Lounea Palvelut Oy's General Terms and Conditions for Corporate Customers
1.11.2026

This is an unofficial translation. If there are any inconsistencies between the Finnish and English versions, the Finnish version shall prevail.

1. SCOPE OF APPLICATION

1.1. These General Terms and Conditions are applied to the services provided by the supplier to corporations, businesses and other legal entities. These General Terms and Conditions can, by agreement, also be applied under other circumstances.

1.2. In addition to these General Terms and Conditions, other terms and conditions may be applicable to the service. If these General Terms and Conditions conflict with service group, service or campaign-specific terms and conditions, the service group, service or campaign-specific terms and conditions shall have priority.

2. DEFINITIONS

2.1. **Customer** shall mean a corporation, business or other entity that will conclude or has concluded an agreement with the supplier.

2.2. **Customer material** means data, materials, messages and instructions entered into the service by the customer or provided by the customer for processing in the service. Customer material does not include technical log data, analytics data or metadata generated in the provision, monitoring, information security, maintenance or development of the service.

2.3. **Law** shall mean acts, statutes, orders and decisions by authorities as well as other mandatory legal norms in force at any given moment.

2.4. **Service** shall mean such (a) communication, installation, maintenance, upkeep, support, consulting or software service or other service; (b) licence or other similar right; or (c) hardware, software or other commodity that is specified in the agreement.

2.5. **Parties** shall mean both the customer and the supplier collectively.

2.6. **Party** shall mean either the customer or the supplier separately**.**

2.7. **Agreement** shall mean the agreement on the service between the parties.

2.8. **AI Act** means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence, as in force from time to time and applicable national legislation supplementing that Regulation.

2.9. **AI system** has the meaning given to it in the AI Act as in force from time to time. **High-risk AI system** means an AI system considered high-risk under the AI Act.

2.10. **Supplier** shall mean Lounea Palvelut Oy or other legal entity that belongs to the same group of companies as the supplier at any given moment.

3. CONCLUSION OF THE AGREEMENT

3.1. The agreement shall enter into force when the supplier has approved the customer's order, for example, by providing an order confirmation or opening the service.

3.2. The supplier has the right to check credit references as necessary with actors who register credit references.

3.3. The supplier has the right to require, as a prerequisite for the entry into force of the agreement or due to late payment or some other justified reason even after the conclusion of the agreement, that the customer pay an advance payment defined by the supplier or that the customer lodge a security approved by the supplier within a time limit set by the supplier. No interest is paid on the advance payment or security. The supplier has the right to realise the security including accumulated return and assets that have accrued instead as it sees fit in order to cover its receivable due for payment as well as any collection costs and legal expenses. The customer shall be liable for the management and realisation expenses of the security.

3.4. The supplier has the right to set a usage or credit limit as a prerequisite for the entry into force of the agreement. Setting a usage or credit limit does not free the customer from the obligation to pay the fees arising from the use of the service, even if the amount of the fees exceeded the usage or credit limit.

4. DELIVERY AND USE OF THE SERVICE

4.1. The party shall undertake to perform the matters for which it is responsible according to the agreement and with due care.

4.2. The supplier is only responsible for delivering the services specified in the agreement. The customer shall be responsible for other services, rights, hardware, software or other commodities than those specified in the agreement, including their acquisition, installation and maintenance, conformity with law, function, compatibility and freedom from interference as well as for their information security, protection and updating.

4.3. The supplier shall ensure that the service is in conformity with the agreement and requirements set out in Finnish law. The supplier is not responsible for ensuring that the service is fit for the customer's purposes.

4.4. The delivery time shall be agreed in writing. If the delivery time has not been agreed in writing, the service shall be delivered within a reasonable time from the entry into force of the agreement.

4.5. The delivery of the service is conditional on that (a) the customer provides the advance payment or security, if applicable; (b) the permits or consents that may be required from authorities, property owners or other third parties are obtained in a normal procedure or otherwise without unreasonable trouble or delay; (c) no circumstance depending on the customer, a third party or other than a normal technical obstacle hampers the delivery; (d) the customer arranges unhindered access to the necessary premises, when necessary; and (e) the customer's representative can be reached and is present when necessary. The customer shall be responsible for the preconditions for the delivery of the service as long as the agreement is in force. At the customer's request, the supplier shall give necessary additional information on such preconditions for the delivery of the service that the customer is responsible for.

4.6. The service shall be delivered within the scope of the supplier's working hours and methods.

4.7. The customer is responsible for giving the supplier correct, sufficient and up-to-date information for the delivery of the service within a time limit set by the supplier, and also otherwise for contributing to the delivery of the service. The customer is responsible for the information and instructions that it has given the supplier. The customer shall inform the supplier of any changes in the information or instructions without undue delay.

