RECHANNELD

GENERAL TERMS FOR RECHANNELD SERVICES

These General Terms for RECHANNELD Services ("General Terms") apply to all purchases of services by the Client from reChanneld Oy ("RECHANNELD") specified in the relevant Sales Agreement signed by the Client and RECHANNELD. These General Terms, together with the Sales Agreement and all annexes, exhibits, schedules, order forms and/or attachments appended thereto, constitute an integral part of the agreement between the Parties ("Agreement") and are fully incorporated hereunder.

1 BACKGROUND AND PURPOSE

1.1 As of the Effective Date, the Parties have entered into the Agreement for the provision of Services (Cloud Services, and/or Professional Services) in accordance with these General Terms.

2 CLOUD SERVICES

2.1 RECHANNELD shall provide Cloud Services in accordance with the Service Description describing each Service and as set forth in the related Sales Agreement or order form. RECHANNELD reserves the right to select and change, the underlying technology and procedures for producing the functionality of Cloud Services. Moreover, RECHANNELD is entitled to change the Cloud Services, so long as any such change does not materially impact the usability of the Cloud Services.

2.2 The Cloud Services shall be delivered from the Service Center(s) specified by RECHANNELD. RECHANNELD shall be responsible for such Service Center(s) and shall have the right to select and change the Service Center(s) used for the production of the Cloud Services.

2.3 RECHANNELD is committed to performing the Cloud Services to the Client in accordance with each relevant RECHANNELD standard Service Level Agreement relating to the Cloud Services.

2.4 The Client may be required to accept a standard end user terms and conditions of a third party SaaS vendor specified in the relevant Sales Agreement (if any) that is responsible for the underlying technology in order to get access to the Cloud Services. Furthermore, the Client acknowledges and accepts that the SaaS vendor responsible for the underlying technology may update its software during the term of the Agreement.

2.5 Client may use Cloud Service for its own internal purposes unless explicitly otherwise agreed. Client has no right to provide services for other legal entities. Client has no right to transfer the license to another legal entity without written permission from RECHANNELD.

3 PROFESSIONAL SERVICES

3.1 RECHANNELD shall perform Professional Services for the Client in preparation for the activation and use of the relevant Service by the Client. The Professional Services shall be performed by RECHANNELD in accordance with the applicable Delivery Documentation. Client shall be charged for travel costs, accommodation and per diem allowance (when applicable) incurred in RECHANNELD's performance of the Professional Services.

3.2 The deliverables and activities set forth in the Delivery Documentation constitute the full scope of the delivery of the Services ordered by the Client at the Effective Date. Additional fees will apply for activities outside the standard project delivery scope. In such case, an estimate for additional Professional Services and related fees may be presented to the Client in the Delivery Documentation.

3.3 Any requests by the Client for changes to the agreed scope of the delivery will be treated as change requests in accordance with the RECHANNELD change request procedure. The implementation of change requests may affect the delivery schedule and may result in additional charges.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

a) provide RECHANNELD with the necessary information as may be required by RECHANNELD for the performance of the Services, including but not limited to the Client Data and security access information;
b) use the Services in accordance with the Agreement and the purpose for which they are provided;
c) be responsible for determining the suitability of the Services for Client's business and complying with any laws and regulations applicable to the Client and Client's use of the Services;
d) ensure that its network and systems comply with the relevant specifications provided by RECHANNELD from time to time, ensure the security of its network and systems, and be solely responsible for procuring and maintaining its IT systems and network connections; and
e) accept the standard end user terms and conditions of the SaaS vendor specified in the relevant Sales Agreement (if any) that is responsible for the underlying technology.

5 SUBCONTRACTING

Client acknowledges and agrees that RECHANNELD may involve Affiliates or other subcontractors in the performance of its obligations hereunder. RECHANNELD shall be fully liable for the work of any such Affiliate or subcontractor as for the work of its own. Upon request, RECHANNELD will notify the Client of the subcontractors used. In case there is a change of subcontractor used for the provision of the Service and the Subcontractor is in direct interaction with the Client, RECHANNELD shall notify the Client of such change as soon as practically possible.

