

Eficode Advisory and Support Service Terms

Last update: 24. February 2025

These Eficode Advisory and Support (“**Service**”) Service Terms, as may be amended from time to time (“**Service Terms**”), are between the Customer and the relevant Eficode entity (“**Eficode**” or “**Supplier**”). The relevant Eficode entity is the Eficode entity in the same country as the Customer or the Eficode entity otherwise specified to the Customer in the Agreement. List of current Eficode entities is available in Section 24.

“**Customer**” means the customer entity represented when accepting these Service Terms. By accepting these terms on behalf of an entity, you represent and warrant that:

1. You have full legal authority to bind the Customer or any such entity to these Service Terms;
2. You have read and understood; and agree to these Service Terms on behalf of the Customer.

(Individually a “**Party**” and collectively the “**Parties**”)

These Service Terms do not have to be signed in order to be binding. These Service Terms are effective as of the date the Customer places an Order (“**Effective Date**”). “**Order**” means a signed Service Agreement between the Parties, Signed Quotation for the provision of the Service, a signed Statement of Work for provision of the Service, payment of an invoice presented to Customer by the Supplier for the provision of the Service, or the use by Customer of the Service, whichever is earlier. Customer use of the Service is subject to these Service Terms.

1. DEFINITIONS

“**Administration**” means any work provided in the Service to maintain and configure the Customer’s Application

“**Advisory**” means any work provided in the Service to help the Customer align their Application with their business goals, objectives, and processes.

“**Applicable Law**” means all statutes, regulations, by-laws, delegated or subordinate legislation, common law and the law of equity, any binding court order, judgment or decree, along with any code of practice, rule, regulation or guidance note issued by a government, statutory, or other regulatory body, which are applicable to the operation of the Contractual Documents. Applicable Law is subject to the governing law determined in Section 24., based on the domicile of the Customer.

“**Application**” means one or multiple third party software to which the Service is provided for, including the Customer’s instance of the software with any add-ons made available via the third party software vendor’s official marketplace.

“Charges” means the charges payable for the Services as specified in each Order or otherwise agreed in writing.

“Charging Blocks” means each 30 minute block of time between acknowledgement of the Customer’s Request via the Service Desk and the Supplier’s response to the Request.

“Contractual Documents” means collectively these Service Terms, Signed Agreement or Quotation, and any other applicable document signed by the Parties that define a Deliverable or a responsibility within the Service.

“Customer Region” means the region in which the Customer is domiciled and is defined in the Order or elsewhere in the Contractual Documents and which affects parts of the Service delivery. In case the Customer has multiple locations where the Service is delivered to, a single location will be identified as the main location that is specified in the Order or elsewhere in the Contractual Documents and which will determine the governing law.

“Deliverable” means any result or output produced in the course of work, intended to be delivered to the Customer as part of the Service.

“Eficode Software” means the Supplier’s on-premises and/or cloud software programs and/or scripts of any other software that is developed and fully owned by the Supplier. The definition includes any version of the Eficode Software that is offered to, used by, or installed for the Customer or used by the Supplier to deliver the Services. Eficode Journey and Eficode ROOT Connector along with any related pieces of software are examples of Eficode Software.

“Incident” means an event in Application that causes unavailability, degraded performance, or other unexpected behavior of the system. Incidents for the Customer’s business process implementations and configurations within the Application can be supported if implementations are documented and agreed by the Supplier.

“Main User” means a User that is a contact regarding the Service, is authorised to raise Requests, and can approve the spend of Work Package.

“Pre-Existing Material” means either Party’s intellectual property rights or any other rights, including but not limited to technology, software, know-how, intellectual property rights, documentation, specifications, designs, tools, or any other rights, existing prior to the execution of these Service Terms.

“Request” means a ticket raised by Customer’s Main Users for Advisory, Administration, or Support via the Service Desk.

“Service Desk” means the online portal through which the Customer can raise a Request to the Supplier.

“Severity Level” means a category of priority that is assigned to all Support Requests and defines the means of working and resolving Requests

“Support” means any work provided by the Service Desk which aims to help contacting Users in using the Application within existing configurations or with minimal configuration changes. Support includes, but is not limited to, user and incident support.

“**Premium Support SLA**” means applied service level agreement for Premium Support included in selected Service tiers.

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not built for the Service, and are not based on the Supplier’s Pre-Existing Material or Eficode Software i.e. generally other software than third-party Applications.

“**Term**” means a period of time for which the Customer has made a contractual commitment to use the Service, typically one month or one year (twelve months).

“**Service**” means the offering labeled as “Eficode Advisory and Support” or any Application specific packaging of “Eficode Advisory and Support”, made available by the Supplier and detailed in these Service Terms.

