

GENERAL TERMS AND CONDITIONS (GTC)

KLINKMANN SUPPORT SERVICES

This Agreement contains the terms and conditions that apply to your purchase from Klinkmann that will be provided to you ("Customer") by Klinkmann's order confirmation, Customer agrees to be bound by and accepts these terms and conditions. If you do not wish to be bound by this Agreement, you must notify Klinkmann immediately and before the delivery. These terms and conditions are subject to change without prior written notice at any time, at Klinkmann's sole discretion.

SUPPORT SERVICES

Klinkmann provides Customer with support (here "Support or Services") free of charge, customer purchase order or on the basis of Support Agreements. Our experts provide you with comprehensive support and support agreements based on your company's needs. We serve you in Finnish and English and many of the local languages in our markets.

- Klinkmann Support Services include, but are not limited to:
 - Technical support by email or phone on bank days mainly between 8am-4pm
 - Support portals, self-help content
 - Migration services
 - Pilots
 - Proof of Concept (POC) project services
 - Training classes
 - Customer specific training workshops
 - Consultation
- Klinkmann provides product support only, excluding application support.
- Support availability may occasionally vary due to availability or downtime due to circumstances beyond the control Klinkmann.
- Customer will be required to provide the Support Agreement ID prior to receiving support.

Klinkmann's free of charge support is determined and provided by Klinkmann or by its subcontractors at Klinkmann's sole discretion. Free of charge support is provided on a best-effort basis and may be modified, limited or discontinued by Klinkmann at any time.

Klinkmann's services that exceed free of charge level will be defined in a quotation.

RESTRICTIONS

Both parties agree to follow local laws and international trade controls law and regulations. Klinkmann may terminate the service, or suspend performance under such agreement, with immediate effect in case the continued execution of the agreement is deemed by Klinkmann to be prohibited under Trade Control

Regulations or otherwise to expose Klinkmann to the risk of becoming subject to penalties, restrictions, sanctions list designations, or any negative consequences under Trade Control Regulations.

DISPUTE RESOLUTION

The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) through negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator.

DISCLAIMER OF ALL WARRANTIES

Klinkmann MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SUPPORT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE RESULTS TO BE OBTAINED FROM THE SUPPORT OR THE RESULTS OF ANY RECOMMENDATION Klinkmann MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION Klinkmann MAY PROVIDE. Klinkmann may update these terms from time to time, provided such updates shall not affect Services already delivered.

SUPPORT WARRANTY

The warranty set out in this section applies only to purchased Support Services. Free of charge support is provided without warranty. Klinkmann warrants purchased Support Services for thirty (30) days from completion of the relevant Support Service. Customer's sole and exclusive remedy shall be the re-performance of the affected Support Services.

LIABILITY

Customer shall at its cost support Klinkmann in problem analysis to the extent necessary, e.g. providing incident data, documents, information, error messages, authorized accesses. The Customer remains at all times responsible for the safety of humans, data, remote connection security if the remote access is granted to Klinkmann for the purpose of support, machines, and the serviced objects. Customer shall take all the necessary steps to ensure security against any threats including but not limited to cyberthreats, IPR violations, access or confidentiality breaches.

Klinkmann's liability is limited to only to the delivery of service purchased. Support that is provided free of charge does not include any guarantee of delivery or specific results to Customer. Klinkmann shall not be liable for any damages caused by any delay or disruption in deliveries where the execution of the deliveries is due to Force Majeure circumstance, such as but not limited to earthquake, fire, war, riot, attacks on IT systems, Covid, or deemed by Klinkmann to be prohibited under export control or sanctions regulations or otherwise to expose Klinkmann to the risk of becoming subject to penalties, restrictions, or similar negative consequences under such laws.

Customer agrees that for any liability related to free of charge support, Klinkmann is not liable or responsible for any amount of damage.

For purchased Support Services, Klinkmann's aggregate liability arising out of or related to such Support Services shall not exceed the fees paid by Customer for the relevant Support Services during the three (3) months immediately preceding the event giving rise to the claim.

In all and every case, Klinkmann will not be liable for any indirect, incidental, consequential or special damages, including but not limited to loss of profit, loss of revenue, business interruption, downtime, production losses or loss of data.

Nothing in this Agreement shall limit liability arising from wilful misconduct or gross negligence.

DOCUMENTS

Klinkmann retains the full intellectual and industrial property rights in all documents and other things provided in connection with the support. Customer may use documents only unmodified.

CONFIDENTIAL INFORMATION

Parties may disclose Confidential Information to each other in connection of the support. The party disclosing Confidential Information shall be held liable for a breach of such obligations by its employees or a third party.

GOVERNING LAW

This Agreement shall be governed by the laws of Finland.

These terms and conditions may not be altered, supplemented, or amended by the use of any other document(s), except in a written agreement signed by both Customer and Klinkmann.