Lumoa General Terms and Conditions

Version 1 May 2024

1 Scope, Application and Definitions

1.1 These Lumoa General Terms and Conditions ("**Lumoa GTC**") shall apply to the Services specifically provided by Netigate group company Lumoame Oy ("**Lumoa**") to the customer ("**Customer**") under the Agreement. These Lumoa GTC are incorporated by reference into the Agreement.

1.2 Lumoa and Customer are hereinafter referred to also as a "**Party**" or jointly the "**Parties**".

1.3 "**Affiliate**" of a Party means an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty (50 %) percent or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.4 "**Agreement**" means the Software as a Service Agreement, or the "click-through" order through Lumoa's website, or the signed order form from Lumoa or Netigate (as the case may be) entered into between the Parties, including any Appendices attached thereto as well as any amendments or addenda to the Agreement and/or its Appendices or any additional Services that may subsequently be agreed upon between the Parties.

1.5 "**Effective Date**" means the start date of the Services as set forth in the Agreement or, if not specified there, latest the date the Customer takes the Services into use (as the case may be).

1.6 "**Intellectual Property Rights**" means patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any Confidential Information.

1.7 "**Service**" means Lumoa's service defined in the Agreement or appended thereto as a separate Service Description appendix, or otherwise as described from time to time on Lumoa's website, or any additional services provided by Lumoa to the Customer under the Agreement.

1.8 "**Software**" means Lumoa's proprietary software, including any changes, updates, upgrades, modifications and enhancements made thereto, and any related modules, add-ons, tools, browser plugins and applications as well as any documentation relating thereto all of the foregoing to the extent offered by Lumoa.

2 Use of the Service

2.1 Subject to the Customer's compliance with all the terms of the Agreement and against due payment of the agreed Fees, Lumoa grants to the Customer and its Affiliates a non-exclusive, non-transferable, limited right to access and use the Service during the term of the Agreement solely for the purpose specified in the description of the Service. Customer shall be fully liable of its Affiliates and its subcontractors use of the Service.

2.2 The Customer is not entitled to resell or in any other way distribute the Service to third parties without the written consent of Lumoa.

2.3 Lumoa is entitled to produce the Service as it deems appropriate. Lumoa shall be entitled to make such changes to the Service that (a) relates to the production environment of the Service and does not materially

affect the contents of the Service; (b) is necessary to prevent data security risks related to the Service; or (c) results from law or regulation by authorities. If Lumoa makes a change to the Service as specified in this section 2.3 which has a material effect on the Service, Lumoa shall inform the Customer of the change in in advance or, if this is not reasonably possible, without delay after Lumoa has made the change to the Service.

2.4   Lumoa shall be entitled to make other changes to the Service than specified in section 2.3 after informing the Customer of the change in advance. If the change has a material effect on the contents of the Service, Lumoa must inform the Customer of the change in writing at least thirty 30 days before the effective date of the change. If the Customer does not accept the change to the Service, the Customer shall have the right to terminate the Agreement to end on the effective date of the change by notifying Lumoa thereof in writing.

2.5   The Customer acknowledges that the Service cannot be deployed before the Customer has provided the required information and fulfilled its other obligations under the Agreement and Lumoa shall not be liable of any delays or damages attributable to the Customer's breach of its obligations under the Agreement.

2.6   Notwithstanding the foregoing, Lumoa is entitled at any time to modify any free-of-charge or free trial Services, and/or stop providing free-of-charge or free trial Services.

3   Customer's Main Obligations

3.1   The Customer undertakes to perform the tasks for which it is responsible with due care and in conformity with the Agreement and as further specified in the description of Service or as otherwise agreed between the Parties.

3.2   The Customer shall be responsible for acquiring and maintaining the hardware, connections and software that the Customer needs to use the Service. The Customer shall be responsible for the data communication and other comparable costs related to the use of the Service. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the requirements specified by Lumoa.