“**User**” means any employee, representative, consultant, contractor or other party who has access to the Application(s).

“**Service Hours**” means the time of the day and the Working Days during which Requests are processed and work for Requests is provided.

“**Working Day**” means a day when Requests are processed and work for Requests is provided.

“**Work Package**” means the work time bundled in the Service tiers that can be used between Advisory, Administration, Support, and other Requests and Deliverables that require work for the Customer.

2. OVERVIEW OF TERMS

2.1. These Service Terms establish the contractual framework for the delivery of the Service by the Supplier to the Customer and the payment for the Service pursuant to an Order, as may be entered into from time to time between the Supplier and the Customer.

2.2. All work delivered under the Service is subject to these Service Terms. In case a Request is deemed to be out of scope for the Service, delivery of such work may be subject to contracts and terms other than these Service Terms.

3. EFICODE ADVISORY AND SUPPORT OVERVIEW

3.1. The Service provides Supplier’s professional services and products to help the Customer use the supported applications (“**Application(s)**”) in their organization and for their business processes. The Service is available in different tiers with different features and time allowances to be used between the professional services (“**Work Package**”).

3.2. EFICODE ADVISORY AND SUPPORT FOR ATLASSIAN

Eficode Advisory and Support for Atlassian is made available in the following tiers:

	License+	Foundation	Premium
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Advisory	-	✓	✓
Administration	-	✓	✓
Support Technical and incident	On-demand support	Priority support	Priority support
Eficode Journey Atlassian and service insights	Tooling overview License usage	+ Advanced License management	All features
Work package	-	1 day / week (30 hours a month)	3 days / week (90 hours a month)
Available add-ons	-	-	-

Eficode Advisory and Support for Atlassian includes:

- **Professional services**
 - **Advisory:** Professional services to find the ideal implementation of the Applications for the Customer's business needs and processes and help to change business processes to better leverage the Applications, such as coaching, providing best practice insights, building roadmaps, and more.
 - **Administration:** Professional service to manage and configure the Applications for Customer's needs, such as implementing configurations and customizations, investigating problems, managing integrations and other third party components, and more.
 - **Support:** Expert availability to help Customer's Main users with using the Applications within the implemented configurations and resolving incidents affect the usability of the Applications, such as user issues, deploying from templates, using available features, and more.
- **Eficode Journey** is an application provided by the Supplier that provides self-service capabilities for service management and insights on how the Customer is using the Applications which Supplier's Service personnel can use to provide recommendations for the Customer. Key features include:
 - **License usage:** Current usage and allocation of Application's licenses
 - **Advanced license usage:** Usage and allocation of Application's licenses over time
 - **Tooling overview:** Visual representation of Customer's teamwork and software development tools, helping to identify gaps in business processes
- **Available add-ons:**
 - **Enterprise SLA:** Customized Support Service Hours and service level agreements for Support Requests.
 - **End-user Support:** Extending support from Main users to a larger audience at the Customer.
 - **Training package:** Bundle of training work in addition to other work types.
 - **On-site work:** Bundle of Advisory and Administration work delivered on Customer's site.
 - **Custom integrations:** Integrating to and/or working with Customer's systems that affect Supplier's standard Service delivery, such as integrations to Customer's service desk.

3.3. EFICODE ADVISORY AND SUPPORT FOR GITHUB

Eficode Advisory and Support for GitHub is made available in the following tiers:

	License+	Foundation	Premium
Advisory	-	✓	✓
Administration	-	✓	✓

Support Technical and incident	On-demand support	Priority support	Priority support
Eficode Journey GitHub and service insights	Tooling overview License usage	+ Advanced License management	All features
GitHub Benefits	CSP setup Microsoft Customer Investment Monthly Trainings Consolidated Billing	+ Well-architected setup	+ Regular Well-architected reviews
Work package	-	1 day / week (30 hours a month)	3 days / week (90 hours a month)
Available add-ons	-	GitHub Copilot Adoption Pack Adoption dashboard Ramp-up plan RAG management	
		Managed GitHub Actions Runners Runner optimization Infrastructure optimization	

Eficode Advisory and Support for GitHub includes:

- **Professional services**

- **Advisory:** Professional services to find the ideal implementation of the Applications for the Customer's business needs and processes and help to change business processes to better leverage the Applications, such as coaching, providing best practice insights, building roadmaps, and more.
- **Administration:** Professional service to manage and configure the Applications for Customer's needs, such as implementing configurations and customizations, investigating problems, managing integrations and other third party components, and more.
- **Support:** Expert availability to help Customer's Main users with using the Applications within the implemented configurations and resolving incidents affect the usability of the Applications, such as user issues, deploying from templates, using available features, and more.
 - When purchasing Azure CSP from the Supplier, the Customer is entitled to one (1) free request per month of know-how and first-level support

