UBISECURE GENERAL TERMS

UBISECURE SOFTWARE LICENCE TERMS, UBISECURE SUPPORT AND MAINTENANCE TERMS, UBISECURE PROFESSIONAL SERVICES TERMS

UBISECURE OY
Tekniikantie 14, FIN-02150, Espoo

Version 20261105

UBISECURE SOFTWARE LICENSE TERMS

1. SCOPE

These General Ubisecure Server Software License Terms (the "License Terms") apply to the license of certain Software granted by Licensor to Licensee.

2. DEFINITIONS

"Agreement" means the Order for Ubisecure Identity Server Software and the appendices attached and referred thereto, including these License Terms, the Support Terms, and the Services Terms (if applicable).

"Control" means ownership of fifty percent (50%) or more of the issued capital of Licensee or the legal power to direct Licensee or affect the direction of the general management and policies of Licensee.

"Documentation" means the documentation accompanying the Software as provided by Ubisecure.

"Licensed User" means one user entity using the Software. A Licensed User is a person or an organization entity recorded or registered in the Software's user database or Software's organization register. Each customer entity such as any user association, a family, a company or an unofficial organization entity which is representing a customer or user group for the Software is calculated as one Licensed User. Each organization structure is considered to have a minimum of one representative representing each organization structure even if the actual user has not been identified in the system.

"Licensee" means the customer identified in the Order for Ubisecure Identity Server Software.

"Licensor" means Ubisecure, Oy.

"Service Provider License Extension" means a license from Ubisecure permitting Licensee to act as an authentication, authorization, identity management service provider and/or identity provider proxy service for business purposes by selling above listed services to third parties directly or indirectly.

"Services" means the Support Services and Consulting Services collectively.

"Software" means the Ubisecure Identity Server Software Product(s) identified in the Order and covered by the Agreement. "Software" includes any modifications, updates, enhancements, New Versions, Maintenance Releases, and Upgrades to the Software (as defined in the Ubisecure Identity Server Software Support and Maintenance Terms). In addition, Software shall mean any graphical and/or audio material, databases and/or any other material belonging to or included with the Software.

"Territory" means the geographic area defined in the Agreement. If no Territory has been defined, the Territory shall be worldwide.

"Third Party Software" shall mean a computer program or part of it, graphical and/or audio material, databases and/or other outcomes and products, the rights of which are owned by a third party, not Licensor.

3. INTELLECTUAL PROPERTY RIGHTS

All right, title and interest to the Software, Services, and any Deliverables, including without limitation, the copyright and other intellectual property rights, shall belong to and remain with Licensor. Any copying, distributing or use of the Software and/or Deliverables other than as expressly permitted by this Agreement or applicable law is prohibited. Licensee shall not modify, create derivative works of, transfer, rent, lease, sublicense or reverse engineer, decompile or disassemble the Software and/or Deliverables unless, and only to the extent, expressly permitted by this Agreement or by applicable law. Any rights not expressly granted shall be reserved by Licensor and no implied licenses regarding the Software and/or Deliverables are granted.

4. GRANT OF LICENSE

Subject to the terms and conditions below, during the term of this Agreement Licensor grants to Licensee the following non-exclusive, non-transferable license within the Territory.

Licensee shall have the right to use the Software in object code form and related Documentation in accordance with this Agreement. The Software may only be installed and used in the operating environment that has been approved by Licensor. Licensee shall have the right to use the Software in accordance with and within the extent of the normal and designed functions of the Software. The Software may not be installed or used in computers other than those belonging to Licensee's organisation by ownership, rental or leasing contract. Licensee may, after notifying Licensor in writing, install the Software on computers belonging to Licensee's organisation but hosted by an external service provider. Any persons other than Licensee's personnel may not operate the Software without prior approval from Licensor. The license does not include the parent companies or subsidiaries of Licensee.

Licensee shall not have the right to use the Software for providing authentication, authorization, identity management services and/or identity provider proxy service for third parties without a specific Service Provider Licence Extension, including payment of any applicable fees.

If the Software includes Third Party Software, Licensor only grants Licensee such rights that Licensor is entitled to grant on the basis of the rights granted to Licensor by the third party.

Licensor shall upon the request of Licensee identify the Third Party Software (if any) that is included in the Software.

Unless otherwise agreed in writing, the license shall entitle Licensee to use the Software in object code form on a single server for one (1) single application in Internet, intranet or extranet installations.

Licensee may maintain multiple backup and archival copies created by standard backup, archiving and DR procedures; such copies are deemed part of the Software and subject to the Agreement and may not be used to serve production workloads.

Licensee is responsible for arranging a Maintenance and Support contract with Licensor or with an authorized reseller of Licensor and maintaining such Maintenance and Support contract during the term of the Agreement.

5. PRICES; PAYMENT TERMS

Licensee shall pay Licensor the prices set forth in the Order for Ubisecure Identity Server Software. If there is no price specified, the prices of Licensor's then-current price list shall apply.