4.8. The customer has the right to require that the supplier provide or make available the necessary user manuals in connection with the delivery.

4.9. The service shall be deemed delivered when it is available to the customer. If the service cannot be made available to the customer for a reason that the customer is responsible for, the service shall be deemed delivered when the supplier has done what is required of the supplier for making the service available to the customer.

4.10. The customer shall without undue delay check that the service is in conformity with the agreement. The delivery is deemed accepted, if the customer takes the service into production use or if the customer does not make a specified complaint in writing no later than 8 days from the delivery date.

4.11. The customer is obliged to follow the supplier's or other proprietor's instructions on the use of the service. The service shall be used in accordance with instructions, the agreement, law and good practice and only for the agreed purpose. If the supplier has reasonable grounds to suspect that the service is used contrary to this section 4.11, the supplier has the right to suspend the use of the service without any liability.

4.12. The supplier has the right to decide on the IDs related to the service, such as user names, passwords, IP or e-mail addresses or telephone numbers. The supplier has the right to change the IDs for a justified reason by informing the customer. The customer has no rights to the IDs after the termination of the agreement.

4.13. A party shall keep the passwords and other such confidential IDs carefully and protect them from unauthorised use by a third party.

4.14. The customer uses the service on its own responsibility. The customer is responsible for its use of the service as well as for the use of the service with its hardware, software or IDs and for the fees arising from said use. The customer is not freed from responsibility even if the service had in fact been used by a third party.

4.15. The customer shall inform the supplier immediately if the customer suspects that its hardware, software or passwords or other such confidential IDs have disappeared or are without authorisation in the possession of a third party. The supplier has the right to suspend the use of the service without any liability immediately on having received such notice. If the supplier has justified reason to believe that the customer's hardware, software or passwords or other such confidential IDs have disappeared or are without authorisation in the possession of a third party, the supplier also has the right to suspend the use of the service without any liability. The customer is responsible for the use of the service and the fees arising therefrom even in this case, regardless of its negligence, until the supplier has suspended the use of the service.

4.16. A party is responsible for taking back-ups of its data and files.

4.17. A party has the right to use subcontractors. A party is responsible for its subcontractor’s performance as for its own performance. A party is obliged, when necessary, to contribute to the cooperation between its subcontractors and the subcontractors of the other party in tasks related to the service.

4.18. The supplier has the right to close, suspend or interrupt the service or restrict its use, at the request of the customer or if required by law. Unless otherwise agreed in writing, the supplier also has the right to interrupt a continuous service temporarily or restrict its use for a reasonable period of time, if this is necessary due to installation work, upkeep, maintenance, alterations or repairs or an information security threat. The supplier shall inform the customer of the interruption or restriction on its website or by other appropriate means well in advance or, if this is not possible by reasonable means, without undue delay after the supplier has been informed of such a circumstance.

4.19. The supplier may develop the service. The supplier has the right to make changes in the service that influence technical solutions and use. The supplier also has the right to make other changes in the service that do not influence the essential contents of the agreement. The supplier informs the customer of the changes on its website or by other appropriate means. If the supplier knows, however, that the change requires changes in the customer's hardware or software, the supplier shall inform of the change no later than one month before the change takes place. The customer shall take care of any changes needed in the customer's hardware or software at its own expense.

4.20. The supplier may make changes in its services offered. The supplier has the right to terminate the provision of a service or a service feature under a fixed-term agreement or an agreement valid until further notice, if the termination is due to a valid reason that the supplier could not reasonably have taken into account when concluding the agreement, and if the continued provision of the service or its feature causes unreasonable costs or unreasonable inconvenience to the supplier. The supplier shall inform the customer of the termination of the service or its feature in writing no later than one month before the

change takes effect. In such a case, the customer has the right, within one month of receiving notice, to terminate the agreement immediately as concerns the service to be changed. The customer does not, however, have the right of termination if the supplier provides the customer with a service that corresponds to the service specified in the agreement or one that the customer approves.

4.21. The customer undertakes to comply with the laws concerning the export, use and transfer of technical information.

4.22. Unless otherwise agreed in writing, the following terms also apply to the software specified in the agreement: A software delivery does not comprise installation, updates or maintenance. The supplier only gives the software a guarantee possibly issued by the manufacturer. The own terms and conditions of third-party software are primarily applied to third party's software.

