

1. Definitions

"Affiliate" of a party shall mean an entity (i) which is directly or indirectly controlled by such party; (ii) which is under the same direct or indirect ownership or control as such party; or (iii) which is directly or indirectly owned or controlled by such party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty (50 %) percent or more votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Agreement" shall mean the Order with its appendices including these Webropol General Terms and Conditions for Services. In order to use the Service, the Client shall accept these Webropol General Terms and Conditions for Service as the Client logs into the Service for the first time. Webropol General Terms and Conditions for Service are also available on the user page of the Service.

"Personal Data Breach" shall mean a breach of security of Webropol leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"Data Protection Legislation" shall mean any legislation applicable to the protection of personal data, including but not limited to the General Data Protection Regulation 2016/679/EU and the laws implementing Directive 2002/58/EU, as amended from time to time, as well as the orders and binding instructions of the data protection authorities.

"Device" and/or "Devices" shall mean tablet devices/device including the racks leased by the Client and as described and specified in the Order.

"Client" shall mean the work organisation for which personnel's use the Service has been ordered. The Client shall be identified pursuant to the Business Identification code set forth in the respective order confirmation.

"Order" shall mean the order confirmation used by Webropol from time to time and on the grounds of which the Client orders the Service from Webropol according to this Agreement.

"Service" shall mean Webropol survey and analysis service described in the Order and its appendices and provided by Webropol. As provided in the Order, the Client shall have a right to use the Software installed in server controlled by Webropol and recording capacity provided for information recorded within connection of using the software, and modules subject to additional charges separately provided in the Order. The Service also includes Client's right to install Webropol modules (hereinafter "Installable Module" and "Installable Modules") into Client's equipment.

"Software" shall mean Webropol survey and analysis software and possible additional modules and related documentation as described in the Order, such as the data centre software VIEW by Webropol, and Webropol's application and/or modules incorporated in the Device.

"Webropol" shall mean Webropol Oy registered in Finland, with Business identification code being 1773960-2.

The terms "Personal Data", "Processor", "Controller" and "Data Subject" used in this Agreement shall have the same meaning as the respective terms in Data Protection Legislation.

2. Intellectual Property Rights in and to the Software and other material

Software is protected by copyright and international treaties, and all intellectual property rights pertaining to the Software are owned exclusively by Webropol. Webropol reserves any and all rights in and to the Software excluding the user rights granted hereunder. Any and all intellectual property rights in and to the content received by the Client by using the Service shall belong to the Client. Intellectual property rights pertaining to the Device (excluding the Software) shall be subject to manufacture's terms and conditions.

3. The Service

Subject to duly payment of the fees described in the Order, Webropol hereby grants to the Client a non-transferable and non-exclusive right to use the Service, including the Software, solely within the internal business use of the Client, with the exception of the additional VIEW by Webropol module, which user right the Client is authorised to transfer to its interest group, subject to the terms and conditions described below. The use of the Service shall be limited to 100.000 answers during a twelve (12) month period. Should 100.000 answers be fulfilled during the twelve (12) month period Webropol is entitled to charge the Client an additional price for the excess part in accordance with Webropol's price list valid at the time. The 100.000 answers shall not be applied to group agreements or to WOTT answers which are limited to 500.000 WOTT answers during a twelve (12) month period.

The Client shall ensure that its use of the Service, including the sending of emails and the content of the emails, is in accordance with applicable laws and regulations and good practice. The Client may only use addresses owned or controlled by it to send emails via the Service. The Client shall not be entitled to use the Service for mass or spam emails, and/or any other use equivalent to mass or spam emails, or any similar purposes or otherwise in a way which will delay use of the Service by third parties.

When sending emails through the Service the Client shall not include in the emails or its contents, the content, material, services, hyperlinks or internet addresses of third parties and/or Webropol's competitors.