All prices are exclusive of value added tax and/or other similar sales taxes, which will be added to the prices in accordance with applicable legislation.

Licensee shall pay all prices on the basis of an invoice issued by Licensor. The terms of payment shall be fourteen (14) days from the date of invoice. The late payment interest shall be calculated in accordance with the legislation defined by the Finnish Interest Act.

Recurring fees (monthly, quarterly, semi-annual or annual) shall be invoiced in accordance with a schedule of payment as agreed in writing. If no schedule has been agreed, recurring prices shall be invoiced monthly beginning on the Effective Date of the Agreement.

One-time fees shall be invoiced in accordance with a schedule of payment as agreed in writing. If no schedule has been agreed, fixed prices shall be invoiced in one (1) instalment on the Effective Date of the Agreement.

Any fees for professional services shall be charged at the end of each month for the work that has been carried out during the prior month.

All other costs will be invoiced immediately as they occur.

The maintenance and support fee is calculated based on the total purchase price of all Software modules licensed by Licensee. All product development ordered by Licensee which will be included as a part of product support and maintenance in the future shall be calculated into the total purchased license value directly with the working hours or days multiplied by sixty percent (60%) for the total of performed work.

Licensor shall have the right to change the prices by giving Licensee notice thereof at least ninety (90) days in advance. If Licensee does not accept the price change, Licensee may terminate the Agreement on the date preceding the effective date of the price change by giving Licensor written notice at least thirty (30) days in advance. If Licensee fails to give Licensor said notice, the price change shall become effective in accordance with the original notice.

Licensor will apply indexation to the prices on each renewal.

6. AUDIT RIGHTS

Licensee shall keep and maintain full, true and accurate records containing all data reasonably required for verification of Licensee's compliance with the terms of the Agreement. Licensor shall have the right, during normal business hours upon at least fifteen (15) business days' prior notice, to direct its independent auditor(s), who shall execute an appropriate non-disclosure agreement, to audit and analyze the relevant records of Licensee to verify Licensee's compliance with the provisions of the Agreement. The audit shall be conducted at Licensor's expense unless the results of such audit establish that inaccuracies in payments have resulted in underpayment of prices to Licensor by more than five percent (5%) of the amount actually due, in which case Licensee shall bear the expenses of the audit. Licensee shall in any case correct any underpayment without undue delay. This section shall survive any expiration or termination of the Agreement for a period of one (1) year.

7. TRADEMARKS

Licensee agrees not to use Licensor's trademarks for any purposes other than those expressly permitted by Licensor. Licensee agrees not to register, attempt to register or otherwise attempt to obtain any rights in the Licensor's corporate logo, name, trademark, URL, and product names (the "Trademarks") or any similar marks in any jurisdiction.

Licensee shall not remove or modify any Trademarks visible on the Software or in any documentation provided by Licensor. Licensee shall also reproduce the Trademarks on all copies.

Licensee shall include the notice "Powered by Ubisecure" in minimum 8 pt font size and visible color in the authentication page(s) that prompts users for authentication and in the self-service interfaces.

The "About" text in the Ubisecure Applications' menus shall include the copyright notice "Copyright © Ubisecure, Inc.".

8. TERM AND TERMINATION

8.1 The license granted by these License Terms shall become effective when both parties have signed the Order ("Effective Date").

The term Agreement shall be for a period of twelve (12) months. If neither party provides at least three (3) months' written notice of termination prior to the end of the current term, the term shall renew automatically for successive 12-month periods until either party provides at least three (3) months written notice of termination prior to the end of the then current term.

The Agreement may be terminated by Licensor with immediate effect upon thirty (30) days' written notice to Licensee in the event Control (as defined above) of Licensee is transferred to an entity that manufactures, sells or otherwise distributes products or services similar to or competing with the Software.

8.2 Either party may terminate the Agreement if the other party materially breaches any provision hereof and such breach is not cured within thirty (30) days after written notice thereof is received by the breaching party.

Either party may terminate the Agreement with immediate effect if the other party is declared bankrupt or placed in liquidation.

8.3 Upon termination of the Agreement, Licensee shall immediately discontinue use of the Software and within ten (10) days following termination certify in writing to Licensor that all copies of the Software, in whole or in part, in any form, have either been returned to Licensor or destroyed in accordance with Licensor's instructions. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

8.4 If these License Terms apply to more than one module of the Software, then the termination of one license shall not terminate other license(s). Upon the termination of the Agreement, all licenses shall terminate.

8.5 The following sections of these License Terms shall survive the termination or expiration of the Agreement: 1, 2, 3, 6, 8.3, 8.5, 11, 12, 13, 16.1 and 16.9 and any provision that by its language or context implies its survival.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

Licensor will indemnify, defend and hold harmless Licensee against any third party claims, actions, damages and costs (including attorneys' fees and costs) alleging that the use of the Software by Licensee as permitted hereunder infringes the patents, copyrights, trademarks or service marks of such third parties, provided that (1) Licensee notifies Licensor in writing within a reasonable time after being informed of such claim, and (2) Licensor is given control over the defense thereof and Licensee cooperates in the defense.

