

## GENERAL TERMS AND CONDITIONS OF SALE (UMA)

### I General terms and conditions

#### 1. Scope of application and definitions

- 1.1. These terms and conditions apply to all UMA service agreements made by Technopolis Plc. and companies belonging to the same group of companies with it.
- 1.2. In these terms and conditions, **Seller** refers to a company indicated in the service agreement or a company belonging to the same group of companies with it, **Customer** to the buyer of Service specified in Agreement, **Parties** to the aforementioned parties collectively, **Agreement** to the UMA service agreement signed by Parties with which these general terms and conditions of sale are associated, **Service** to the object of sale specified in the UMA service agreement (including private office) and any additional services subscribed by the Customer and **Private Office** a separately specified UMA Private office room.

#### 2. Entering into an Agreement and entry into force

- 2.1. Agreement between Seller and Customer is executed and valid as of the date when both Parties have signed it or in mobile phone application or website when the subscription has been confirmed in the application or website, or as regards additional services, after Seller has confirmed the service order made by Customer. Agreement is considered to be signed after a scanned signed copy of it has been exchanged between Parties.
- 2.2. In case Agreement is concluded in the online service portal of Seller (mobile phone application or website) by making an application to become a Customer with invoicing status (i.e. no credit card payment) Agreement enters into force after Seller has made appropriate credit checks and confirmed the acceptance of Customer's application to become a customer with invoicing status. Seller makes its reasonable efforts to handle the application within five (5) working days after the receipt of the application after which the application is either (i) accepted, in which case Agreement enters into force from the date of the application, or (ii) declined, in which case Customer is denied from using Service and shall pay to Seller a fee equaling to the commenced days of usage of Service before denial divided by 30 and multiplied by the amount of monthly fee (e.g. in case of five days usage before denial:  $(5/30) * \text{'monthly fee of the service'}$ ).
- 2.3. Customer confirms and acknowledges that the contact person of Agreement or person authorized by him/her is entitled to make new orders for space, ICT and/or other additional services on behalf of Customer.

#### 3. General responsibilities of the parties

- 3.1. Seller shall perform Services with professional skill, taking into account the agreed schedules and Customer's other requirements. Service corresponds to what is agreed upon and specified in the service description with regard to contents and quality. Seller shall carry out customary regular and ad hoc maintenance measures at the premises and Customer is not entitled to reduction of fees based on such measures.
- 3.2. Customer is responsible for tasks falling under the responsibility of Customer being carried out as agreed, with due diligence and on time. Customer shall provide Seller with correct and sufficient information for performing Services. Customer is responsible for information and instructions provided to Seller. Customer is liable to report any defects observed in Service without delay; however, no later than one (1) week after Service has been delivered.
- 3.3. At the commencement of the Service, access tokens/keys to the premises are handed over to Customer or its associated users against receipt and Customer shall undertake to return them to Seller upon the end of Agreement. In case of non-returning or loss of access tokens/keys by Customer or its associated user, Customer shall pay a fee in accordance with Seller's price list in force at each time. Access tokens/keys are personal and they may not be handed over to anyone else.
- 3.4. Customer undertakes to use premises, which it is entitled to use under respective membership, for standard office work purposes only. Customer does not have the right to make any changes to premises, bring its own furniture or otherwise integrate any items to the premises or furnitures. Customer acknowledges that premises are used by other users conducting professional and business activities, and Customer undertakes to refrain from such usage that causes such disturbance, harm, hindrance or noise to other users that is not customary or appropriate in similar multi-user office space.
- 3.5. Customer is responsible for taking out and maintaining appropriate insurance policy for the business carried out on the premises, including liability insurance. The insurance policy shall also cover loss caused by a third party.
- 3.6. Customer and its associated users are obliged to use customary digital platforms relating to Service as instructed by Seller.
- 3.7. It is required that each UMA Team user shall be employed or otherwise engaged by Customer.

