

General Terms And Conditions

Steerpath Oy
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1. PARTIES TO THE AGREEMENT

The parties to this Agreement are those specified in the Frame Contract to which these General Terms and Conditions are appended.

2. SUBJECT OF THE CONTRACT

The subject of the contract is the Products and Services provided by the Supplier. The services are delivered on a subscription-based Software-as-a-Service (SaaS) model, granting the Customer a non-exclusive, non-transferable, and revocable license to use the services during the subscription term, subject to the terms and conditions of this Agreement.

3. SERVICES

This section specifies the Products and Services ordered by the Customer. More detailed descriptions are provided in the appendices titled "Service Description" and "Service Agreement."

The services are provided on a continuous basis throughout the term of this Agreement, provided the Customer remains in compliance with its terms. The Supplier reserves the right to update, develop, or modify the services to ensure operational reliability, comply with legal requirements, or improve the user experience. Significant changes will be communicated to the Customer in advance.

3.1 Products

- 3.1.1. Steerpath Smart Office App
- 3.1.2. Steerpath Occupancy Analytics Service

3.2 Additional services and modules

- 3.2.1. Parking - module
- 3.2.2. "Ghost busting" - module (cancelling unnecessary ghost reservations)
- 3.2.3. Consultation - module

The Customer may purchase any of the Supplier's Additional Services and Modules, as well as new services offered by the Supplier. Any such expansions shall always be agreed separately in writing and appended as an annex to the main contract. As a general rule, all services and software provided by the Supplier are off-the-shelf Software-as-a-Service (SaaS) solutions.

4. SAAS-SERVICE PRODUCTION, DEVELOPMENT AND CHANGES

The services are delivered as a SaaS solution. The Supplier reserves the right to make changes to the services, including modifications to functionality and content, without separate approval from the Customer or the users. The Supplier shall develop the services and ensure their operation with minimal disruption. The Supplier will notify the Customer in advance of changes whenever possible.

The Supplier shall not, however, make changes that materially deviate from the ordered service or render the service unsuitable for the Customer's use.

The Supplier may temporarily suspend the Customer's access to the service, without liability for compensation, if necessary for developing or modifying the service, correcting faults, complying with regulatory requirements, or other comparable reasons. Such interruptions will be scheduled to minimise inconvenience to the Customer.

The Supplier is not liable for interruptions to the service availability caused by third parties with whom the Supplier or the Customer does not have separate agreements but whose operations may impact the service (such as telecommunications operators).

5. RESPONSIBILITIES AND OBLIGATIONS

5.1 Supplier's general rights and obligations

The Supplier will perform its work diligently, professionally, and within its area of expertise. The Supplier may choose the working methods and resources it considers appropriate for each service delivery, unless otherwise agreed in this Agreement or elsewhere.

The Supplier ensures that the service complies with this Agreement and with all applicable laws and regulations.

The Supplier is not responsible for failure to deliver the service if the delay or failure is caused by circumstances beyond the Supplier's reasonable control, such as fire, war, riots, acts of terrorism, epidemics, or exceptional natural conditions (force majeure). The Supplier may suspend work for the duration of such an event but shall resume without undue delay once the obstacle has been removed.

5.2 Data security auditing

The Supplier is obliged to assist the Customer in audits they require. Assistance will be subject to a separate reasonable fee to the Supplier.

Any data security audit requested by the Customer will be at the Customer's expense, including a professional services fee of €120/hour for time spent by the Supplier in supporting and performing the audit.

The Supplier shall cover the costs of corrective actions only where the audit reveals significant deficiencies or errors related to information security, which must be promptly rectified at the Supplier's own expense.

5.3 Liability for damages

In all situations, the Supplier's obligation to compensate the Customer is limited to the immediate damages shown by the Customer and always to a

maximum of the amount of the service fee paid by the Customer for the damaged service during the time of the damage.

The supplier is not responsible under any circumstances for any indirect damages such as lost profits, production losses, loss of information and income, interruptions of operations and losses caused by them.

The Supplier is not liable for damages resulting from third-party attacks, unauthorized access, or other security incidents beyond the Supplier's reasonable control.

5.4 General rights and obligations of the customer

The Customer shall have the right to use the service during the subscription period in accordance with these terms, including access to the core features of the service and the ability to utilise it as defined in the agreement. The Customer shall own and have the right to manage all data generated, collected, or created through the use of the service, including reports, analytics, and other customer-specific content ("Customer Content"). The Supplier may use such data only for providing the service in accordance with this Agreement or with the Customer's express permission.

Upon request, the Customer shall provide the Supplier with accurate, sufficient, and up-to-date information regarding the object of the service if such information is necessary for the performance of the service. Such information must be provided within a reasonable time from the request.

The Customer shall arrange for the Supplier, with reasonable notice, to have unobstructed and uninterrupted access to premises to which only the Customer has access and which are required for the performance of the service. The Customer shall otherwise contribute to the performance of the service in matters within its control.

The Customer must promptly verify that the delivered service complies with the Agreement. Any errors or deficiencies must be reported to the Supplier in writing within two (2) weeks from the time the issue could reasonably have been detected. Otherwise, the Customer forfeits its right to make claims.

6. INTELLECTUAL PROPERTY RIGHTS

This Agreement does not grant either party any rights to use or resell the other party's existing intellectual property or products.

All intellectual property rights created during or in connection with the delivery of the service shall belong exclusively to the Supplier from the moment of their creation.

The Customer is granted a time-limited and restricted right to use the service only to the extent explicitly agreed upon in writing in this Agreement.

Intellectual property rights here means copyrights, trademarks, patents, business names and other generally known intangible rights as well as inventions, ideas and trade secrets, regardless of whether they are registered, registrable or otherwise protected.

For clarity, all source code, icons, graphical designs, and similar elements developed at the Customer's request remain the exclusive property of Steerpath.

Upon termination of the Agreement, the Customer retains no rights to the Supplier's products, source code, services, or any parts thereof, unless otherwise explicitly agreed in writing.

7. REFERENCE PERMISSION

Within good practice, the Supplier may use the Customer's name and logo as a reference in its marketing.

Details of the cooperation may only be made public if mutually agreed upon.

8. INTERPRETATION OF THE AGREEMENT

This Agreement includes everything that has been agreed between the Supplier and the Customer regarding the service.

If any provision of this Agreement is found to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.

Changes to this agreement must be made in writing.

8.1 Priority of terms

In the event of any conflict between these General Terms and Conditions and any other contractual documents or terms provided by the Customer, including but not limited to the Customer's purchase order terms or general procurement terms, these General Terms and Conditions of Steerpath shall prevail.

9. PAYMENT TERMS

Unless otherwise agreed in writing, all service fees shall be invoiced annually in advance. Hardware fees shall be invoiced upon order confirmation. The payment term is thirty (30) days net from the date of the invoice.

10. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall primarily be resolved through mutual negotiations. If no resolution is reached, the matter shall proceed to mediation.

If mediation does not result in a resolution, the dispute shall be settled by the competent general courts. The District Court of Helsinki, Finland, shall have exclusive jurisdiction unless otherwise agreed.

11. APPLICABLE LAW

Finnish law applies to this agreement and its interpretation, with the exception of its rules and principles regarding the choice of law.

APPENDIX: RELATED ITEMS

1. Data handling at contract termination