If a claim, demand, suit or action alleging infringement is brought or Licensor believes one may be brought, Licensor shall have the option at its own expense to (1) modify the Software to avoid the allegation of infringement, without loss of material functionality or performance, or (2) obtain for Licensee at no cost to it the right to continue using the Software in accordance with the Agreement, or (3) if the foregoing alternatives are not reasonably available to Licensor, terminate the Agreement.

10. WARRANTIES

Licensor warrants that (i) for a period of ninety (90) days following delivery of the Software (the "Warranty Period") that the Software will perform substantially in accordance with the Documentation. Licensor's sole obligation under the warranty in this section 10(i) and Licensee's sole and exclusive remedy for breach of such warranty shall be, at Licensor's own expense and option, for Licensor to correct any non-conformance with the warranty notified to Licensor by Licensee during the Warranty Period by repair (by way of a patch, work around, correction or otherwise) within a reasonable period of time or to replace the Software in whole or in part; and (ii) the Support Services and any Consulting Services will be performed in a professional, workmanlike manner. Licensor's sole obligation under the warranty in this section 10(ii) and Licensee's sole and exclusive remedy for breach of such warranty shall be, at Licensor's own expense and option, for Licensor to correct any non-conformance with the warranty notified to Licensor by Licensee, at Licensor's own expense.

EXCEPT TO THE EXTENT STATED OTHERWISE IN THE AGREEMENT, ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR MAKES NO WARRANTIES WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OPERABILITY, AND TIMELINESS OF THE SOFTWARE AND/OR SERVICES. THE WARRANTIES RELATING TO THE SOFTWARE AND SERVICES IN THESE LICENSE TERMS ARE IN LIEU OF ALL OTHER WARRANTIES AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY STATED IN THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LICENSOR´S ENTIRE LIABILITY TO LICENSEE AND LICENSEE´S SOLE REMEDY UNDER THE AGREEMENT FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO THE APPLICABLE AMOUNTS PAID TO LICENSOR BY LICENSEE FOR THE SOFTWARE AND/OR SERVICE DURING THE ONE (1) YEAR PERIOD PRIOR TO LICENSEE'S CLAIM.

11.1 Limitation of Liability for Data Protection
The general limitation of liability in this Agreement applies to data protection obligations under this Agreement or any applicable Data Processing Addendum, provided that nothing in this Agreement shall limit or exclude liability for (i) willful misconduct or gross negligence, or (ii) breach of obligations under applicable data protection laws caused by willful misconduct or gross negligence. In all other cases, Licensor's aggregate liability for any claims arising out of or related to data protection obligations shall not exceed the total fees paid by Licensee under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

12. LIMITATION OF DAMAGES

IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING ANY WAY OUT OF THE AGREEMENT UNDER ANY CAUSE OF ACTION, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTHWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. CONFIDENTIALITY

"Confidential Information" shall mean all and any information that a party ("Disclosing Party") discloses to the other party ("Receiving Party") and that is either designated as confidential by the Disclosing Party or by its nature is such that the Receiving Party knew or had reason to know it to be confidential.

The Receiving Party shall hold in confidence all Confidential Information acquired from the Disclosing Party and shall not disclose it to any third parties without written consent from the Disclosing Party. Furthermore, the obligation of non-disclosure shall also apply to parent companies and affiliated companies of the parties. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, software, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans. It is expressly agreed that the source code of the Software is Confidential Information.

Notwithstanding the foregoing, Confidential Information shall not include information (1) that has become part of the public domain or is otherwise public, (2) that the party received from a third party without any obligation of confidence, or (3) has been independently developed or acquired by the party without use of any Confidential Information or violating any provision of the Agreement.

The Receiving Party may use the Confidential Information only for the purposes and to the extent necessary for carrying out its obligations under these License Terms. The Receiving Party shall not make any other use of disclosed Confidential Information without the written consent of the Disclosing Party.

The Receiving Party shall limit access to Confidential Information to those of its personnel (a) who have a "need to know", and (b) who have been advised of the restrictions on disclosure and use.

Without limiting the generality of the foregoing, the Receiving Party shall protect the Confidential Information at least with the same degree of care and safety as it uses in respect of its own confidential information and business secrets, but in no event less than a reasonable standard of care.

Notwithstanding anything to the contrary in these License Terms, the obligations regarding Confidential Information shall apply for a period of five (5) years as of the date of the disclosure of the Confidential Information or any material containing Confidential Information, except for source code, which shall be protected in perpetuity.

14. SUPPORT AND MAINTENANCE OF SOFTWARE

Licensor will provide Licensee with support and maintenance services regarding the Software as defined in the separate General Ubisecure Identity Server Software Support and Maintenance Terms. Licensee acknowledges that unless the fees for support and maintenance services have been paid in full and Licensee is in compliance with the Support and Maintenance Terms, Licensee shall not be entitled to receive nor Licensor obligated to provide any support or maintenance services for the Software.