Webropol reserves the right to investigate instances where Webropol suspects that the Client is using the Service in breach of these Webropol General Terms and

Conditions for Service or instructions given by Webropol to the Client in another format. Webropol shall have the right to shut down the Client's Service if Webropol notices that the Client is using the Service in breach of these Webropol General Terms and Conditions and the Client does not correct their actions without undue delay despite a written notification from Webropol. In such case Webropol shall not return any payments made for the remainder of the Agreement period which have been made in accordance with the Order.

If Webropol has reasonable grounds to suspect that the Client is using the Service for mass or spam emails, and/or any other use equivalent to mass or spam emails, or is otherwise using the Service in a way which is disruptive to the normal functioning of the Service, Webropol has the right to block the Client's use of email in connection with the Service immediately and without prior notice. Such disruption to the normal functioning of the Service may for example be due to the Client downloading a large number of non-functioning or outdated email addresses to the Service, causing unnecessary congestion or blocking the sending of emails altogether. Webropol shall notify the Client about the blocking of their use of email in the Service. The Client shall without delay, electronically or in writing, provide Webropol with any information required by Webropol when Webropol is investigating the suspected case of mass or spam email, and/or any other use equivalent to mass or spam email. In the event, that the mass or spam emailing, and/or any other use equivalent to mass or spam emailing was unintended, Webropol may after solving the issue and upon the Client's written or electronic request finish the delivery of the interrupted questionnaire. Where the mass or spam emailing, and/or any other use equivalent to mass or spam emailing was caused by the Client intentionally or through negligence, or if the Client does not respond to requests from Webropol without undue delay, Webropol may block the Client's use of the Service without prior notice. In such case Webropol shall not return any payments made for the remainder of the Agreement period which have been made in accordance with the Order.

The Client shall be liable for storing its user names and passwords relating to the Service (hereinafter together "User-ID") in a secured manner in order for it to ensure that only the persons working for the Client are able to use them. With the exception of the additional VIEW by Webropol module, the Client shall not assign User-IDs to third parties. The Client shall inform Webropol immediately, in the event that its User-IDs have disappeared, or they are in the possession of a third party. Client shall be responsible for all use of the Service by its User-IDs, until Webropol has invalidated the User-IDs pursuant to the notice made to Webropol by the Client.

If Webropol has reason to believe, that the User-IDs are in the possession of a third party or that they are used against the terms and conditions of the Agreement, Webropol has the right, at any time, to replace such User-IDs. In such event Webropol shall deliver the new User-IDs without undue delay to the Client, provided however, that the Client has not materially breached the Agreement.

Client's personnel having valid User-IDs are entitled to install and use modules within Client's internal business during the term of this Agreement. The Client shall not reverse or change the modules' object code into source code, nor shall the Client disassemble or break the Software, nor try to find out the source code of it.

The Client shall not assign its user rights for the modules to third parties or distribute modules or parts thereof to third parties, with the exception of the user rights for the additional VIEW by Webropol module in accordance with the terms and conditions described below. The Client is entitled to assign its user rights for the additional VIEW by Webropol module to its external interest group only for the purposes of providing the interest group with information concerning the interest group in question. The Client is responsible for ensuring that the external interest group only gets access to its own data and that the external interest group uses the additional VIEW by Webropol module in accordance with the terms and conditions of the Agreement. The Client shall hold Webropol harmless from any liability regarding the external interest group's use of the VIEW by Webropol module and compensate for all damages caused to Webropol as a result of such actions of the interest group which are not in conformity with the terms and conditions of the Agreement.

Webropol provides user support services for minor user problems by phone and by email. Wider support services and user training shall be subject to a separate agreement between the parties. The Client is responsible for communicating login instructions and details for using the Service to the users.

The information the Client provides into the Service shall be retained within the Service until the Client removes the information or the Agreement terminates. The change history of the Client's survey data is retained in the database in accordance with instructions given by the relevant data security authority.

The Client's survey data is retained in an appropriately protected format for one (1) month as of the termination of the Agreement after which the data is deleted from Webropol's database.