3.3   The Customer shall provide Lumoa with sufficient and correct information for the deployment and also otherwise reasonably contribute to the deployment of the Service. The Customer shall be responsible for the data, information and instructions provided to Lumoa and for keeping them up to date. The Customer shall be responsible for the clarity, readability and usability of the data, information and instructions provided to Lumoa and/or submitted to the Service and/or to the Software.

4   Term and Termination

4.1   Unless otherwise agreed in writing or in the Agreement, this Agreement shall enter into force at the Effective Date and shall remain in force twelve (12) months from the Effective Date, with automatic renewal if not terminated per Section 4.3.

4.2   Each Party shall have the right to terminate the Agreement for cause with immediate effect if (a) the other Party is in material breach of its obligations under the Agreement and does not remedy such breach (where capable of remedy) within thirty (30) days after receiving a written notice of the breach from the other Party, or (b) if the other Party is declared bankrupt, is placed into liquidation or financial restructuring or is otherwise insolvent.

4.3   Each Party has the right to terminate the Agreement upon at least ninety (90) days prior written notice (e.g. where the Agreement runs for 12-month Terms, this shall mean at least 90 days before the end of the current Term). In the event the Customer uses this right to terminate the Agreement, Lumoa shall not be obliged to refund any advance made payments whatsoever to the Customer.

4.4 Free trial. Lumoa may offer a free trial of Services, in which Customer may for free test of some or all parts of the Service, as defined by Lumoa in its full discretion. Lumoa reserves the right to change the nature the process and length of the free trial at any time.

5 Intellectual Property Rights and Indemnity

5.1 All rights, title and interest, including all Intellectual Property Rights in and to the Service including any improvement or development thereof shall belong exclusively to Lumoa (or its licensors', as the case may be).

5.2 The Customer shall retain all rights, title and interest in and to any data transferred or stored by the Customer in the Service. By submitting any data to Lumoa the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit the data to Lumoa and have Lumoa process such data for the purposes of the Agreement.

5.3 Lumoa agrees to defend the Customer, at its own expense, against any third party claims or actions where a third party claims that the use of the Service in accordance with the terms and conditions of the Agreement infringes upon the copyright or patent right of such third party valid in the European Economic Area, provided that the Customer:

   5.3.1 notifies Lumoa of such claim immediately upon receipt of notice thereof;

   5.3.2 provides Lumoa, free of charge, with all available information, permissions and assistance;

   5.3.3 grants Lumoa the exclusive and sole right to control the defense of the claim; and

   5.3.4 does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of Lumoa.

5.4 If the Customer has acted in accordance with Sections 5.3.1 to 5.3.4, Lumoa shall pay any damages finally awarded to the third party claimant by a competent court of law or court of arbitration.

5.5 If Lumoa justifiably deems that the use of the Service infringes or may infringe upon any third party rights, Lumoa shall have the right, at its own expense and in its sole discretion, to (i) modify the Service or if it's not commercially reasonable for Lumoa to modify the Service, (ii) terminate the Service and/or the Agreement subject to a notice period defined by Lumoa, upon which the Customer agrees to cease using the Service and Lumoa agrees to reimburse the Fee paid by the Customer for the Service, less a proportion equal to the time of use of the Service by the Customer.

5.6 The indemnity in this Section 5 does not apply to, and Lumoa is not liable for any claim that (i) is based on a claim by any Customer Affiliate; or (ii) is based on the modification or alteration of the Service by the Customer or any third party on behalf of the Customer; (iii) results from Lumoa complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; or (iv) in the event of the Customer's free trial use of the Services.

5.7 This Section 5 sets out the entire liability of Lumoa and Customer's sole remedy in case of any infringement of any third-party rights.

6 Fees and Payment Term

6.1 The Fees for the Service are defined in the pricing/fees section of the Agreement, or appended thereto as a separate Price List appendix (as the case may be). Any other services or deliverables not expressly defined in the Agreement as being included in the Fee, shall be charged in accordance with Lumoa's then applicable

price list, or in absence of such price list, on time and material basis. Fees paid are non-refundable, except as provided in these Terms or when required by law.