4.23. Unless otherwise agreed in writing, the following terms also apply to the hardware specified in the agreement: A hardware delivery does not comprise installation, maintenance or upkeep. The supplier only gives the hardware a guarantee possibly issued by the manufacturer or importer. The customer may pick up the hardware at an agreed location, or if no location has been agreed, at a location in Finland indicated by the supplier. If the hardware is delivered to the customer, the customer is charged separately for the delivery costs. If the hardware delivery includes installation, the delivery and installation location is the location specified in the agreement, or if no such location is specified, the customer's address given when concluding the agreement, or if there is no such address, an address in Finland that the customer has separately given the supplier. The risk for the hardware passes to the customer when (a) the hardware is ready to be picked up by the customer; (b) when the hardware has been sent, if the hardware is delivered to the customer; or (c) when the hardware has been transferred to the customer's possession, if installation is included in the hardware delivery.

5. FEES AND TERMS OF PAYMENT

5.1. The fees of the service shall be agreed in writing. If the fees of the service have not been agreed in writing, fees based on the supplier's current price list shall apply.

5.2. The fees are quoted in euros excluding VAT, and the invoicing currency is the euro.

5.3. The current VAT is added to the fees. If the amount or grounds for VAT or any other charge set by authorities change due to amendments of law, the fees will change accordingly.

5.4. The supplier has the right to charge separately the costs arising from the permits and consents required by the delivery of the service.

5.5. The supplier has the right to charge separately the additional costs arising from the delivery of the service. Such costs may arise due to difficult terrain or soil, unusual construction of the delivery object or other such reason that the supplier could not reasonably have taken into account when concluding the agreement. The supplier shall

inform the customer of such additional costs and their estimated amount immediately on having learnt of them. In such a case, the customer is obliged to inform the supplier without delay if it undertakes to pay such additional costs or if it gives notice to terminate the agreement immediately. If the customer gives notice to terminate the agreement, the customer is liable to compensate the supplier for reasonable costs that have accrued up to that date.

5.6. The supplier has the right to charge separately normal and reasonable travel and lodging expenses as well as daily allowances. The supplier also has the right to charge separately for travel time at an agreed hourly rate.

5.7. The supplier has the right to charge separately the costs that have arisen from (a) incorrect, incomplete or outdated information or instructions given by the customer; (b) a delay caused by the customer; (c) investigation of the customer's unjustified complaint or other unjustified notice; or (d) another similar circumstance caused by the customer.

5.8. The customer is obliged to pay the basic fees and other fees as set out in the agreement, even if the service had not been available to the customer, if the unavailability is caused by the customer, is based on the obligations of the supplier set out in law or a reason set out in section 4.18.

5.9. The supplier shall invoice the service or its part, when the service or its part has been delivered. However, the supplier has the right to invoice the basic fees, the fixed fees charged periodically or other fees not based on usage according to agreed invoicing periods] in advance.

5.10. The payment term is 14 days from the date of the invoice. Lounea is entitled to charge an office and handling fee for each invoice in accordance with the price list.

5.11. The invoice options are an e-invoice or a paper invoice. A fee according to the price list will be charged for the paper invoice.

5.12. The customer may object to an invoice. An invoice is deemed accepted if the customer does not give the supplier a specified objection to the invoice in writing no later than 8 days from the date of the invoice. Ordering an invoice itemisation or other request for information is not regarded as an objection. The uncontested part of the fee shall be paid by the due date, regardless of any objection.

5.13. Late payment is subject to penalty interest on arrears. The minimum charge for interest on arrears is determined in accordance with the price list in force at the time. In the event of a delay in payment, a payment reminder fee will be charged in accordance with the Lounea service price list for each payment reminder sent. Lounea can transfer the overdue receivable to the collection agency for collection.

5.14. Lounea is entitled to refrain from delivering products and services' if the customer has overdue receivables from Lounea or the customer has a default note.

5.15. If the customer cancels an order or a notice of termination, and the supplier agrees to this, the supplier still has the right to charge the customer for the supplier's costs.

6. VALIDITY AND TERMINATION OF THE AGREEMENT

6.1. Unless otherwise agreed in writing or unless otherwise clearly provided by the nature of the agreement, the agreement is valid until further notice.

6.2. Unless otherwise agreed in writing, an agreement in force until further notice may be terminated to end 3 months from the notice of termination.

6.3. The customer's licences based on the agreement shall expire, at the latest, when the agreement ceases to be in force. When the licence expires, the customer shall, at the supplier's request, return any hardware, software or other commodities that the customer has been provided access to and any manuals, documents or other material related to the service in the same condition as they were when delivered to the customer, with normal wear and tear considered. The supplier also has the right to request that the customer destroy the commodities and material referred to in the sentence above, rather than return them. When necessary, the supplier has the right to take care of the necessary switching-off, removal, packaging, transportation and destroying at the customer's expense.