The survey data deleted by the Client itself is retained, during the term of the Agreement, for one (1) month after deletion by the Client after which the data will be deleted and change history is stored in the database log.

Webropol secures the Service information on a daily basis and old Service information may be returned from the tape for up to seven (7) days, upon separately agreed payment.

4. Delivery and Return of the Devices

The Client leases the Devices from Webropol for the term of the Agreement. Webropol shall be considered as the owner of the Devices. Webropol delivers the Devices to the Client on an AS IS basis and the Devices shall be subject to the manufacture's terms and conditions. The Client and Webropol shall specify in the Order whether the Client collects the Devices from Webropol's office or whether Webropol sends the Devices to the Client to the address informed by the Client. Webropol will invoice the delivery fee for the Device regardless of whether the Client collects the Device from Webropol's office or whether the Device is sent by Webropol to the Client.

The Client shall, at their expense, return the Devices to Webropol within seven (7) days from the termination or expiration of the Agreement. Should the Client not return the Devices as provided above, Webropol is entitled to invoice for each

Device not returned by the Client according to screensize: 10": 300€, 13": 400€, 15": 500€, 19": 700€ (+ VAT).

5. IPR Indemnification

Webropol warrants that the Software or the Service supplied by it does not infringe an intellectual property right enforceable in the agreed country of delivery or use.

Webropol shall at its own expense defend the Client against claims that the Service or the Software infringes any of the abovementioned rights of a third party provided that the Client promptly notifies Webropol in writing of such claims and permits Webropol to defend or settle the claims and gives to Webropol all necessary information and assistance available and the necessary authorisations without any charges. Webropol shall pay all damages awarded in a trial to a third party, if the Client has acted in accordance with the foregoing.

If in the justified opinion of Webropol the Service or the Software infringes any of the abovementioned rights of a third party, Webropol may at its own expense and discretion either obtain the right of continued use of the Service and the Software for the Client or modify the Service or the Software in order to eliminate the infringement. If none of the abovementioned alternatives are available to Webropol on reasonable terms, the Client shall, at the request of Webropol, stop using the Service, and Webropol shall credit the price paid by the Client for the Service reduced by the proportion of the price corresponding to the actual time of use. End products and rights of the survey outcome belong to the Client.

The liability of Webropol for infringement of intellectual property rights shall be limited to this section.

6. Processing of Personal Data

In connection with the Service Webropol may process on behalf of the Client Personal Data concerning the following categories of Data Subjects:

- i. consumers;
- ii. customers and potential customers (which are natural persons) and the Client's customers' and potential customers' employees or contact persons;
- iii. the Client's business partners and sellers (which are natural persons) and the Client's customers', potential customers', business partners' and sellers' employees or contact persons;
- iv. the Client's employees, agents, advisers, contractors and suppliers (who are natural persons); and
- v. users of the Client's website, online store or applications.

In connection with the Service Webropol may process on behalf of the Client the following categories of Personal Data:

- i. first and last name, contact information (such as email, phone number, address); purchase information, marketing and other preferences and other customer information;
- ii. first and last name, profession, title, employee information, contact information (company, email, phone number, physical business address), identification details, professional details, proxy information and location data; and/or
- iii. IP address, possible Personal Data received from the use of cookies.

Webropol acts as a Processor and Client as a Controller as defined in Data Protection Legislation.

As a Controller the Client shall comply with the Data Protection Legislation and shall not give to Webropol instructions which are not in compliance with the Data Protection Legislation. In particular, the Client shall ensure that it has a legal basis in accordance with the Data Protection Legislation to process Personal Data in the Service and maintain for the relevant term the necessary legal basis. The Client shall ensure that all Data Subjects have been provided with all appropriate information regarding the processing, unless providing such information has been specifically agreed to be performed by Webropol. The parties agree that this Section 6 of the Webropol General Terms and Conditions for Service represents the Client's written instructions to Webropol. In order for the parties to confirm that additional instructions can reasonably be implemented, any additional instructions shall require a separate written agreement between the parties.