6 CLIENT DATA

6.1 The Client shall, upon RECHANNELD's request, provide all Client Data necessary for the delivery and operation of the Services to the Client and shall inform RECHANNELD of any changes to its Client Data without delay. The Client shall own all rights, title and interest in and to all the Client Data.

6.2 The Client represents and warrants to RECHANNELD that the Client Data is accurate and that the Client has the right, and all third-party consents and authorizations from data protection and other authorities necessary to transfer all Client Data, including any Personal Data, to RECHANNELD in view of RECHANNELD providing the Services. The Client acknowledges and agrees that this entails amongst other using, storing, copying, transferring and processing the Client Data, in and outside of the Client's country, for providing the Services.

6.3 Client grants RECHANNELD, the right to export Client Data, including anonymized Personal Data, which will be handled according to the general rules of the Data Processing Agreement between the Parties, from RECHANNELD's Service

solely in order to:

a) improve and further develop RECHANNELD's Services,
b) develop new RECHANNELD services, and
c) perform benchmarking between different RECHANNELD clients using anonymized data.

7 FEES AND INVOICING

7.1 The Client shall pay RECHANNELD for the Services in accordance with the pricing and invoicing periods defined in the Sales Agreement. Unless otherwise set forth in the Sales Agreement, all prices quoted are exclusive of VAT, which will be added to the Fees and invoiced to the Client.

7.2 All payments shall be made on or before the due date specified in the invoice. The payment term shall be defined in the Sales Agreement. Any outstanding and overdue sums shall be subject to interest at the annual rate of ten percent (10%) or the highest rate allowed under the applicable law.

7.3 In the event that the Client has not made a payment within thirty (30) days following the due date, RECHANNELD may, without any further liability, suspend the Services until the Client has made all payments in full.

7.4 RECHANNELD shall be entitled to annually adjust the Service Fees by informing the Client in writing at least 30 (thirty) days before the changes become effective.

8 SERVICE WARRANTIES

8.1 Cloud Service Performance Warranty: RECHANNELD represents and warrants that the Service will operate in substantial conformance with the applicable Service Descriptions during the Agreement period.

8.2 Professional Services Warranty: RECHANNELD represents and warrants that the results of the Professional Services will substantially conform to the Delivery Documentation for 30 (thirty) days as of the date of the delivery. The warranty covers direct Errors that prevent the Services to function substantially in accordance with the applicable Service Descriptions due to an Error in the results of the Professional Services delivery. The warranty does not cover any functional changes to the Services.

8.3 RECHANNELD DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICE. RECHANNELD EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights related to the Services belong to RECHANNELD or its licensors and shall remain the property of RECHANNELD or its licensors. By signing the Agreement, no ownership as to the RECHANNELD Intellectual Property Rights shall be transferred to the Client. The Client is granted limited rights only as to the Services as specified under the Agreement.

9.2 All AI Training Data and Nudging Rule Templates, other service content, configurations and rules are owned by the Party providing the same and such Party has a right to develop, maintain, alter and discontinue the same at such Party's own discretion.

9.3 In the event that a claim is made by a third party against the Client for infringement of any Intellectual Property Right of such third party by the Services, RECHANNELD shall defend the Client, provided that the Client immediately informs RECHANNELD of the claim in writing, permits RECHANNELD to have sole control to defend or settle the claim, and gives RECHANNELD all available necessary information, together with reasonable assistance and the authorization to do so. Moreover, provided that the Client has acted in accordance with the foregoing, RECHANNELD shall reimburse the Client for its reasonable costs, including necessary and reasonable legal costs already incurred, and RECHANNELD shall indemnify the Client for the latter's payment of damages based on its settlement with the third party, agreed to by RECHANNELD, or awarded to the third party in a trial.