15. MARKETING COOPERATION

15.1 Publicity. Licensee agrees that Licensor may issue a press release regarding the Agreement in a form approved by Licensee, which approval shall not be unreasonably withheld or delayed. Licensee agrees that Licensor may list Licensee on its list of current customers for as long as Licensee is using the Software.

15.2 Licensor Reference. Licensee agrees to act as a reference for existing and prospective customers.

16. GENERAL PROVISIONS

16.1 Compliance with Laws. Each party shall comply with all applicable laws, rules, regulations, and other provisions enacted or promulgated by any governmental authority relating to their performance under the Agreement including, without limitation, any laws regulations regarding the export or re-export of the Software.

16.2 Modifications: Any modification or amendment to the Agreement shall be enforceable only if in writing and signed by authorized representatives of both parties.

16.3 Notices: All notices and other communications given in connection with the Agreement must be in writing and shall be deemed received on (i) the date personally delivered, (ii) the next day after sending if sent by next-day carrier service, or (iii) the third day after mailing via first-class mail, return receipt requested, to a party at the address specified on the signature page of the Order or such other address as designated from time to time.

16.4 Contact Persons. Each party shall designate a business contact person for the Software. The business contact person is responsible for the general business communications between the parties. Any information sent to the other party is considered properly communicated when sent to the appointed Contact Person.

16.5 No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

16.6 Assignment: Licensee may not assign or transfer the rights or obligations of this Agreement to a third party without a prior express written consent of Licensor.

16.7 Waiver: Neither party's failure to exercise or delay in exercising any of its rights under this Agreement shall constitute a waiver, forfeiture, or modification of such rights. Waiver of a breach of this Agreement shall not be deemed a waiver of any future breach.

16.8 Force Majeure. Neither party will be liable for any default or delay in the performance of all or part of its obligations (other than an obligation to make payment of any monies) under the Agreement to the extent such default or delay is caused by acts of governments, hostilities, power failures, fire, strike, riot, or any other event beyond its reasonable control (force majeure). Strikes and other forms of industrial actions shall be considered force majeure even when a party itself is a party to such action. The party invoking a force majeure event referred to above shall be obliged to inform the other party in writing and without undue delay of the occurrence of a force majeure, as well as of its termination. In case the duration of force majeure exceeds three (3) months, either party may terminate the Agreement with immediate effect without the other party having the right to claim damages.

16.9 Governing Law; Venue. This Agreement shall be interpreted under laws of Finland without regard to its conflict of law provisions. No choice of law rules or any jurisdiction shall apply.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland

UBISECURE SUPPORT AND MAINTENANCE TERMS

1. SCOPE

These Ubisecure Software Support and Maintenance Terms (the ”Support Terms”) govern the delivery of the Support Services provided by Licensor as listed on an Order entered into and are pursuant to the Agreement to which these Support Terms are attached and made a part thereof.

2. DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the License Terms.

“Correction” means replacement distribution media or corrective code or Documentation which corrects an Error. Licensor may, at its discretion, modify the Documentation to (i) remove inaccuracies in the Documentation, or (ii) describe changes, modifications or improvements made to the Maintained Software. ‘Correction’ includes, but is not limited to, update disks and corresponding data files and Documentation.

“Email Support” means the support provided to Licensee by email after Licensee has emailed Licensor’s Standard Support Email Address or Critical Support Email Address.

“Error” means a defect in the distribution media or material difference between the operation of the Maintained Software and the description of the operation of the Maintained Software as provided in the current Documentation for the Maintained Software.

“Error Confirmation” means a confirmation by Licensor of the Error as well as its Severity Level issued by Licensor after receiving the Error Report, inspecting the Error and confirming an actual Error.

“Error Report” means the report sent by Licensee to Licensor containing the following required background information (as specified in

https://www.ubisecure.com/support/ :

(i) Which Software and version number of the Software(s);

(ii) Which operating system and version used;

(iii) Which application server and version used;

(iv) Which directory server and version used;

(v) Which Java version used;

(vi) Which internet browser and version used;

(vii) Any potentially interfering settings;

(viii) Detailed description of the Error;

(ix) Instructions on how to reproduce the Error, if applicable;

(x) Screenshots of the Error, if applicable;

(xi) Log files of the Error, if applicable;

(xii) The name of the primary contact (Single Point of Contact) in solving the Error; and the telephone (mobile and fixed) numbers as well as email address for this person.

Prior to submitting an Error Report, Licensee should check the Documentation, Software release notes and Software online help or Knowledge Base for solved cases and verify whether the issue has been solved in a newer version(s) than the one where Licensee has observed the Error.

“Escalating a Critical Issue” means that Licensee calls the Phone Support Number and identifies the Error Severity as Critical.

“EXTENDED Support and Maintenance Service” means support and maintenance offered and performed at all hours (24/7) 0:00 – 24:00, twenty four hours per day.

“First Response Time” means the time elapsed from Licensee’s (i) email to the Standard Support Email Address or Critical Support Email Address; or (ii) call to Phone Support Number; or (iii) other support request submitted online to Licensor’s support facility through the web until such time as Licensor’s support staff begin working on the case. It is not the expected resolution time.