6.4. When the agreement ceases to be in force, all fees based on the agreement shall fall due regardless of invoicing periods. The supplier has the right to set off its claims against any fees that may be refundable to the customer. No interest is paid on fees that may be refundable. Subscription fees or other one-time fees are not repaid.

7. CONFIDENTIALITY

7.1. A party undertakes to keep confidential information received from the other party that is marked as confidential or that should be understood to be confidential and shall refrain from using it for other purposes than those defined in the agreement.

7.2. The confidentiality obligation shall not apply to information (a) that is generally available or otherwise public, (b) that the receiving party has received from a third party without a confidentiality obligation, (c) that the receiving party held without confidentiality obligation before receiving it from the other party, (d) that the receiving party has developed independently without exploiting information received from the other party; (e) that the receiving party is obliged to disclose based on law; or (f) the disclosure of which is based on a prior written consent given by the other party.

7.3. A party shall immediately cease using confidential information received from the other party and, when so requested, return or destroy said information including all copies of it in a reliable manner, when the agreement is terminated or when the party no longer needs said information for purposes defined in the agreement. However, a party has the right to store the information required by law.

7.4. The rights and obligations based on sections 7.1, 7.2 and 7.3 shall end 2 years from the termination of the agreement, unless otherwise provided by law.

7.5. The supplier has the right to use the expertise and experience it has acquired.

8. FORCE MAJEURE

8.1. A party is not liable for any delay, fault or damage arising from an impediment beyond its control and that the party could not reasonably have taken into account when concluding the agreement and the consequences of which the party is not able to prevent or overcome by reasonable means. Such force majeure is understood, unless proven otherwise, to mean, e.g. a war or insurrection, seizure for public needs, earthquake, flood or other comparable natural disaster, interruption of general transportation, general telecommunications or e-mail communications, interruption in the delivery of mail or general electricity distribution, overvoltage or undervoltage in the electricity grid or comparable disturbance, denial-of-service attack, cyberattack or their prevention measures, an import or export prohibition, strike, lock-out, boycott or other comparable industrial action. A strike, lock-out, boycott or other comparable industrial action is deemed to be force majeure even when the party is the object of or participates in such a measure, unless proven otherwise.

8.2. A force majeure event experienced by a subcontractor of the party is regarded as force majeure of the party, if the performance subject to subcontracting cannot be carried out or purchased somewhere else without unreasonable expenses or essential delay.

8.3. The party shall inform the other party of the introduction and termination of a force majeure event in writing unless the event prevents such notice.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The ownership and intellectual property rights to the service belong to the supplier or a third party. When this section 9 is applied, the service shall be deemed to also include the manuals, documents or other material related to service, if any.

9.2. Unless otherwise agreed in writing, the limited access to the service is granted to the customer as long as the agreement is in force. A licence to the software only applies to the machine-readable code of the software.

9.3. The customer does not have the right to reproduce, translate or alter the service or resell or otherwise assign the service to a third party, unless otherwise provided by law, without prior written consent by the supplier.

9.4. The supplier shall ensure that the service does not infringe a third party's intellectual property rights in Finland. The supplier is obliged to defend the customer at its own expense, if a claim that a service infringes the intellectual property rights of a third party in Finland is presented against the customer, provided that the customer informs the supplier of said claim in writing without delay and permits the supplier to use the respondents

rights in legal proceedings and gives the supplier, at the supplier's request and expense, all the necessary information and assistance as well as the necessary authorisations. The supplier is responsible for paying any imposed or agreed compensation to a third party, if the customer has acted in the above described manner.

9.5. If a court of law has found or if the supplier otherwise has justified reason to presume that the service infringes the intellectual property rights of a third party, the supplier has the right, at its own expense, to (a) acquire for the customer the right to continue to use the service, (b) replace the service with another comparable service, or (c) modify the service so that it no longer infringes any rights but corresponds to the service specified in the agreement. If none of the above alternatives is possible at terms reasonable to the supplier, the customer shall, at the supplier's request, cease using the service and return any hardware, software or other commodity as well as any manuals, documents or other material related to the service, and the supplier shall, at the customer's request, refund the fees that the customer has paid for the service after deductions for actual time of use.