### II Special terms and conditions concerning services

#### 4. Validity of the service, prices and terms of payment

- 4.1. The prices charged for Services are specified in Agreement. Unless otherwise agreed, the prices specified in Seller's price list in force at each time apply to additional services.
- 4.2. Indirect taxes and fees, such as value added tax (VAT), in force at each time for which Seller is liable will be added to the prices concerning Services. Customer will on the premises carry out business for which VAT is payable. Seller and/or property owner are liable for VAT on letting of premises. If, as a result of Customer's independent actions, Seller and/or the property owner is liable for adjustment of VAT under provisions in the applicable VAT act, Customer shall fully compensate Seller for implications caused by the loss of a right to deduct VAT. Further, Customer shall compensate the increase in costs or damage which arise from the action of Customer and which follow from Seller's or property owner's loss of a right to deduct input VAT on running costs.
- 4.3. Seller has the right to adjust the prices of the services annually to correspond the development of the prices of items included in them or based on demand. Seller will inform Customer of any adjustment in writing a minimum of fortyfive (45) days prior to the adjustment taking effect, and Customer has a right to terminate Agreement upon the adjustment taking effect by informing Seller at least thirty (30) days prior to the adjustment taking effect. Adjustments have no effect on fees for Services delivered prior to their entry into force.
- 4.4. Payments related to Services will be invoiced in advance monthly on the first (1st) day of each calendar month with 14 days term of payment, and while using credit card payment the credit card given in connection to subscription of Service will be charged automatically on the due date. However, one-time Services are invoiced in arrears monthly, in which case the term of payment is fourteen (14) days, unless otherwise agreed. In pursuance of invoicing Seller can charge a reasonable invoicing fee. Credit card payment is not subject to Seller's invoicing fee.
- 4.5. The amount of interest for late payment is determined in compliance with the applicable legislation.

## 5. Documents and rights

- 5.1. Any drawings, plans, and documents, and all associated rights, including intellectual property rights, required for Service or emerging as a result of Service that Customer and Seller transfer to each other before or after entering into Agreement or develop as part of Service remain the property of the transferor. The recipient may not use the obtained drawings, plans, documents or associated rights for any purposes other than those agreed upon in Agreement or disclose information on them to third parties without the consent of the transferor. However, Seller has the right to transfer Customer's drawings, plans or documents to its subcontractors to the extent deemed necessary for the production of Service. Each Party is responsible for the accuracy of the drawings, plans, and documents, and the information on which they are based, which are submitted by Party in question.

## 6. Delivery time and delays

- 6.1. The production of Service will begin at the time agreed upon by Parties. Unless a specific commencement date has been agreed upon, the production of Service will begin within a reasonable time following the entry into force of Agreement or receipt of order, complying with Seller's standard practice.
- 6.2. When Seller discovers that Seller is unable to comply with the agreed delivery time or such a delay seems probable, Seller must inform Customer of the reason for the delay and a new delivery time in writing and without delay.

## 7. Business WLAN

- 7.1. Seller provides an encrypted wireless network service (Business WLAN) at no additional charge in UMA premises for Customer's users with portable computers or devices capable of receiving wireless signals. Business WLAN is offered on as is and as available basis. Customer acknowledges that the users of WLAN associated with Customer are subject to, and agree to abide by all laws, and all state and federal rules and regulations applicable to Internet use, and Customer shall be liable for any breach of such laws, rules or regulation by it or users associated with them. Seller provides wireless connectivity in the premises as a member and guest service and offers no guarantees that any use of the wireless connection is in any way secure, or that any privacy can be protected when using the Business WLAN. Use of the Business WLAN connection is entirely at the risk of Customer and/or user, and Seller is not responsible for any loss of any information that may arise from the use of the wireless connection, or for any loss, injury, or damages resulting from the use of the wireless connection
- 7.2. Seller assumes no responsibility for the safety of equipment of Customer needed to use the WLAN.
- 7.3. Business WLAN is encrypted. However, generally wireless access is by nature an insecure medium. As with most wireless networks, any information being sent or received over the Technopolis wireless network could potentially be intercepted by another wireless user. Users should not transmit their credit card information, passwords and any other sensitive personal information while using a wireless "hot spot".
- 7.4. Customer acknowledges that the privacy may be at risk when using the wireless network. Customer and/ or associated users assume all associated risks and agree to hold Seller and its employees harmless for any personal or business information (e.g. credit card, trade secrets) that is compromised, or, without limiting the applicability of force majeure event (section 13), for any damage caused to Customer's or users' hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. Customer acknowledges that all wireless access users should have up-to-date virus protection on their personal laptop computers or wireless devices, as well as staying up-to-date with applicable operating system security patches.

## III Special terms and conditions concerning UMA Private membership (does not apply to UMA Access, Access+ or Team memberships)

### 8. Condition, cleaning, maintenance and purpose of use of the Private Office

- 8.1. Customer has familiarized itself with Private Office and the related equipment, or with regard to a new building, its planned equipment, and approves their suitability for its use as an office room. Right to use Private Office is as a starting point provided on 24/7 basis, however, this being subject to possible restrictions in the local property. Private Office may be used for standard office work purposes only.
- 8.2. Subject to Seller's prior written consent and using Services provided by Seller, Customer may attach such business signs, stamps or similar in or outside Private Office as separately specified by Seller and subject to separate fee becoming payable. Customer may not attach any other items to any floor, ceiling, wall, door or furniture of or otherwise make any fit-outs to Private Office, unless otherwise agreed with Seller.
- 8.3. Seller arranges regular cleaning of Private Office with its partner to ensure a well-functioning working environment. The cleaning service concerning Private Office aims to keep Private Office in presentable condition and promotes comfort, cleanliness and safety of Private Office.
- 8.4. Customer must inform Seller of any observed defects, disturbances or need for repair or maintenance work concerning Private Office without delay, and correspondingly Seller undertakes to carry out necessary inspections and small repair and maintenance measures without delay from the receipt of the notice from Customer. Seller will inform Customer in advance on regular maintenance work. Customer is not entitled to a reduction in fee due to inspections or repair or maintenance measures concerning Private Office.