“Knowledge Base” means a comprehensive source of information for solving support issues that a licensee may have.

“Maintained Software” means the Software for which support and maintenance has been agreed to be provided by Licensor. In addition, Maintained Software shall mean any graphical and/or audio material, databases and/or any other material belonging to or attached to the Software, as well as any Documentation that has been provided to Licensee in connection with the Software. Furthermore, Maintained Software shall mean any Maintenance Releases, Upgrades, updates, modifications and additions to the Maintained Software.

“Incident” means an unplanned interruption to Service or a degradation to Service

“Query” means a technical question about Maintained Service and Software. Query can be about features, functional implementation or best practices.

"Maintenance Release" means a release of the Software that corrects a security flaw or minor bug without altering any core components or adding new features.

"New Version" or "Upgrade" means a modification to the Maintained Software which provides functional or performance improvements to the Maintained Software and which is recommended by Licensor to be licensed by licensees of the previous version of the Maintained Software. The release of a New Version shall always be at the sole discretion of Licensor. These Support Terms shall not entitle the Licensee to obtain such New Versions or Software modules, which are subject to separate license agreements and payment of applicable fees.

"Normal Business Hours" means the hours between 09:00 and 17:00 [GMT +2] in Finland from Monday to Friday excluding Finnish national holidays.

"Phone Support" means the support provided to Licensee after Licensee has called Licensor's Phone Support Number. Phone Support may be provided by Licensor to Licensee using phone or email.

"Phone Support Number" means the specific telephone number for Support Services. The number is available from Ubisecure Support team.

"Previous Version" means the version of the Maintained Software which is the latest and the preceding version of Maintained Software until the New Version is released.

"Severity Level" means the severity classification which is part of the Error Report. Licensee will identify the Severity Level for each issue reported to Licensor's support facility. Severity Levels shall be divided into four (4) basic categories: Critical, High, Normal and Low.

(i) Critical: has a major impact on the whole usability of the Software or stops the service from operating altogether in most or many cases;

(ii) High: has an impact on the usability of the Software or Service or stops the Service from operating in some or many cases; It may affect the usability of the service for great number of users, but is not blocking them from the service altogether.; Operations can at least partly continue before requiring escalation.

(ii) Normal: affects the usability of the Software for a limited number of users, and usually is not blocking them from the service altogether.Operations can continue before requiring escalation. A temporary workaround may be possible and is acceptable.

(iii) Low: has no impact on the whole usability of the Software in a production environment. No temporary workaround or other quick solving is required. Low support request is handled with low priority.

"STANDARD Support and Maintenance Service" means support and maintenance offered and performed during Normal Business Hours (8/5) 9:00 – 17:00 GMT +2:00.

"Support Email Address" means email address support@ubisecure.com

"Support Services" means the Software support and maintenance services described below in 'Contents of Service'.

"Under Work" means the time by which Licensor will begin working on a resolution of the Error.

3. CONTENTS OF SERVICE

In consideration of full payment of the fees set forth in the Order, Licensor will provide to Licensee the Support Services for the Maintained Software in accordance with these Support Terms.

Support Services shall mean the following services:

a) Support Inquiries. Licensor will respond to reasonable support inquiries from Licensee by electronic mail without additional cost. "Reasonable" support inquires shall not exceed forty-eight (48) working hours per year. Licensor's support staff are available, via email for assistance or to receive Error Reports, during Normal Business Hours at Licensor's current Standard Support Email Address.

Licensor has the right to allocate support requests based on availability of staff. Support Service exceeding forty-eight (48) working hours per year will be charged separately according to Licensor's then current standard price list. Licensor provides Support Service for the Previous Version of Software for up to twelve (12) months from the date after the New Version has been released. Licensor shall not be obligated to provide any Support Service for any discrepancies:

(i) related or caused by use of the Software in a manner or form not defined or described in Documentation;

(ii) regarding any functionality not directly related to the Software;

(iii) related to products, applications and services not using the Software;

(iv) related to or caused by a modification(s) made by any party other than Licensor;

(v) related to problems caused by the installation of the Product(s) on an unsupported platform;

(vi) related to problems caused by third party products; or

(vii) related to damage or failure of the Software due to or caused by or arising from Force Majeure.