9.6. The supplier is not responsible for a claim (a) made by a party that has control over the customer, either based on the definition of the Finnish Accounting Act or actual control, or over which the customer has corresponding control; (b) that arises from a modification that the customer has made or has had made in the service or from following the customer's instructions; (c) that arises from the use of the service together with a service that is not delivered or approved by the supplier; (d) that arises from the use of the service contrary to the agreement or for a purpose for which it is not designed or meant; or (e) that could have been prevented by using a service that the supplier had offered to the customer without separate charge and that corresponds to the service specified in the agreement.

9.7. The supplier's responsibility for the infringement of the intellectual property rights of the service is limited to what has been agreed in this section 9.

10. SERVICES INCORPORATING ARTIFICIAL INTELLIGENCE

10.1. This section 10 applies to the extent that the service contains, uses or relies on an AI system or the supplier uses an AI system in providing the service or in activities related to it. The use of AI systems in the service or in related activities does not alter the allocation of responsibilities between the parties under the agreement, unless otherwise required by mandatory law.

10.2. The obligations under the AI Act depend on the service, the intended purpose of the AI system and the parties' respective roles under the AI Act. The supplier is responsible only for those obligations under the AI Act that apply to the supplier's own activities and role. If the service contains or uses a third-party AI System, the terms and conditions, instructions for use, documentation and restrictions of that third party may also apply to the service.

10.3. If the Service contains a high-risk AI system, the supplier shall provide or make available the information and instructions for use required by the AI Act to the extent applicable to the supplier's activities and the service, in an appropriate digital or other format. If the service contains AI functionality subject to transparency obligations or other specific

obligations under the AI Act, the supplier shall provide or make available the information and notices or implement the measures, required by the AI Act to the extent applicable to the supplier's activities and the service, in the service description, service-specific terms and conditions, instructions for use, a separate AI annex, the service user interface or by other appropriate means.

10.4. The customer is responsible for the information, materials and instructions it enters into the service and for having the right to disclose and use them in and in connection with the service. The customer shall use the service, the AI systems included in it and their outputs in accordance with the agreement, the instructions for use, the law and good practice. The customer is responsible for evaluating and using the outputs of AI systems in its own operations.

10.5. The supplier shall not use customer material to train or fine-tune AI models or AI systems without the customer's consent, an agreement or another applicable legal basis.

11. DELAY AND FAULT

11.1. A delivery is delayed if the service has not been delivered within the delivery time agreed in writing. A delivery is not delayed, however, if (a) the delay depends on a reason that the supplier is not responsible for; or (b) if the supplier provides the customer with a service that corresponds to the service specified in the agreement or one that the customer approves.

11.2. The service is faulty if it deviates essentially from what the parties have agreed in writing and the deviation hampers the use of the service in an essential manner. The service is not faulty, however, if (a) the deviation depends on a reason that the supplier is not responsible for; or (b) if the supplier provides the customer with a service that corresponds to the service specified in the agreement or one that the customer approves.

11.3. The lack of manuals or other documents related to the service, the need for settings or adjustments or a deficiency that does not prevent the use of the service is not regarded as a delay or fault. The supplier is, however, responsible for correcting the deficiency referred to in the sentence above without undue delay, if the customer notifies the supplier of the deficiency in writing within a reasonable period of time from the date when the customer has detected or should have detected the deficiency. A reasonable time is defined as 8 days, unless otherwise proven or provided by law.

11.4. If the service is closed, suspended or interrupted or the use of the service has been restricted on the basis of the agreement, by a request by the customer or by law, this is not regarded as a delay or fault.

11.5. If delivery has been delayed, the customer has the right, by informing the supplier of this without delay, to demand the fulfilment of the agreement and to refrain from paying any fees until the delivery of the service has been made. If the service is faulty, the customer has the right, by informing the supplier of this without delay, in the first instance to demand correction of the fault and in the second instance to demand a price reduction.

The supplier has the right to correct a delay or fault, even if not notified by the customer. The supplier may correct a delay or fault in the manner it sees fit, e.g. by correcting the fault or by redoing the performance. The supplier is not obliged to correct a delay or fault, however, if the correction would create unreasonable costs or unreasonable inconvenience to the supplier. If the supplier has not corrected a fault within a reasonable time from the date when the customer has notified the supplier of the fault and provided the supplier the opportunity to correct the fault, the customer has the right to a price reduction corresponding to the fault.

11.6. If the customer has the delay or fault corrected or otherwise corrects it without informing the supplier of this and providing the supplier reasonable time and opportunity to correct the delay or fault, the customer shall be liable for all costs arising from such correction. A reasonable time is calculated from the date when the customer has notified the supplier of the delay or fault and provided the supplier with the opportunity to correct the delay or fault.