### 9. Deposit

- 9.1. Seller has a right to require that Customer provides with a deposit as collateral security for compliance with all of Customer's contractual obligations equalling to two (2) month's fee. The deposit must be valid at all times during the validity of the agreement concerning Private Office, starting from the commencement of the term of Agreement until at least two (2) months after the end of Agreement. The deposit must be deposited in Seller's account at the latest at the commencement of the term of Agreement unless otherwise agreed in writing. Monetary security shall be deposited on Seller's bank account. No interest will be paid on a monetary security deposited in Seller's bank account.

### 10. Prohibition to sublease or forward lease

- 10.1. Customer is not entitled to assign Agreement or to sublease or forward lease Private Office without Seller's written consent. The aforementioned restriction also applies to the assignment of Private Office, wholly or partially, to a third party as well as assignment of the lease rights in conjunction with a transfer of business.

### 11. Vacation of the premises

- 11.1. Not later than on the last day of the term of Agreement, Private Office must be surrendered to Seller emptied and in the condition they were in on the day of moving in, with the exception of normal wear of the premises. Unless otherwise agreed in writing, Customer shall be liable for restoration of any Customer fit-outs related to Private Office made for Customer prior or during the term of Agreement (e.g. removal of walls). Any restoration measures shall be carried out by Seller at Customer's cost. Seller will inspect the condition of Private Office on the day of removal or thereafter. Customer has the right to take part in the inspection of the condition of Private Office.

## IV Certain other terms and conditions

### 12. Non-disclosure and data protection

- 12.1. Parties undertake to keep in confidence any material and information received from one another that is either marked as confidential or that should be understood to be confidential, and to refrain from using it for any purpose other than that of fulfilling Agreement between Parties. However, publicly available information or information (I) that one Party possessed without breach of confidentiality before it was disclosed by other Party, (II) which other Party has received from a third party without a breach of confidentiality, or (III) that the party is obliged to disclose under a compelling act, decree, regulation issued by the authorities or decision of a court of law is not considered confidential information.
- 12.2. However, Seller has the right to disclose information received from Customer to its subcontractors insofar as is deemed necessary to meet the contractual obligations of Seller. Parties must immediately stop the use of confidential material and information received from other Party and return or destroy such material with all copies at the request of other Party when the Agreement expires or when Party no longer needs the material and information for the purpose of fulfilling Agreement. However, both Parties are entitled to keep copies required by law or regulations issued by the authorities.
- 12.3. Agreement with its appendices is confidential, and it or its contents may not be disclosed or otherwise brought to the attention of a third party without the consent of other Party. Seller is, however, entitled to use as a reference general information on the fact that Seller is offering services to Customer, and Parties are, however, entitled to use Agreement for purposes of official legal remedies available under applicable law.
- 12.4. The rights and obligations related to section 12.1, 12.2 and 12.3 shall survive the termination of Agreement.
- 12.5. Customer represents and warrants and is liable for having the necessary rights and/or consent to let Seller to process the personal data of itself or its employees or other representatives. Parties represent and warrant and are liable in their roles as controller (Customer, as applicable) and the processor (Seller) in accordance with the applicable data protection legislation in force from time to time. The processing of personal data is agreed in more detail in the annex on Processing of Personal Data in Technopolis.

### 13. Force majeure

- 13.1. A force majeure event refers to such an exceptional and influential event that it prevents fulfilling the contract correctly; that has occurred after signing the contract; that is independent of Parties; and that is something Parties could not have considered when concluding the contract nor prevent it without undue additional costs or unreasonable waste of time. Such an occurrence may be, for example, war, rebellion, internal unrest, confiscation by an authority or seizure for the public good, bans on import and export, natural phenomena, termination of public transportation or energy supply, extensive labor dispute or fire or some other equally effective and exceptional reason which is independent of Parties and outside the control of a Party.
- 13.2. A delay on the part of a subcontractor is considered force majeure only if the subcontractor's delay is caused by an obstacle referred to in section 13.1.
- 13.3. If there is a delay in fulfilling the contractual obligations due to the reasons stated in sections 13.1 and 13.2, the time for fulfilling the obligations will be continued for as long as is reasonable taking into account the circumstances affecting the matter.