6.2   Customer can add more services to the Agreement or upgrade to a higher feedback tier with written notification to Lumoa. Lumoa is eligible to charge for a tier increase as per Price List. The difference in earlier tier and new tier is charged pro-rata for the remaining of the invoicing period. For example, if there is 6 month left of the 12 month invoicing period at the time of the tier increase, Lumoa charges 6 months of the annual tier fee increase which equals 50% of the tier increase fee. If Customer decides to downgrade to a lower feedback tier, any discounts applicable to this Agreement compared to Lumoa's list prices will cease to exist.

6.3   Lumoa reserves the right to increase its Fees yearly by seven percent (7%) without prior written notice to the Customer. The change shall not affect the Fees for invoicing periods commenced before the effective date of the change. The Fee increase shall take effect on the date of the commencement of the consecutive invoicing period. If the increase is more than 7%, Lumoa will notify the Customer of the Fee increase for the consecutive invoicing and agreement period no later than ninety (90) days prior invoicing date or expiry of the agreement period. In case of yearly Fee change of more than seven percent (7%) the Customer shall be entitled to terminate the Agreement to end on the effective date of the Fee change by notifying Lumoa thereof in writing.

6.4   All Fees are defined without value added tax (VAT) or any other applicable sales tax, which shall be added to the Fees in accordance with the then applicable tax laws and regulations.

6.5   The Fee shall be invoiced on a monthly basis in advance or annually in advance for the following twelve (12) month period as agreed in the Agreement. Unless otherwise agreed in the Agreement, the terms of payment of each invoice shall be twenty (20) days net from the date of the invoice.

6.6   For orders placed via website with credit card instead of invoicing, the following shall apply. If the credit card transaction for payment of the Fee is rejected for non-sufficient funds or otherwise fails for any reason, Customer agrees that Lumoa may at its discretion attempt to process the charge again by any method authorized. If paying with credit card, Customer represents and warrants that the credit card information provided is correct and that Customer will promptly notify Lumoa of any changes to such information.

6.7   Overdue interest on any amounts overdue shall accrue in accordance with the applicable Finnish Interest Act (*1982/633,* as amended). If the Customer fails to pay any Fees within thirty (30) days from the date such Fees have fallen due, Lumoa shall have the right, in its sole discretion, to either suspend the performance of its obligations under the Agreement, or terminate the Agreement with immediate effect.

7   Confidentiality

7.1   Each Party (for the purpose of this Section 7, the "Receiving Party") shall keep in confidence all material and information (including but not limited to any algorithms used in the Service or in the Software, technical, commercial or financial information and Intellectual Property Rights) received from the other Party (for the purposes of this Section 7, the "Disclosing Party") and marked as confidential or which should be understood to be confidential ("Confidential Information"), and may not use such Confidential Information for any other purpose than those set forth in the Agreement. The Customer shall not use, reverse engineer, disassemble, decompile or disclose any data or Confidential Information received from Lumoa (regardless of the contents of that data or Confidential Information) for the purposes of developing service or software similar or corresponding to the Service or the Software or service or software replacing the Service or the Software.

7.2   The Receiving Party shall not have the right to disclose Confidential Information to any third party, except its Affiliates and subcontractors that need to know such Confidential Information for the purpose of the Agreement and while involved in the performance of the Agreement. Any disclosure of Confidential

Information to Affiliates and subcontractors shall only take place subject to a written non-disclosure agreement at least as protective of the Disclosing Party's rights and interests in its Confidential Information as set out in this Section 7 and such non-disclosure agreement shall not grant an Affiliate or subcontractor any right to further disclose or distribute the Confidential Information of the Disclosing Party.

7.3   The confidentiality obligation shall, however, not apply to material and information, (a) which is or later becomes generally available or otherwise public without a breach of the Agreement by the Receiving Party; or (b) which the Receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the Receiving Party prior to receipt of the same from the Disclosing Party without any obligation of confidentiality related thereto; or (d) which the Receiving Party has independently developed without any use of or reference to the Confidential Information received from the Disclosing Party.