11.7. The customer may not refer to a delay, unless the customer informs the supplier of the delay in writing within a reasonable time after the delivery of the service. The customer may not refer to a fault, unless the customer informs the supplier of the fault in writing within a reasonable time from the date when the customer has detected or should have detected the fault. A reasonable time is defined as 8days, unless otherwise proven or provided by law. The customer may refer to a delay or fault, however, if the supplier has acted with gross negligence or in a dishonest manner or if the service does not correspond to requirements set out in Finnish law.

12. CANCELLATION OF THE AGREEMENT

12.1. If the delivery has been delayed and not taken place within a reasonable additional time set by the customer in writing, the customer has the right to cancel the agreement concerning the delayed service, provided that the delay is of essential importance to the customer and that the supplier was aware of this or should have been aware of this.

12.2. If there is an essential fault in the service and the supplier has not corrected the fault within a reasonable time limit set by the customer in writing, the customer has the right to cancel the agreement concerning the faulty part of the service, provided that the fault is of essential importance to the customer and that the supplier was aware of this or should have been aware of this.

12.3. The supplier has the right to cancel the agreement in full or partly, if (a) the contact information given by the customer is incorrect, deficient or outdated and the customer cannot be reached; (b) the customer has given other, essentially incorrect, deficient or outdated information when concluding the agreement; (c) the customer does not make an advance payment or deliver a security, if applicable; (d) the customer has exceeded the credit limit in an essential manner; (e) the service has been closed, suspended or interrupted for longer than one month; (f) the supplier has, due to repeated breaches of the agreement or otherwise justified reason to suspect that the customer is incapable of fulfilling its obligations and the customer does not without delay, however, no later than 8 days of receipt of written notice by the supplier, present reliable proof of the fulfilment of

its obligations; or (g) the supplier has justified reason to suspect that the customer is insolvent. The supplier is regarded to have justified reason to suspect that the customer is insolvent if, for instance, (a) the customer does not pay the supplier an undisputed, overdue charge within 14 days from a written reminder of the overdue charge; (b) an undisputed, overdue charge is claimed from the customer or its parent company through recovery proceedings for a period of time exceeding one month; (c) the customer's parent company is declared bankrupt or requests bankruptcy proceedings, winding-up or debt restructuring on the basis of the Finnish Restructuring of Enterprises Act ; or (d) the customer or the parent company of the customer is removed from the Trade Register or a similar register. If the customer is declared bankrupt, the supplier has the right to terminate the agreement fully or in part in the manner set out in the Finnish Bankruptcy Act.

12.4. A party also has the right to cancel the agreement in full or partly if the other party breaches the agreement in an essential manner and the breach of the agreement has essential impact on the party and the other party was aware of this or should have been aware of this. If the breach of the agreement can be rectified, the cancellation of the agreement requires, however, that the other party has not rectified the breach of the agreement within a reasonable time limit set by the other party. The reasonable time limit shall be, however, at least one month.

12.5. If it has become evident that the performance of the agreement is delayed or interrupted due to a force majeure event for longer than 2 months, a party has the right to cancel the agreement in full or in part in such a way that neither party has the right to claim damages.

12.6. The cancellation of the agreement is valid only presented in writing to the other party.

13. LIABILITY FOR DAMAGES

13.1. The supplier is only liable to compensate the customer for direct damage that has been caused by the supplier's negligence and that the customer has proven.

13.2. The supplier is not liable to pay any standard compensation, standard refund or other liquidated damages, unless otherwise agreed in writing. If the supplier is liable to give a price reduction, pay standard compensation, standard refund, liquidated damages or other compensation, the supplier shall only pay damages in addition to these to the extent that the amount of the damage exceeds the amount of the price reduction, standard compensation, standard refund, liquidated damages or other compensation.

13.3. The supplier's maximum liability for damages, including possible price reductions, standard compensations, standard refunds, liquidated damages or other compensations, shall not exceed in aggregate the calculated monthly price of said service (excluding VAT) at the time the damage was caused. If the above mentioned monthly price cannot be calculated for the service, the supplier's maximum liability for damages, including possible price reductions, standard compensations, standard refunds, liquidated damages or other compensations, shall not exceed in aggregate 10 per cent of the price of said service excluding VAT.

13.4. A party is not responsible for indirect damage. For the purposes of this agreement, indirect damage is defined as, but not limited to, lost profit, loss of benefits from use or a damage arising from an obligation based on another agreement or a reduction or interruption of production or net sales.

13.5. When damage occurs or there is a threat of damage, the customer shall take such measures for preventing or restricting the damage that can reasonably be expected of the customer or that the supplier requests. If the customer does not take such measures, it is responsible for the part of the damage that has resulted from its neglect.