The First Response Time goals for Error For STANDARD Support and Maintenance (8/5):

Severity Level	First Response Time Goal
Critical	2h during Normal Business Hours
High	4h during Normal Business Hours
Normal	8h during Normal Business Hours
Low	16h during Normal Business Hours

Severity Level	Under Work
Critical	4h during Normal Business Hours
High	8h during Normal Business Hours
Normal	I6h during Normal Business Hours
Low	By best effort

For EXTENDED 24/7 Support and Maintenance (24/7):

Severity Level	First Response Time Goal
Critical	Immediately by phone call

Severity Level	Under Work
Critical	1h 24/7/365

The above First Response Time Goal shall apply for Critical cases only where such a case is submitted by Licensee calling Phone Support. Licensor cannot guarantee that any or all of Licensee's inquires will be solved, that any response will be error free, or that any response time goals will be met. However, Licensor will use commercially reasonable efforts to resolve Licensee's inquires to meet response time goals.

b) Fixes to reported Errors (hereinafter, "Maintenance Releases"). Licensor shall use reasonable efforts within its discretion to provide a Correction to the Error. If required under these Support Terms, a single copy of any Maintenance Releases will be provided to Licensee without additional charge, if and when the same becomes available to all end users of the Maintained Software. Licensor will notify Licensee of the availability of the Maintenance Releases. Upon request, Licensor will deliver one (1) copy of Maintenance Releases along with instructions for installation. Licensee is responsible for installing and disseminating the Maintenance Releases.

There may be a temporary Error fix first and a Maintenance Release later. The Licensor may also suggest a work-around for the Error as a temporary Error fix, in case it can be more easily achieved given requirements and the limited time to fix the Error. The final Maintenance Release shall be provided in the New Version.

c) New Versions. Licensor shall use reasonable efforts from time to time to make available Upgrades to the Software at its discretion. If required under these Support Terms, a single copy of such Upgrade will be provided to Licensee without additional charge, if and when the same becomes available to all end users of the Maintained Software. Licensor will provide a notice to Licensee notifying Licensee of available Upgrades. Upon request, Licensor will deliver one (1) copy of Upgrades along with instructions for installation. Licensee is responsible for installing and disseminating the Upgrades.

Licensee should license and install and disseminate the New Version of the Maintained Software within six (6) months from the notice.

If Licensee decides not to install and disseminate the New Version of the Maintained Software within six (6) months from the notice, Licensee may choose to extend the Support Services by paying an increased fee of one and a half times (1.5 times) the then current list price for maintenance and support, whereby Licensor will grant an extension for the Support Service of the Maintained Software for the Previous Version of Software for a maximum of up to eighteen (18) months from the date when the New Version has been released.

If the Licensee does not install and disseminate the New Version of the Maintained Software within six (6) months from the notice, or if the Licensee has not paid the above stated one and a half (1.5) times increased service and maintenance fee for a maximum of up to eighteen (18) months from the date when the New Version has been notified, then Licensor shall have the right to terminate the Support Service regarding the respective Maintained Software.

New Version release process follows the following guidelines:

(i) Every build is given a sequence number

(ii) List of release builds reference the build sequence number

(iii) Release version numbers have a three layer sequence number X.Y.Z

The first layer (X) is incremented on Major Releases with identifiable new features. The second layer (Y) is incremented on minor releases with existing feature. The third layer (Z) is incremented on Maintenance Releases containing bug fixes but no new functionality.

If Licensee requests Licensor to inspect an Error where the cause of the Error relates to matters that are outside of the scope of Support Service, then Licensor shall charge Licensee for these provided services, applying the prices for professional services in Licensors' then current price list.

4. SUPPORT ESCALATION MATRIX

Support and Maintenance process shall have an organizational escalation leverage matrix. The first (lowest) level is the Support Contact defined in Licensee's and Licensor's organization respectively. The second level is the Technical Contact level, defined in both Licensee's and Licensor's organization respectively. The third level is the Business Contact level (defined in Licensee's and Licensor's organization respectively).

5. FIRST LEVEL SUPPORT

If Licensee has licensed the Software through a reseller, Service Provider or Systems Integrator, the reseller, Service Provider or Systems Integrator will make available to Licensee a reseller service advisory function within its local support organization. The reseller advisory service will perform the following Support Service tasks:

- to perform proactive technical quality checks coordination with Licensee. This includes interaction and delivery coordination with Licensor;

- to perform reactive technical quality checks coordination with Licensee. This includes interaction and delivery coordination with Licensor;

- to act as first escalation level enabling cause analysis in Error identification;

- to provide Licensor with Error reports as described above in these Support Terms;

- to interact with Licensor's support escalation matrix.

6. OBLIGATION TO INFORM

As Third Party Software will be integrated with the Maintained Software and as these integrations will affect Licensor's ability to provide the Support Service, Licensee shall promptly inform Licensor of any known integration with the Maintained Software. Licensee shall provide the following information: (i) name of integrated software, (ii) vendor or developer of the integrated software, (iii) version of the integrated software, and (iv) date (e.g. Month) when the integration was completed.

The submitted information is used to verify license requirements, provide improved support and to assist the product development planning process. Licensor reserves the right to share information

that a given Third Party Software has been integrated with the Software.

7. TERM AND TERMINATION

These Support Terms shall become effective when both parties have signed the Agreement (”Effective Date”).

The term of the Support Service shall be a period of twelve (12) months. If neither party provides at least three (3) months’ written notice of termination prior to the end of the current term, the term shall renew automatically for successive 12 month periods until either party provides at least three (3) months written notice of termination prior to the end of then current term.