The Processor may not process the Personal Data for other purposes than as is defined in the Agreement and in this Section 6. Webropol shall

- i. process Personal Data in accordance with applicable Data Protection Legislation;
- ii. process Personal Data in accordance with the written instructions from the Client, unless Data Protection Legislation requires otherwise, in which case Webropol shall inform the Client of such requirement of the Data Protection Legislation without undue delay;
- iii. assist the Client in fulfilling its obligations as a Controller under Data Protection Legislation. Webropol shall do this by providing in the Service functionalities which the Client may independently use to accommodate the fulfilling of its obligations, such as deleting Personal Data in the Service. If the Client requests that Webropol provides assistance in addition to these functionalities, Webropol may charge the Client for the additional work, costs and expenses caused by responding to such request;
- iv. provide the Client with information which is necessary to demonstrate compliance with obligations set out in this Section 6 and Data Protection Legislation and shall allow for and contribute to audits conducted by the Client, including inspections. Webropol may charge the Client for the additional work, costs and expenses caused by such assistance;
- v. ensure that Webropol's employees and other persons acting under the authority of Webropol have committed themselves to confidentiality obligations equivalent to those set out in the Agreement;

vi. implement the necessary technical, physical and organisational measures to ensure an appropriate level of security and to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. Webropol's security measures shall fulfil the requirements set out in applicable Data Protection Legislation. Webropol shall notify the Client of material changes which may have an adverse effect on the level of protection or security of Personal Data being processed on behalf of the Client;

vii. notify the Client about Personal Data Breach without undue delay after Webropol has become aware of it, in an appropriate and accurate manner (for example by phone or by email). The notification shall include the following information: description of the Personal Data Breach, information on which categories and approximate number of Data Subjects and which categories and approximate number of data records the Personal Data Breach concerned where possible; name and contact details of the person responsible for the Processor's data protection matters; description of the likely consequences and/or realized consequences of the Personal Data Breach; and a description of the measures taken to address the Personal Data Breach and to mitigate its possible adverse effects. Webropol shall document Personal Data Breaches and shall deliver this documentation to the Client upon the Client's request. Webropol shall after becoming aware of the Personal Data Breach take the necessary measures to ensure the protection of Personal Data and to mitigate the damages caused to Data Subjects. Webropol shall cooperate with the Client in making a Personal Data Breach notification;

viii. forward to the Client all requests from Data Subjects concerning the processing of their Personal Data made in accordance with Data Protection Legislation and notify the Client about requests made by competent supervisory authorities in accordance with Data Protection Legislation concerning the processing of Personal Data before responding to the request or before taking any other action within a reasonable time, or when Data Protection Legislation requires an immediate answer, afterwards within a reasonable time;

ix. maintain documentation to demonstrate compliance with its obligations as a Processor as is set out in Data Protection Legislation. Webropol shall make this documentation available to the extent this is necessary to demonstrate compliance with Webropol's obligations as is set out in Data Protection Legislation; and

x. upon termination of the Agreement delete Personal Data in accordance with the retention period set out in Section 3 of the Webropol General Terms and Conditions for Service. Upon written request from the Client and upon separate payment Webropol may also return the Personal Data to the Client in accordance with the retention period set out in Section 3 of the Webropol General Terms and Conditions for Service.

Webropol may use subcontractors in the processing of Personal Data where the Client has authorised this. The Client hereby gives its authorisation to subcontractors which have been listed in this Agreement or its appendices, Webropol's Service or upon request have been notified to the Client. Webropol shall notify the Client about a new subcontractor involved in the processing of Personal Data by updating the list available in Webropol's Service. The Client may object to the use of a new subcontractor only where the Client has reasonable doubt about the subcontractor's ability to comply with Data Protection Legislation. Where the Client wishes to object to the use of a new subcontractor, the Client shall notify this to Webropol in writing or electronically at the latest within fourteen (14) days from Webropol's notification. In this case the Client shall have the right to terminate the Agreement with immediate effect or before the subcontractor begins processing Personal Data. Webropol may reduce the number of subcontractors without separate notice to the Client.