13.6. No compensation is paid solely for the nuisance caused by the damage-causing incident.

13.7. A party is not responsible for the destruction, loss or change of the other party's data, messages or files or any damage or expenses arising from this, such as the costs arising from the recreation of files. This section 13.7 shall not be applied, however, if the parties have specifically agreed otherwise in writing on the back-up of data and files and a party has breached an obligation thus agreed.

13.8. The limitations of liability according to sections 13.1, 13.3 and 13.4 shall not apply to a liability based on sections 7 or 9 or damage that has been caused (a) by assignment, reproduction or use of the service contrary to the agreement; (b) by infringement of section 4.21 or (c) by intent or gross negligence.

14. ASSIGNMENT OF THE AGREEMENT

14.1. A party does not have the right to assign the agreement, even in part, without prior written consent of the other party.

14.2. The supplier does, however, have the right to assign the agreement to a party belonging to the same group as the supplier, as defined in the Finnish Accounting Act, or in connection with the transfer of business or some other business arrangement, provided that the assignee undertakes in writing to follow the terms and conditions of the agreement. The supplier also has the right to assign its receivables based on the agreement to a third party. The supplier shall inform the customer in writing of the assignment of the agreement or a receivable. After a notice on the assignment of a receivable, fees may only be paid validly to the assignee.

15. AMENDMENT OF THE AGREEMENT

15.1. The supplier has the right to amend the fees or other terms and conditions in a manner that is not detrimental to the customer. The supplier informs the customer of such an amendment on its website, on an invoice or by other appropriate means.

15.2. The supplier has the right to amend the fees or other terms and conditions in a manner that is detrimental to the customer by informing the customer of this in writing no later than one month before the amendment enters into force. In this case, the customer has the right to terminate the agreement regarding the service to be amended so that it will end on the day when the amendment enters into force at the earliest and no later than one month

from said day by notifying the supplier of the termination in writing [no later than on the day when the amendment enters into force. If the amendment is caused by law, the supplier has, in deviation to the above mentioned, the right to execute the amendment when the law enters into force and the customer has no right to terminate the agreement.

15.3. Other amendments to the agreement shall be agreed in writing in order to be valid.

16. CONTACT INFORMATION, NOTICES AND PROCESSING OF CUSTOMER DATA

16.1. The supplier's and its customer service's current contact information is available on the supplier's website and at its customer service.

16.2. The customer is obliged to give its contact information to the supplier when concluding the agreement and to give notice of any changes in the information.

16.3. The supplier has the right to send the invoices and notices related to the agreement solely to the latest contact information given by the customer. The supplier may send written notices by mail, e-mail SMS, to the electronic user account offered by the supplier or in another manner in writing. The customer is deemed to have received a notice sent by the supplier by e-mail, SMS or to the electronic user account offered by the supplier no later than the working day following the sending of the notice and a notice sent by mail no later than one week after the sending of the notice.

16.4. The supplier has the right to record the calls to customer service and other communications. The supplier uses the recordings for verification of business transactions, investigation of claims, quality control and training, for instance.

16.5. The supplier has the right to transfer and otherwise process personal, traffic and location data, messages and other information as provided by law. If the customer is a corporate or association subscriber, the customer shall authorise the supplier to process messages as well as personal, traffic and location data to the extent required by the service. If the customer gives personal, traffic and location data, messages and other information to the supplier, the customer is responsible for the fact that customer has the right to transfer the messages or said information to the supplier for the purposes of the agreement. The current descriptions of personal data files and other possible privacy policies of the supplier are available on the supplier's website or at its customer service.

16.6. The supplier may appoint a contact person for monitoring and supervising the execution of the agreement and for keeping the customer informed in matters pertaining to the agreement. The customer shall also, at the supplier's request, without delay, appoint a contact person, who shall keep the supplier and the customer organisation informed in matters pertaining to the agreement. The appointment of a person as contact person does not constitute the right to amend the agreement. A party has the right to change the contact person by so informing the other party in writing.

16.7. The supplier has the right to use the customer as a business reference. The customer has the right to prohibit such use as a reference for an acceptable reason by so informing the supplier.

17. PROCESSING OF PERSONAL DATA ON BEHALF OF THE CONTROLLER

17.1. If the Supplier and the Customer have agreed that the Supplier will process personal data on behalf of the Customer, the principles agreed in section 17 shall apply, in addition to the other contractual terms and conditions. In this context, the supplier is hereinafter in section 16 referred to as “the Processor” and the Customer as “the Controller”.