7.4   Notwithstanding to the provisions of the Agreement, Lumoa may collect, analyze, and use any aggregated, de-identified data and related information for the purposes of product and business development. In addition, Lumoa may use, store, or disclose such information or material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual or company.

7.5   Each Party shall promptly upon termination of this Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the Disclosing Party and, unless the Parties separately agree on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the Disclosing Party. Each Party shall, however, be entitled to retain the copies required by law or regulations applicable to such Party.

7.6   Notwithstanding the generality of Section 7.1 and Section 7.2 above, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement and retained in the unaided memories of the personnel of a Party, provided such use complies with this Section 7.

7.7   The rights and obligations under this Section 7 shall survive the expiry or termination of this Agreement for a period of three (3) years from such expiry or termination.

8   Processing of Personal Data

8.1   The use of Service or Software does not typically require submitting of any personal data to the Service or the Software. To the extent the Customer inputs any personal data in to the Service, Lumoa (or its subcontractor where appropriate) processes such data on behalf of and for the benefit of the Customer while the Customer remains at all times the data controller for such personal data. Such processing of personal data by Lumoa is subject to terms as set out in this Section 8, unless a separate data processing agreement (DPA) is entered into between Lumoa and the Customer. Lumoa processes the personal data submitted by the Customer to Lumoa in accordance with the Customer's instructions and applicable data protection legislation.

8.2   Lumoa implements appropriate technical and organizational measures to secure the Customer's personal data; such measures include implementing reasonable and sufficient confidentiality obligations.

8.3   Lumoa shall assist the Customer in complying with its obligations under applicable data protection laws, including assisting in responding to requests by data subjects and supervisory authorities to the extent reasonably necessary. Lumoa shall notify the Customer of any data breaches concerning personal data. Lumoa shall be entitled to charge for any reasonable costs and expenses incurred as a result of such assistance.

8.4 Lumoa shall make available to the Customer information reasonably necessary to demonstrate compliance with the applicable data protection laws and contribute to audits conducted by the Customer or its representative in relation to the processing of personal data by Lumoa. Lumoa shall be entitled to charge for any reasonable costs and expenses incurred Lumoa.

8.5 Upon Customer's request, Lumoa shall provide information on where its subcontractors' servers are located. The Customer represents and warrants that it has obtained the necessary permits, authorizations and consent to allow Lumoa to process personal data in context of the Services as set out in the Agreement.

8.6 The Customer understands and accepts that the Customer's data may be provided to Lumoa's subcontractors for the purposes of providing the Services and for securing and improving their services as well as other purposes set out in this Agreement. Lumoa shall reasonably ensure that such subcontractors are subject to equivalent requirements regarding confidentiality and data protection, as those set out in the Agreement.

8.7 Lumoa data retention policy is rolling year and two previous calendar years. For longer data retention, fees apply as in set forth in the Price List.

8.8 Upon termination of the Agreement or upon the Customer's written request, Lumoa shall either destroy or return to the Customer the personal data processed hereunder.

9 Data Security

9.1 Each Party shall comply with the requirements agreed between the Parties in writing and the legal requirements set out in applicable laws related to data security. To the extent the Parties have not agreed otherwise in writing regarding data security requirements, the terms set out below in Section 9.2 shall apply.

9.2 Each Party shall ensure that the Party's own environments, such as equipment, communications network, service production facilities and business premises, are protected against data security threats in accordance with the adequate data security procedures. Neither Party shall be responsible for the data security of the general communications network or any disturbance in the general communications network.

10 Warranty

10.1 Lumoa does not warrant that the Service will be uninterrupted or error-free. However, Lumoa agrees to use commercially reasonable efforts to correct any material error or deficiency in the Service.

10.2 The Customer shall be solely liable of errors or deficiencies attributable to (a) changes to the Service made by the Customer which have not been approved by Lumoa in writing; (b) use of the Service contrary to the Agreement, or the written instructions given by Lumoa; (c) disturbances or interruptions in the Service due to data network; or (d) a service or product not supplied by Lumoa or other similar reason outside of the control of Lumoa.