Either party may terminate the Support Service and the Agreement with immediate effect if the other party substantially breaches its obligations under the Agreement. A breach shall always be considered substantial if the breaching party has not corrected its conduct within thirty (30) days from the receipt of a written notice about the breach.

Either party may terminate the Support Service and the Agreement with immediate effect if the other party is declared bankrupt or placed in liquidation.

The termination of the Support Service does not affect any provision in these Support Terms or in the Agreement which by its nature or context is to operate even after termination.

If these Support Terms apply to more than one Maintained Software, the termination of one Support Service shall not terminate other Support Service(s). Upon the termination of the Agreement, all Support Services shall also terminate.

8. PRICES; PAYMENT TERMS

In consideration of the support and maintenance services provided by Licensor to the Licensee as defined in these Support Terms, Licensee shall pay Licensor the prices set forth in the Order. If there is no price specified in the Order the prices of Licensor’s then current price list shall be applied.

If the parties separately agree that any Support Service will be performed outside Normal Business Hours or following other special arrangements, the Licensee shall pay the Licensor the additional costs therefor. If there is no price specified, Licensor’s prices for professional services man-day from Licensor’s then current price list shall apply.

EXTENDED Support and Maintenance Service is only available if separately agreed. For Escalating a Critical issue without having an Agreement on using Extended Support and Maintenance Service level, an additional professional service is charged, at the fees specified in Licensor’s then current price list.

All prices are exclusive of value added tax and/or other similar sales taxes, which will be added to the prices in accordance with applicable legislation.

Licensee shall pay all prices on the basis of an invoice from Licensor. The terms of payment shall be fourteen (14) days from the date of invoice. The late payment interest shall be calculated in accordance with the legislation defined by the Finnish Interest Act.

Recurring fees (monthly, quarterly, semi-annual or annual) shall be invoiced in accordance with a schedule of payment as agreed in writing. If no schedule has been agreed, recurring prices shall be invoiced monthly beginning on the Effective Date of the Agreement.

Fixed prices shall be invoiced in instalments in accordance with an agreed schedule of payment. If no schedule has been agreed, fixed prices shall be invoiced in one instalment on the Effective Date of the Agreement.

Professional services fees (hourly/daily prices) shall be charged at the end of agreed billing period for the work that has been carried out during the respective billing period. Unless otherwise agreed, the invoice period shall be one (1) calendar month.

All other fees will be invoiced immediately as they arise.

Licensor shall have the right to change the prices under the Agreement by giving Licensee a notice thereof at least ninety (90) days in advance. If Licensee does not accept the change, Licensee may terminate this Agreement on the date preceding the effective date of the change, by giving Licensor a written notice thereof at least thirty days (30) in advance. If Licensee fails to give Licensor said notice, the change of prices shall become effective in accordance with the original notice.

Licensor will apply indexation to the prices on each renewal.

UBISECURE PROFESSIONAL SERVICES TERMS

1. SCOPE

These Ubisecure Terms for Professional Services (the ”Services Terms”) shall govern the delivery of the professional services with respect to the Software and listed on an Order entered into pursuant to the Agreement to which these Services Terms are attached and made a part thereof.

2. DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the License Terms.

“Deliverables” shall mean all documents, specifications, and other material such as computer program(s) and any changes to the Software that result from the Consulting Services.

"Normal Business Hours" shall mean the hours between 09:00 and 17:00 [GMT +2] in Finland from Monday to Friday excluding Finnish national holidays, however the total on a weekly basis shall not exceed 37.5 hours.

“Consulting Services” shall mean the professional services work described in the Order or in any subsequent Order.

3. RIGHTS AND OBLIGATIONS OF LICENSOR

Licensor shall appoint certain of its employees as consultants (hereinafter “consultants”) who will perform the Consulting Services set forth in the order.

Licensor shall not be responsible for the functionality of the Deliverables or their suitability for the assignment in question.

Unless otherwise agreed in writing, the Consulting Services shall be performed during Normal Business Hours and on the Licensor’s premises.

If a consultant used for the Consulting Services ceases to be at Licensor’s disposal for the provision of the Consulting Services, Licensor shall have the right to change the consultant to another.

4. RIGHTS AND OBLIGATIONS OF LICENSEE

Licensee shall make the payments specified in the Order to Licensor.

Licensee shall perform in conformity with these Services Terms and the Agreement and with due care and professional skill the tasks and measures for which it is responsible.

Licensee is responsible for providing Licensor with sufficient and accurate information in a timely manner, including without limitation any work instructions necessary to perform the Consulting Services. Licensee represents that all such information is up-to-date and accurate.

Licensee shall allocate appropriate working space for the consultants when the Consulting Services are carried out on the premises of Licensee.

If the Consulting Services require specific training of consultants of Licensor, Licensee shall provide such training in advance at no cost to Licensor.

Licensee shall supervise and monitor all the work of the consultants.

Licensee shall not, without prior written consent of Licensor, make an offer of employment to Licensor’s consultants nor employ them without such consent while the consultants are performing the Consulting Services and for six (6) months after the completion or any other termination of the Consulting Services. Any breach of the foregoing obligations in this section shall entitle Licensor to liquidated damages equal to the amount of salary and other compensation paid by Licensor to the consultant during the previous six (6) month period. Licensor shall also be entitled to any other remedies afforded by applicable law.