17.2. In accordance with Article 28 (1) of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council, hereinafter referred to as “the GDPR”), the Processor guarantees that it will take adequate safeguards to implement appropriate technical and organisational measures to ensure that the processing complies with the requirements of the GDPR and protects the rights of the data subject.

17.3. The Parties have defined the object and duration of the processing, the nature and purpose of the processing, the types of personal data and the categories of data subjects in an appendix to the agreement. If the Parties have not explicitly determined the details specified above, the following applies:

During the validity of the contract and for the purpose of implementing the contractual service, the Processor processes personal data on behalf of the Controller, in accordance with Article 4 of the GDPR. The data may concern the Controller’s customers, personnel and/or other third parties involved in the implementation of the service. The Controller shall not provide the Processor with any information concerning special categories of personal data or personal data related to criminal convictions and/or offences. The object, nature and purpose of the processing may be described in more detail in the main contract and/or in the service description attached to it. The Processor processes the following types of personal data: contact information, billing information and payment information, as well as personal data concerning the following categories of data subjects: customers, subscribers, potential customers, contact persons and employees.

17.4. The Processor has the right to transfer personal data to a third country for the purpose of implementing the services under the contract, provided that it complies with the provisions of applicable laws (including, without limitation, the GDPR). The Processor processes the data in accordance with any documented instructions given by the Controller, including the transfer of personal data to a third country or an international organisation, unless otherwise required by a Union or Member State law applicable to the Processor, in which case the Processor must inform the Controller of this legal requirement prior to processing, unless such informing is prohibited by law for important reasons pertaining to public interest.

17.5. The Processor must immediately notify the Controller if it considers that the Controller’s instructions violate the GDPR or any other Union or Member State data protection regulation.

17.6. Taking into account the nature of the processing, the Processor shall assist the Controller, through appropriate technical and organisational measures, in fulfilling, as far as possible, the Controller's obligation to respond to requests regarding the exercise of data subject rights, as specified in Chapter III of the GDPR.

17.7. The Processor undertakes to assist the Controller in ensuring compliance with the obligations laid down in Articles 32–36 of the GDPR, taking into account the nature of the processing and the information available to the Processor.

17.8. The Processor ensures that its personnel who have the right to process personal data are committed to complying with the non-disclosure obligation or bound by an appropriate legal non-disclosure obligation.

17.9. With reference to section 4.17, the Processor must inform the Controller of any changes it intends to make concerning the addition or replacement of other processors, giving the Controller the opportunity to object to such changes. Any subcontractors used by the Processor and changes related to these are on the www.lounea.fi website. The Processor also undertakes to comply with the conditions for the use of another processor referred to in Article 28 (4) of the GDPR.

17.10. The Processor undertakes to take all measures required by Article 32 of the GDPR.

17.11. The Controller makes available to the Controller all information that is necessary for demonstrating compliance with the obligations laid down in Article 28 of the GDPR and permits and participates in audits or inspections carried out by the Controller or an auditor authorised by the Controller. The Controller agrees not to have the audit carried out by a third party that is a competitor of the Processor. The Controller must notify the Processor of the audit at least one (1) month before the auditing date. The audit must take place within the Processor's normal opening hours (Mon–Fri, 9 a.m.–5 p.m.) in a way that does not interfere with the Processor's normal business operations. The Processor has the right to invoice the Controller for all work and costs incurred by the Controller in exercising its right to audit in accordance with this section. Furthermore, the Processor has the right to invoice the Controller for any changes to the services that the Controller may require from the Processor on the basis of the audit.

17.12. The Processor shall, as preferred by the Controller, delete or return all personal data to the Controller at the end of the services related to the processing and delete all existing copies, unless European Union law or the law of a Member State requires the retention of personal data.

18. INTERPRETATION OF THE AGREEMENT

18.1. The written agreement comprises the entire agreement between the parties and precedes oral or tacit agreements, which are no longer valid when the written agreement enters into force. A written order confirmation sent by the supplier shall be regarded as a written agreement.

18.2. Marketing material is not part of the agreement unless otherwise agreed in writing.

18.3. If a term or condition is invalid, this does not render any other terms or conditions invalid.

19. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

19.1. The agreement shall be governed by the laws of Finland, excluding its choice of law provisions.

19.2. Any dispute arising from the agreement shall be resolved in a court of law defined based on the supplier's domicile.

20. ENTRY INTO FORCE AND AVAILABILITY

20.1. These General Terms and Conditions shall enter into force on 1.11.2026 and remain in force until further notice. These General Terms and Conditions apply to agreements concluded before their entry into force, if so agreed.

20.2. The price lists and other terms and conditions are available without charge on the supplier's website and at its customer service.