9.4 Furthermore, upon being notified of such infringement claim, RECHANNELD shall, at its option: (i) defend through litigation or obtain through negotiation the right for the Client to continue using the Service; (ii) amend the Service so as to render it non-infringing while preserving the original functionality; or (iii) replace the Service with functionally equivalent service. If none of the foregoing alternatives provides an adequate remedy, RECHANNELD may terminate all or any part of the Agreement and the Client shall be refunded any Service Fees paid in advance for the Cloud Services.

9.5 However, RECHANNELD shall not be liable for any claim, which:

a) results from the use of the Service for a purpose for which it has not been designed or approved, or use of the Service together with another product or service not delivered by RECHANNELD or against the directions given by RECHANNELD; or
b) could have been avoided by using a corresponding service, which had been offered to the Client without any additional charge, provided that the corresponding service was of the same quality, performance and functionality as the original;

10 CONFIDENTIALITY

10.1 Except as otherwise provided in the Agreement, all Confidential Information and documents containing Confidential Information shall remain the property of the Party originally disclosing the Confidential Information. Each Party shall maintain confidentiality of the Confidential Information provided in connection with the Agreement and shall refrain from disclosing or using it for any other purpose than in connection with the Agreement.

10.2 Each Party shall make any Confidential Information provided by the other Party available to only those of its employees, advisers, subcontractors or agents who need to know the Confidential Information in connection with the Agreement. The Parties shall inform all persons (including its employees, advisers, subcontractors or agents, and the employees of the subcontractors or agents) to whom a disclosure of Confidential Information is made, as permitted herein, of the obligations of confidentiality and any such advisers, subcontractors or agents shall execute a written agreement incorporating provisions on confidentiality no less restrictive than those of this Section 10.

10.3 The confidentiality obligations in this Section 10 shall not apply to Confidential Information, which:

a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or
b) was known to the receiving Party prior to disclosure by the disclosing Party; or
c) is disclosed to the receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing Party; or
d) is required to be disclosed in response to a valid order by a court or any other governmental authority or otherwise

required by applicable securities or other laws.

10.4 Upon the expiration of the Agreement or the request of the disclosing Party, whichever occurs first, the receiving Party shall return to the disclosing Party any confidential documents or materials disclosed under the Agreement.

10.5 Notwithstanding the provisions in this Section 10, RECHANNELD has the right to disclose any Confidential Information received from the other Party under the Agreement to its Affiliates as it deems necessary.

10.6 RECHANNELD shall have the right to include the Client in its reference list.

11 LIMITATION OF LIABILITY

11.1 RECHANNELD'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT AND THAT OF RECHANNELD'S RESELLERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND UNDER ANY BASIS, IS LIMITED TO DAMAGES CAUSED BY THE SERVICES UP TO A MAXIMUM AMOUNT WHICH CORRESPONDS TO THE TOTAL AMOUNT OF THE SERVICE FEES FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM, PAID DURING THE SIX (6) MONTHS PRECEDING THE DAMAGING EVENT.

11.2 NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES HOWSOEVER ARISING.

11.3 NEITHER PARTY EXCLUDES LIABILITY FOR: (i) GROSS NEGLIGENCE, (ii) WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, OR (iii) DEATH OR PERSONAL INJURY.

12 TERM

12.1 The Agreement is of full force and effect as of the Effective Date. The Agreement shall remain in effect until such time as all Services under the Agreement have expired or been terminated.

13 TERMINATION

13.1 A Party is entitled to terminate the Agreement in writing with immediate effect, in whole or in part, if:

a) the other Party has materially breached its contractual obligations and fails to remedy such breach within thirty (30) days from receipt of written notice; or
b) the other Party files for bankruptcy, has applied for a public summons for its creditors, or has otherwise been found insolvent; or
c) the other Party is unable to perform its obligations under the Agreement as a result of Force Majeure and such circumstances continue for more than three (3) months.

