

# TERMS & CONDITIONS (GST-1022)

## End User License Terms

**Version: December 2022**

### **Article 1 – Scope**

These End User Licence Terms (the “Terms”) apply between Quanscient Oy, a corporation established in Finland with business ID 3235241-4 and having its registered address at Åkerlundinkatu 8, FI-33100 Tampere, Finland (“**Supplier**”) and the users of Supplier’s Simulation-as-a-Service software platform (the “Software”) or recipients of Supplier’s services (in each case, the “**End User**” or “**End Users**”) and shall form an integral part of any agreement between Supplier and End User, whether entered into by execution of order forms or other order documents by Supplier and End User, by completion of any click-through or other online process, by email correspondence or in any other form (the “**Contract**”).

### **Article 2 – Provision of Service**

The Supplier shall provide the End User with an access to use the Service subject to payment of fees as software as a service in accordance with the Contract. If the Service differs from its specifications, the Supplier shall correct the Service without undue delay after the End User’s written notification. The End User is responsible for acquiring and maintaining at its own expense equipment, connections, and software that are required to use the Service according to operating environment specifications. The Service is not designed to be fault-tolerant and therefore it is not intended to be used for the purposes of life-critical or hazardous environments that require fail-safe performance. The End User is solely responsible for the correctness and completeness of the data that the End User uploads into the Service and acknowledges that the results of the Service may be incorrect or insufficient if the End User’s data has not been correct and complete.

### **Article 3 – Support and other services**

The Supplier shall provide the End User with support on the use of the Service as set forth in the Contract. In addition, the Supplier and End User may agree on the provision of additional services by Supplier to End User (the “**Professional Services**”) on a case by case basis. The Professional Services may include but are not limited to training and

enablement services and/or general consulting services in connection with the use of the Service by End User. Supplier and End User shall agree on the scope of the Professional Services as well as the Professional Service fees and the Professional Service term (if any) on a case by case basis.

All Professional Services shall be rendered on a time and materials basis. End User shall reimburse Supplier for travel and expenses (at cost) incurred in connection with the Professional Services (if any).

When providing the Professional Services, Supplier does not owe and shall not be liable for any specific outcome or result vis-à-vis End User.

End User agrees to provide reasonable cooperation and information as necessary to permit Supplier to perform the Professional Services. Supplier staff shall not be integrated into the operational organization of the End User. Instructions to Supplier staff must not be given by End User's staff or representatives but only by Supplier's representatives.

## **Article 4 – Permitted use of Service**

Unless otherwise set forth in the Contract, the End User shall not (and shall not permit any third party to): (a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external commercial use of, outsource, or otherwise generate income from the Service; (b) copy the Service onto any public or distributed network; (c) decompile, reverse engineer or disassemble any portion of the Service, or attempt to discover any source code or other operational mechanisms of the Service; (d) modify, adapt, translate or create derivative works based on all or any part of the Service; (e) use any components of the Service other than together with the Service; (f) modify any proprietary rights notices that appear in the Service or components thereof; (g) use the Service in violation of any applicable laws and regulations or outside of the licence scope set forth herein; (h) configure the Service to collect (aa) any data that falls within the definition of 'special categories of data' within the meaning of the EU General Data Protection Regulation or a similar concept; (bb) passwords or other authentication credentials; (cc) any payment or other financial data, biometric data or genetic data; or (dd) any data relating to a person under the age of sixteen (16) years old (collectively, "Prohibited Data"); or (i) use the Service to (aa) store, download or transmit infringing, libellous, or otherwise unlawful or tortious material, or malicious code or malware, or (bb) engage in phishing, spamming, denial-of-service attacks or other fraudulent or criminal activity; (cc) interfere with or disrupt the integrity or performance of third-party systems, or the Service or data contained therein; (dd) attempt to gain unauthorized access to the Service or Supplier's systems or networks; or (ee) perform, or engage any third party to perform, authenticated or unauthenticated penetration testing, vulnerability assessments or other security assessments on the Service.