Where Personal Data is transferred outside the European Economic Area, Webropol shall ensure that the necessary contractual, technical and organisational measures have been taken. The Client may request a list of the countries where Personal Data is being processed and the safeguards used for the transfer.

Webropol may transfer Personal Data to any Webropol Affiliate, provided that Webropol shall carry out all such transfers of Personal Data to Webropol Affiliates in accordance with the Data Protection Legislation and this Section 6. The Client acknowledges that such transfers may also be based on other safeguards approved in Data Protection Legislation.

Without prejudice to what is set out above in this Section 6, Webropol processes in connection with the Services Personal Data which are necessary for the provision, development and technical functioning of the Service, customer service and other management of the customer relationship, invoicing, communication, marketing and other equivalent purposes, and which may concern the Client's employees and contact persons (later "Webropol's Personal Data"). Webropol acts as a Controller with regard to Webropol's Personal Data and is responsible for the lawfulness of the processing of Webropol's Personal Data.

In the event of conflict between this Section 6 of the Webropol General Terms and Conditions for Service and other terms of the Agreement, this Section 6 shall prevail.

7. Warranty

Webropol warrants that the Service shall be available in essential parts and in such form as described in the Order and its appendices, with the exception of minor and temporary interruptions and maintenance interruptions informed by Webropol in advance, for the Client, as measured from Webropol's own system interface, twenty-four (24) hours a day, seven (7) days a week.

The Client shall inform Webropol immediately of any errors in the Service, i.e. substantial deviations from specifications set forth in the Order and its appendices. After receipt of notification from the Client, Webropol shall, within one (1) normal working day, start repairing the error or providing a detour for the Client for the purposes of circumventing the same. Webropol provides the Service and is responsible for the warranty issues. Reseller shall not be regarded as responsible for providing the Service or errors related to the Service.

The user rights to the Installable Modules are granted on an AS IS basis in lieu of all warranties.

The express warranty set forth above sets forth the total liability of Webropol for the Service errors.

The warranty for the Devices shall be subject to the manufacture's warranty terms and conditions. Should the Device not function during the term of the Agreement in

accordance with their terms and conditions, the Client shall return the Device to Webropol. If the defect in the Device is subject to the above defined warranty Webropol shall deliver to the Client a new Device within reasonable time and without additional costs. If the defect is not subject to the above defined warranty Webropol shall deliver to the Client a new Device within reasonable time and invoice the Client according to screensize: 10": 300€, 13": 400€, 15": 500€, 19": 700€ (VAT excluded) for this. The sum includes the delivery charge.

8. Limitation of Liability

Webropol shall not be liable for any indirect or consequential damages relating to the Service and/or the Device, including, but not limited, to loss of income or profit, interruption of business or loss of information. Neither shall Webropol be liable for any damages accrued to Client's equipment, data files or software due to Installable Modules loaded by the Client.

The aggregate and total liability of Webropol regarding the Service and this Agreement shall be limited to correspond to the Service fee of one (1) month.

9. Term and termination

The Agreement shall take effect as provided in the Order and shall continue thereafter during the initial contract period until the end of the following year's corresponding order month. The Order shall thereafter be automatically renewed for a successive one (1) year contract period unless and until terminated in writing by either of the parties by a written notice at least ninety (90) days prior to the expiry of the then current contract period.

The Agreement may be terminated with immediate effect by a written notice by either of the parties in the event that:

(i) the other party becomes insolvent, applies for or is adjusted by oneself or by a creditor's demand in bankruptcy or liquidation or debt restructuring or otherwise ceases to carry on business;

(ii) the other party breaches any of the terms of the Agreement and fails to remedy such breach within thirty (30) days after receiving written notification by the other party of such breach.