5. REPORTING AND ACCEPTANCE

Licensor shall regularly report to Licensee on the progress with regard to completing the Consulting Services.

Licensee must provide any rejection of the Deliverables in writing within seven (7) days after receiving any the Deliverables. If Licensee makes no written rejection within this period, the Consulting Services and the Deliverables shall be deemed accepted. If the furnishing of the Deliverables is not included in the Consulting Services, the Consulting Services shall be deemed as accepted if the Licensee has not provided a written rejection within the seven (7) days of the completion of the Consulting Services.

6. PRICES AND TERMS OF PAYMENT

Licensee shall pay Licensor the prices for the Consulting Services set forth in the Order. If there is no price specified, the prices of Licensor’s then current price list shall apply.

Licensor shall charge separately for travel, accommodation and daily allowance costs incurred while performing the Consulting Services. Travel time required shall also be charged in accordance with the then current price list of Licensor.

If Licensor performs the Consulting Services at the request of Licensee outside of Normal Business Hours, the hourly prices will be increased on weekdays by fifty percent (50%), and on Saturdays and holidays by one hundred percent (100%).

All prices are exclusive of value added tax and/or other similar sales taxes, which will be added to the prices in accordance with applicable legislation.

Licensee shall pay all prices on the basis of an invoice from Licensor. The terms of payment shall be fourteen (14) days from the date of invoice. The late payment interest shall be calculated in accordance with the legislation defined by the Finnish Interest Act.

Fixed fees shall be invoiced in installments in accordance with an agreed schedule of payment. If no schedule has been agreed, fixed fees shall be invoiced in one (1) installment on the Effective Date of the Agreement or at the time an Order is placed.

Prices that are based on a time & materials basis shall be charged at the end of the agreed billing period for the work that has been carried out during the respective billing period. Unless otherwise agreed in writing, each invoice period shall be one (1) calendar month.

Any other costs will be invoiced immediately as they arise, unless otherwise agreed in writing.

Licensor shall have the right to change the prices under the Agreement by giving Licensee notice thereof at least ninety (90) days in advance. If Licensee does not accept the change, Licensee may terminate these Services Terms on the date preceding the effective date of the change, by giving Licensor a written notice thereof at least thirty (30) days in advance. If Licensee fails to give Licensor said notice, the change of prices shall become effective in accordance with the original notice.

If part of the Deliverables is Third Party Software, the parties agree separately on which party is responsible of acquiring needed rights to Third Party Software. Licensee is responsible of acquiring the needed rights if nothing to the contrary has been agreed upon in writing. Licensor shall not be liable for any changes in the license terms of Third Party Software that may affect the Licensee's ability to use the Third Party Software. By definition all the costs for Third Party Software, including license fees, shall be paid by the Licensee, not Licensor.

Licensor will apply indexation to the prices on each renewal.

7. OWNERSHIP

Licensor shall own all right, title and interest (including without limitation all patent, copyright, trade secret and other intellectual property and rights) in any work product or other deliverables created or supplied by Licensor in connection with the performance of any Support Service of Consulting Services, except that Licensor hereby grants to Licensee, a worldwide, non-exclusive, royalty-free, nontransferable, nonsublicensable right and license in the Territory to utilize the Deliverables for internal business purposes only as contemplated by the Agreement.

8. DELAYS

If a party anticipates a delay in the performance of its obligations under these Services Terms, it must immediately notify the other party thereof as well as of the reasons for the delay and the impact it is expected to have on the schedule.

9. TERM AND TERMINATION

These Services Terms shall become effective when both parties have signed the Agreement (”Effective Date”) and will remain in effect for one (1) year.

Either party may terminate the Consulting Services and the Agreement with immediate effect if the other party is declared bankrupt or placed in liquidation or if it otherwise becomes apparent that the other party will commit a substantial breach of the Agreement and if the other party fails to give acceptable security for the proper fulfillment of its obligations under the Agreement.

If these Services Terms apply to more than one Software module, the termination of one Consulting Service shall not terminate other Consulting Service(s). Upon the termination of the Agreement all Consulting Services shall also terminate. Upon the termination of the license of Software, the license granted by these Services Terms to the respective Deliverables shall also terminate.

Upon termination of the license to the Deliverables, Licensee shall immediately discontinue use of the Deliverables and within ten (10) days certify in writing to Licensor that all copies of the Deliverables, in whole or in part, in any form, have either been returned to Licensor or destroyed in accordance with Licensor´s instructions. Licensor shall have a reasonable opportunity to conduct an inspection of Licensee's place of business to assure compliance with this provision.

10. SUBCONTRACTORS

Licensor shall have the right to use subcontractors to perform the Consulting Services. Licensor’s use of any subcontractors, will not relieve, waive or diminish any obligation Licensor may have to Licensee under this Agreement.