## **Article 5 – Permitted users**

The End User's employees and other authorized users are entitled to use the Service during the term of the Contract. The End User will be responsible for the use of the Service by the employees and other authorized users in compliance with the Contract and written user instructions. The End User must promptly notify the Supplier if the End User suspects that an unauthorized third party may have access to the Service. For the avoidance of doubt, End User's affiliates (and employees thereof) shall not use the Service without Supplier's prior written consent.

## **Article 6 – Changes to Service and availability**

The Supplier will be entitled to develop and modify the Service to improve usability, security or stability of the Service or to extend its features or to ensure its compliance with statutory requirements. Updates and upgrades to the Service shall be provided at Supplier's sole discretion.

Supplier strives to offer constant availability of the Service but cannot warrant uninterrupted availability thereof. Supplier offers the Service as Software as a service and therefore has no influence and is not responsible for End User's Internet access or Internet connection including its availability, bandwidth or any costs and expenses of End User associated therewith.

## **Article 7 – Prices and payment terms**

The prices of the Service and related professional services as well as payment terms are specified in the Contract. In other respects, prices and compensations for expenses are according to the Supplier's valid price list. The Supplier shall be entitled to adjust prices by notifying the End User in writing at least 90 days before the effective date of the price change, in which case the End User will have the right to terminate the Contract with a 30-day written notice to end on the effective date of the price change. Unless otherwise specified, all prices are expressed and invoiced in EUR. Applicable value added tax and other duties will be added to the prices. Unless otherwise specified, the term of payment is 14 days net from the date of invoice. All objections regarding an invoice must be made before the due date. Interest on overdue payments is 10% p.a.

## **Article 8 – Privacy**

To the extent the Supplier will process personal data on behalf of the End User, the parties shall follow the terms and conditions of a data processing schedule, which will be attached to the Contract. In other respects, each party shall comply with applicable privacy and personal data legislation on its own behalf and shall ensure that its own operating environment is protected against data security threats in accordance with adequate data security procedures.

## **Article 9 – Confidentiality**

Each party shall keep the other party's trade secrets and other confidential information as strictly confidential, shall not disclose it to any third party, and shall not use it for any unauthorized purposes. The obligations of confidentiality shall survive the termination of the Contract. Unless otherwise agreed, the Supplier shall be entitled to use the End User as its public customer reference regardless of the obligation of confidentiality.

## **Article 10 – Intellectual property rights**

All intellectual property rights to material delivered by or on behalf of the End User will remain the exclusive property of the End User. The End User is responsible for ensuring that the delivery of the material does not infringe any third-party rights or violate any applicable laws. The Supplier shall be entitled to use such End User's material only for the purpose of providing the Service and improving or optimizing the

Service. All intellectual property rights to the results generated through the use of Service on the basis of the End User's data will remain the exclusive property of the End User. All intellectual property rights relating to the Service and underlying software, including feedback given and suggestions for improvements made by the End User or the users, will remain the exclusive property of the Supplier or its licensors. Supplier and its suppliers own and shall retain all proprietary rights, including all copyright, database rights, patent, trade secret, trademark and all other intellectual property rights, in and to the Service.

## **Article 11 – Limited warranty**

Unless the parties have agreed upon separate service level terms in the Contract, the Service is provided on an 'as-is' and 'as-available' basis, and the Supplier will not give the End User any warranty or guarantee, express or implied, for the Service or the results generated through the use of the Service, including but without limitation to warranties of merchantability, fitness for any particular purpose, or performance. Regarding training and other professional services related to the Service, the Supplier warrants to provide them using professional skill and care, and as a sole and exclusive remedy for defective professional services shall promptly correct any defects in such services or repeat the defective services.

## **Article 12 – Limited liability**

The Supplier will be liable for direct damage which the Supplier has caused to the End User through the negligent or intentional breach of the Contract up to the aggregate amount equal to the calculatory monthly price of the Service at the time of a damaging event multiplied by six or, with regard to the professional services, up to the total amount paid by the End User for such services. The Supplier will not be liable for any indirect, special, consequential, punitive, or incidental damage, or loss of revenue, profit, or data. These limitations will not apply to damage caused by fraud, intentional misconduct, or gross negligence. In order to be valid and enforceable, all claims by the End User for damages must be made within one month from the date the damage was or should reasonably have been noticed by the End User.