The Client shall upon termination of Agreement cease using Installable Modules and delete all copies of Installable Modules from the Client's equipment.

10. Payment and payment term

Service fees and the lease fee for the Devices have been agreed in the Order. Webropol shall be entitled to adjust the Service fees by a maximum of ten (10 %) percent per year by notifying the Client of the change in writing at least sixty (60) days before the effect of the change. The Service fee (incorporating basic fee and yearly fee as set forth in the Order) shall be charged in advance from the Client by Webropol. All fees payable under the Agreement are exclusive of any

value added tax which shall be added to the payment. The payment term is fourteen (14) days. Late payment interest accrues on the basis of the applicable Interest Act. Webropol shall not refund any fees paid by the Client.

Where the fees agreed upon in the Order are based entirely or partly on the size of the workplace, when counting the size of the workplace all of the Client's employees regardless of the nature of the employment relationship (temporary, permanent, full-time or part-time) and employees of third parties who work for the Client for example based on a temporary work contract or consulting agreement shall be counted in. The Client shall upon Webropol's request notify changes in the size of the workplace annually. The fees shall be determined based on the headcount at the beginning of the billing period.

11. Confidentiality

The parties undertake to keep in confidence all material and information received from the other party and marked as confidential or which otherwise should be understood to be confidential, and the parties may not use such material or information for any other purposes than those set forth in the Agreement.

The confidentiality obligation shall, however, not be applied to material and information, (a) which is verifiably generally available or otherwise public; or (b) which the party has received from a third party without any obligation of confidentiality; or (c) which was in the possession of the receiving party prior

to receipt of the same from the other party without any obligation of confidentiality related thereto; or (d) which a party has independently developed without using material or information received from the other party; or (e) which the receiving party is required to provide due to law or regulation by the authorities.

Each party shall promptly upon termination of the Agreement or when the party no longer needs the material or information in question for the purpose stated in the Agreement cease using confidential material and information received from the other party and, unless the parties separately agree on destruction of such material, return the material in question (including all copies thereof).

12. Miscellaneous

Webropol shall be entitled to use subcontractors when performing its obligations in relation to the Service.

Neither party shall be liable for delays and damages caused by impediment beyond its reasonable control, which could not have been reasonably taken into account at the time of conclusion of the Agreement, and the consequences of which it could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event even when the party concerned is the target of or a party to such action. A force majeure event of a subcontractor shall also be regarded as grounds for release of liability if the subcontractor may not be changed without unreasonable costs and material delay.

Webropol shall have the right to amend the terms of this Agreement by giving the Client no less than three (3) months written notice prior to the amendment taking effect. The Client shall be entitled to terminate the Agreement by notifying this to Webropol within fourteen (14) days prior to the amendment taking effect, with the termination taking effect on the date when the amendment would have taken effect. Webropol shall not return any fees already paid for the remaining contract period.

Neither party may assign the Agreement or rights, or obligations based on the Agreement in whole or in part, to any third party without prior written consent of the other party. Webropol may assign the Agreement to a third party in conjunction of business transfer in relation to the Service or material part of the Service.

The Agreement shall be governed by Finnish law.

Any dispute, controversy or claim arising out of or relating to the Agreement shall be firstly settled by amicable negotiations and if the parties cannot reach consensus the disputes shall be finally settled by a single arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall be held in Helsinki, Finland. The language of the arbitration shall be Finnish or English.

Appendix 1 - List of Webropol's subcontractors

The following subcontractors may function as data processors as is defined in Data Protection Legislation when acting as Webropol's subcontractor for the purposes of system development and ensuring and improving usability and operational reliability.

Telia Inmics-Nebula Oy (company ID 2546028-1)

Valimotie 21

00380 HELSINKI, FINLAND

Operational and management services with regard to data processing and hardware.

Qumio Oy (company ID 2466203-3)

Veromaankatu 17

05830 HYVINKÄÄ, FINLAND

Software design and manufacturing.

Accepted 01.01.2022 according to user terms