossible.

**11. Sub-contracting and Third-Party Services.** 10100 shall have the right to engage and use sub-contractors, including freelancers and services offered by third-party service providers, when carrying out its services for the Customer. 10100 will be responsible for the suitability of the sub-contractor for the agreed assignment and for the quality of the service provided by its sub-contractors and third-party services used by it. If the Customer has concluded its own agreement with a third-party service provider following our recommendation, we assume no liability for the service provided by such service provider.

**12. Termination.** Unless otherwise agreed in writing, both parties may terminate the agreement between us with a ninety (90) days' notice by providing the other party a written notice of termination. You are obliged to pay the Fee for the services provided and the costs incurred up to the termination of our agreement. If we have agreed on a fixed price for certain deliverables, and they are not completed at the time of termination, we are entitled to receive the agreed Fee *pro rata* in proportion to the degree of completion of the agreed deliverables.

**13. Liability.** Our maximum liability arising out of or in connection with the services provided under these Terms is limited to a) the aggregate Fees invoiced by us in connection with any separately agreed assignment, or b) in case of continuous services provided by us, to the aggregate amount of Fees invoiced by us during the twelve (12) month period immediately preceding the event giving rise to the claim. We shall not in any event be liable for any losses of

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profit, revenue, contracts, goodwill or data, or for any other indirect or consequential damages or losses.

**14. Other terms.**

**14.1 Choice of Law.** These terms and any agreement made under or related to these Terms is exclusively governed by and construed in accordance with the laws of Finland.

**14.2. Disputes.** Any dispute, controversy or claim that may arise out of or in connection with these Terms, our agreement under or relating to this Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. Regardless of the foregoing, we are entitled to commence proceedings to recover any amount due to us in any court with jurisdiction over the Client or any of the Client's assets.

**14.3 Amendment.** The parties may amend or modify these Terms only through a written agreement authorized by both parties.

**14.4 Assignment.** Notwithstanding 10100's right to use sub-contractors or third-party service providers in Clause 11 above, neither party may assign its rights and/or obligations under these Terms to a third party without a prior written consent of the other Party.