## **Article 13 – Assignment and third-party benefits**

The Supplier may use subcontractors and assign the Contract in whole or in part to another group company or in connection with the trade sale which includes the provision of the Service. The End User may assign the Contract with the Supplier's prior written consent which the Supplier will not unreasonably withhold. The Contract will not create any third-party beneficiary rights in any third party.

## **Article 14 – Temporary suspension**

If the End User, or its employee or other authorized user has breached the provisions of the Contract or the Supplier has justifiable reasons to believe such a breach exists, the Supplier may temporarily suspend the provision of the Service. The Supplier shall also promptly notify the End User of the suspension.

## **Article 15 – Termination for convenience**

The Contract may be terminated for convenience by the End User by giving a 1-month written notice, and by the Supplier by giving a 3-month written notice. The period of notice shall be calculated from the last day of the month during which the notice of termination was given.

## **Article 16 – Termination for cause**

Either party may terminate the Contract with immediate effect if the other party has materially breached the provisions of the Contract and has failed to rectify the breach within a 15-day period from the receipt of a written notice thereof. In addition, each party may terminate the Contract with immediate effect by giving the other party a written notice if the other party files a petition in bankruptcy, becomes insolvent, bankrupt, or makes a general assignment for the benefit of creditors or goes into liquidation or receivership.

## **Article 17 – Refunds**

The Supplier will refund advance payments made by the End User only if the End User has terminated the Contract due to the Supplier's breach of the Contract or if the Supplier has terminated the Contract for any reason other than the End User's breach of the Contract. In such case the Supplier will refund an advance payment to the extent it corresponds to time after the termination of the Contract.

## **Article 18 – Entire Agreement and Amendments**

The Contract constitutes the entire agreement and supersedes all previous commitments between the parties regarding the provision of the Service. Supplier may amend and/or update these Terms with future effect from time to time and as necessary for technical, economic or legal reasons.

Any revision of these Terms shall be announced to End User in text form (simple email shall suffice) no later than six (6) weeks before their proposed effective date.

End User may either approve or object to the revision before their proposed effective date. The revision shall be deemed approved by End User, unless End User objects to the revision before their proposed effective date. Supplier shall expressly inform End User thereof in the respective announcement.

## **Article 19 – Non-Waiver**

The party's failure to enforce any provision of the Contract will not be deemed to constitute a present or future waiver of such provision. All waivers must be made in writing.

## **Article 20 – Force Majeure**

Force Majeure is an event that prevents, or makes unduly difficult, the performance of the Service or related services, or the fulfilment of the provisions of the Contract, such as war, rebellion, natural catastrophe, general interruption in energy distribution or telecommunications, epidemics, fire, strike, embargo, or another equally significant and unforeseen event independent of the parties. Each party shall be entitled to suspend its duties without liability thereof in case of Force Majeure affecting the party either directly or through its subcontractor.

## **Article 21 – Severability**

Should any provision of the Contract be declared unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract will remain in full force and effect to the fullest extent permitted by law. The parties shall attempt through negotiation in good faith to replace the unenforceable provision with such provisions that correspond as closely as possible to the original intention of the parties.

## **Article 22 – Governing Law and Arbitration**

The Contract will be governed by the substantive laws of Finland, excluding any conflict of law principles in any jurisdiction. Any and all disputes, which the parties have failed to settle amicably, arising out of, or relating to the Contract will be finally settled by arbitration in English language in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The dispute shall be resolved by a sole arbitrator. The award of the arbitration will be final and binding upon the parties. However, claims for non-payment of monetary charges may be submitted to the district court of the respondent's place of domicile provided the respondent has not contested its payment obligation with justified grounds. Furthermore, nothing in the Contract shall be deemed to limit the parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.