13.2 After the expiration of the Agreement, such contractual provisions of these General Terms, which by nature are intended to remain in effect, shall remain in effect. Such provisions include, but are not limited to, Intellectual Property Rights, Confidentiality, Limitation of Liability, and Applicable Law and Dispute Resolution.

14 APPLICABLE LAW AND DISPUTE RESOLUTION

14.1 The Agreement is governed by the laws of Finland, excluding its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

14.2 Any dispute, controversy or claim arising out of or in connection with these terms, or the breach, termination or invalidity thereof, that cannot be settled by negotiations between the Parties, shall be finally settled in the District Court of Helsinki, Finland.

15 MISCELLANEOUS

15.1 In the event that a Party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond its control, which it could not have reasonably taken into consideration at the time the Agreement was executed and which it could not avoid or overcome ("Force Majeure"), such Party shall immediately notify the other Party of the occurrence of the Force Majeure circumstances which may postpone the time of performance, and that Party shall be relieved from liability for damages and other sanctions. Responsibilities and obligations specified in the Agreement are subject to immediate fulfillment after the end of the Force Majeure circumstances, unless otherwise agreed upon in writing authorized and executed by both Parties.

15.2 All notices submitted or given hereunder shall be addressed to the contact persons given in the Sales Agreement or as notified by such contact persons or their successors from time to time. All notices shall be in writing. Notices, excluding the normal day-to-day correspondence between the Client and RECHANNELD (for which e-mail also is sufficient), shall be sent by e-mail followed by an original letter by courier or certified mail.

15.3 Failure or delay on the part of either Party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

15.4 If any part of the Agreement is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement, and the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement so held to be invalid or unenforceable. The failure of the Parties to reach agreement on the replacement provision shall not affect the validity of the remaining part of the Agreement.

15.5 No modification of the Agreement, waiver of any provision or additional contractual relationship shall be valid, unless approved in the form of a written amendment to the Agreement signed by duly authorized representatives of both Parties.

15.6 Client has no right to publish or disclose any results of benchmark tests run on RECHANNELD Cloud Solution.

15.7 Client shall fully comply with all relevant export laws and regulations of the Federal Republic of Germany, the United States of America, Canada, United Kingdom, and of other countries in which the Products will be used to assure that the Products are not exported, directly or indirectly, in violation of the applicable law.

16 DEFINITIONS

Affiliate: a company that controls a Party, is controlled by a Party or is under common control with a Party. A company shall be presumed to be controlled by another if that other company has more than fifty percent (50%) of the votes in such entity and is able to direct its affairs.

AI Training Data: AI model training or test data used for creating the reChanneld configuration, or any ready-made templates provided as part of the RECHANNELD Cloud Solution. For the avoidance of doubt, AI Training data does not include any Client Data.

Cloud Services: "RECHANNELD reChanneld Solution" and related services.

Confidential Information: technical and/or commercial information relating to the Parties' respective businesses,

facilities, products, techniques and processes, which information is proprietary to the disclosing party or to its Affiliates and is either clearly labeled as such or clearly identified either orally or in writing as Confidential Information.

Client Data: the client-specific data stored or otherwise provided by the Client for the purpose of using the Services or facilitating the Client's use of the Services.

Delivery Documentation: Statement of Work and any other description of the Professional Services.

Effective Date: the date of the last signature of the Sales Agreement.

Error: an error or problem in the Services, which prevents the Services from performing substantially in accordance with the specifications set forth in the Delivery Documentation or Service Description.

Intellectual Property Rights: any registered or unregistered rights in inventions, including patent applications, patents and utility models, design rights, copyrights, trademarks, trade names and services names, domain names, knowhow and other trade secret rights and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature anywhere in the world.

Nudging Rule Templates: model configurations designed to help clients implement their customer service channel strategy. Templates include contact reason hierarchies, contact channel descriptions, relations and priorities between those two, and other related configurations. For the avoidance of doubt, Nudging rule templates do not include any Client Data or any Personal Data.