### 14. Subcontracting and transferring the Agreement

- 14.1. Seller has the right to use subcontractors without notifying Customer.
- 14.2. Customer may not transfer Agreement without the written consent of Seller. In the event Seller consents to the transfer of Agreement, Customer is responsible for ensuring that the transferee undertakes Customer's obligations under this Agreement.
- 14.3. Seller has the right to transfer Agreement wholly or partially to a third party without the consent of Customer.

### 15. Term and termination of the Agreement

- 15.1. The term of Agreement is fixed as set out in Agreement, unless service specific service descriptions provide otherwise. The start of the term is defined in Agreement and, unless otherwise agreed, it is valid until and including the last day of the calendar month (i) immediately following the calendar month on which the term started with respect to UMA Access, Access+ and Team memberships, and (ii) secondly following the calendar month on which the term started with respect to UMA Private membership ("Initial Period"). Agreement will remain automatically valid after Initial Period each time by (i) one (1) calendar month with respect to UMA Access, Access+ and Team memberships and (ii) two (2) calendar months with respect to UMA Private membership ("Extension Period"), unless either Party terminates Agreement with a notice period of at least (i) one (1) calendar month with respect to UMA Access, Access+ and Team memberships, and (ii) two (2) calendar months with respect to UMA Private membership.
- 15.2. A Party has the right to terminate Agreement with immediate effect if other Party (I) substantially breaches the terms and conditions of Agreement and has not rectified the breach within thirty (30) days from receiving a written request from other Party; or (II) is declared bankrupt or placed into liquidation or is otherwise reasonably considered insolvent.
- 15.3. Seller has the right to discontinue the delivery of Service for the duration of the delay if Customer neglects to pay the contractual fees as agreed.
- 15.4. If Party terminates Agreement pursuant to section 15.2 (early termination), Seller is entitled to charge from Customer the payments accrued prior to termination of Agreement and payments to be accrued during any remaining fixed term of Agreement at the time of early termination.

### 16. Liability

- 16.1. Neither Party is liable for any indirect costs and/or damage. For the purposes of this Agreement loss of rental or service income is considered direct damage. Seller is not liable for items, parts or supplies owned by Customer which Customer has handed over to Seller for storage or another purpose unless separately agreed in writing.
- 16.2. The liability of Seller is limited to a three (3) month's fee exclusive of VAT for Service which the breach of Agreement concerns and, for one-off services, the one-time fee for Service.
- 16.3. Seller is not liable for damage, occlusion, quality fluctuations or other disturbances or obstacles occurring in electricity, telephone, communications, sewers, water or heat networks, or any resulting damage, including damage to Customer's business activity, property or third-party property located in Customer's premises.
- 16.4. Customer is not entitled to reduction of the service fee for obstacles to or infringement of the right of the user in consequence of the property owner or Seller allowing work to be done in order to carry out customary maintenance of the premises or the property.
- 16.5. Customer is liable for all damage caused on the part of Customer to third parties, including other users of the premises or building, in accordance with applicable legislation.
- 16.6. In addition, with regard to Customer's liability, provisions in possible documents appended to this Agreement regarding the provision of Service will also apply.

**17. Applicable law and dispute resolution**

17.1. This Agreement is governed by the laws of the jurisdiction in which Seller has its domicile without giving effect to its choice of law provisions. Parties agree to resolve any disputes arising from Agreement primarily through negotiations. If the matter cannot be resolved through negotiations within thirty (30) days of the commencement of the negotiations, the dispute will be settled by the courts in which Seller has its domicile, however so that in Finland the court of first instance is the district court of Helsinki.

**18. Other Terms and Conditions**

18.1. Agreement between Parties and its appendices constitute the entire agreement between Parties, superseding any previous discussions and correspondence on the services between Parties.

18.2. The agreement documents are complementary. If the provisions of the agreement documents are in conflict, the agreement documents will be applied in the following order: (I) UMA Agreement between Customer and Seller; (II) UMA service description and service description as well as special terms and conditions concerning additional services (if any), (III) these general terms and conditions of sale and amendments thereto; (IV) other appendices to Agreement between Customer and Seller. Notwithstanding the foregoing, annex on Processing of Personal Data shall be primarily applied in its area of application in the Agreement

18.3. All notifications concerning the fulfillment of Agreement will be made in writing, by e-mail or a similar method using the contact details specified in Agreement.

18.4. Seller shall have the right to amend any service description(s) and general or special terms and conditions concerning Agreement by giving a notice thereof at least one (1) calendar month prior to such amendment enters into force, and Customer shall have the right to terminate Agreement prior to such amendment enters into force.