10.3 Lumoa does not accept any liability for the operation and function of any Customer or third-party products, services, actions or omissions, including, but not limited to, those of third-party data providers.

10.4 To the extent allowed by mandatory law, Lumoa does not have any other responsibility or liability for the Service. The Service is provided "as is" and "as available" and Lumoa expressly disclaims all other express or implied warranties, including but not limited the warranties of merchantability, correctness and fitness for a particular purpose.

11   Limitation of Liability

11.1   The total aggregate liability of a Party under and in relation to this Agreement shall not exceed an amount equal to the Fees (excluding VAT) paid to Lumoa during the six (6) months immediately preceding the event giving rise to liability.

11.2   Neither Party shall be liable to the other Party (or any third party) for any indirect, incidental, consequential, punitive or special loss or damage, or any loss of profit, loss of revenue, loss of business, loss of data or loss of goodwill.

11.3   The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or to damages caused by the breach of the confidentiality obligations under Section 7 (Confidentiality) or the Customer's breach of Lumoa's Intellectual Property Rights.

12   Audits

12.1   During the term of the Agreement, the Customer shall have the right, from time to time but not more frequently than once each contract year, under reasonable conditions of time and place, to audit by an independent third party auditor, including without limitation the Customer's auditors, or by representatives of a competent authority, all records of Lumoa materially pertaining to the provision of the relevant Services as may be reasonably required for the Customer's internal or external audit purposes, excluding, however, Lumoa's records regarding internal pricing and Lumoa's other clients' information. Such third party must be a reputable independent entity who is not a competitor of Lumoa and who has prior to commencement of any auditing activities signed a confidentiality agreement with Lumoa that is substantially similar to Clause 7 (Confidentiality) above. The audit timetable, cost, method and scope will be agreed beforehand between the Parties and the audit may not burden Lumoa or endanger Lumoa or Lumoa's other clients' delivery, quality, security or confidentiality. Lumoa agrees to correct any non-compliance with the Agreement found during such audit or inspection without extra costs. The Customer agrees to hand-over a copy of the audit report to Lumoa.

12.2   The costs relating to any independent third-party auditor used to perform the audits shall be borne by the Customer. The Customer shall bear its own costs in relation to the audits and Lumoa will bear all reasonable costs incurred by it in relation thereto.

13   Force Majeure

13.1   Either Party must without delay notify the other Party in writing of the beginning of any Force Majeure event, its probable duration and end.

13.2   Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

13.3   Events of Force Majeure are events beyond the control of the Party which occur after the Effective Date of the Agreement and which were not reasonably foreseeable at the time of signing the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, strikes, natural disasters, fire and explosions.

13.4   If an event of Force Majeure results in delay or non-performance of a Party for a period of two (2) weeks or longer, then either Party shall have the right to terminate the Agreement with immediate effect without liability towards the other Party; provided that the foregoing shall not relieve the Customer from the obligation to pay for all Services until the effective date of termination.

14   Miscellaneous

14.1   No-Waiver

No failure to exercise and no delay in exercising on the part of either Party of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude the enforcement of any other right, power or privilege, nor shall the waiver of any breach of any provision herein be taken or held to be a waiver of the provision itself.

14.2   Severability

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of competent jurisdiction, neither the legality, validity or enforceability of the remaining provisions shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which achieves to the extent possible the original purpose and commercial goal of the invalid provision. All other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved.

14.3   Assignment

Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the above, Parties shall, however, be entitled to assign the Agreement in whole or in part to its Affiliates and in the connection with a merger or acquisition process including but not limited to the transfer of business and/or any other corporate transaction or restructuring.

14.4   Modification

The terms and conditions of this Agreement may only be amended by a written amendment signed by both Parties.

14.5   Surviving Clauses

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

15   Applicable Law

15.1   This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

16   Arbitration

Any dispute, controversy or claim arising out of or relating to this contract, 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 number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland.

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