- **Eficode Journey** is an application provided by the Supplier that provides self-service capabilities for service management and insights on how the Customer is using the Applications which Supplier's Service personnel can use to provide recommendations for the Customer. Key features include:

- **License usage:** Current usage and allocation of Application's licenses
 - **Advanced license usage:** Usage and allocation of Application's licenses over time
- **Tooling overview:** Visual representation of Customer's teamwork and software development tools, helping to identify gaps in business processes

- **GitHub Benefits:** GitHub specific capabilities that help in using GitHub and uncovering new ways to use GitHub

- **CSP setup:** Setup of Azure CSP for the Customer's GitHub environment.
- **Well-architected setup:** GitHub setup leveraging GitHub Well-Architected framework. Work using GitHub Well-Architected consumes Work Package.
 - **Regular Well-architected reviews:** Regular GitHub Well-architected reviews of the Customer's environment, scheduled and planned with the Customer.
- **Microsoft Customer Investment:** GitHub proof of concepts and other benefits leveraging Microsoft's programs, significantly reducing the costs proof of concepts for the Customer.
- **Monthly Trainings:** Online trainings that train on using GitHub products.
- **Consolidated Billing:** Consolidation of all GitHub licenses to one invoice sent by the Supplier.

- **Available add-ons:**

- **GitHub Copilot Adoption Package:** A service package providing data and insights via a dashboard of the Customer's GitHub Copilot adoption and advisory on reaching optimal usage and adoption.
- **Managed GitHub Actions Runners:** GitHub Actions runners managed by the Supplier in a custom environment, ensuring cost efficiency, compliance, and reliability of self-hosted runners via regular updates and maintenance.
- **Enterprise SLA:** Customized Support Service Hours and service level agreements for Support Requests.
- **Developer support:** Provides support for developers to develop and troubleshoot their software.
- **Training package:** Bundle of training work in addition to other work types.
- **On-site work:** Bundle of Advisory and Administration work delivered on Customer's site.
- **Custom integrations:** Integrating to and/or working with Customer's systems that affect Supplier's standard Service delivery, such as integrations to Customer's service desk.

4. SERVICE DEPLOYMENT

4.1. After purchasing the Service, the Customer will be provided access to the Service Desk and Eficode Journey.

4.2. As part of the Service, the Supplier will deploy [Eficode Journey](#) for the Customer.

4.3. As part of full Service delivery, Eficode ROOT Connector is required to be installed on supported cloud tools, installed by the Supplier to Customer's environment or by the Customer with support from the Supplier. End-User License Agreement (EULA) of Eficode ROOT Connector is available [here](#).

4.4. For Foundation, Premium, and Enterprise tiers, an onboarding session is provided shortly after the purchase to align on:

- How to contact the Supplier, where to find the Service Desk, and aligning on other means of communication.
- Provisioning Eficode Software and other necessary Service components for the Customer
- Initial plan on how the Customer expects to utilize the Service and what kind of Requests are expected.
- Other requests from the Customer for Service delivery (within these Service Terms)

5. CONTACTING SUPPLIER

5.1. The primary way of consuming the work in the Service is a Service Desk provided by the Supplier. The Supplier will inform the Customer of the applicable Service Desk on Service delivery.

5.2. The Customer must identify up to five (5) Main User. It is the Customer's responsibility to ensure that the Supplier is notified of changes to the Main Users.

5.3. Users are not permitted to submit Requests unless end-user support is included in the Service. Only Main Users identified to the Supplier are permitted to submit Requests.

5.4. The Service Desk will be accessible at all times for the Customer to submit Requests throughout the Term, excluding scheduled maintenance, force majeure events, or circumstances beyond the Supplier's reasonable control.

5.5. The main language of the Service is English. Usage of any other language is not guaranteed and is dependent on the Supplier's personnel working with the Customer on a Request.

5.6. The Service is primarily a remote delivery service. Delivery and pricing of on-site work will be agreed separately by the Parties. The Supplier retains the sole right to decide the availability of on-site work as part of the Service and for individual Requests.

5.7. For License+ tier, access rights to the Applications can be provided as required by the Requests. In other tiers, and available for License+ tier on Customer's request, The Service personnel providing administration and support are provided with admin level access to the Customer's Applications. Other accounts required to deliver other parts of the Service or any changes from the standard Service delivery will be agreed separately. These licenses are not included in the Service fee.

5.8. The Supplier retains the sole right to decide the means of delivering the Service and members of the Service delivery teams.

5.9. The Foundation, Premium, and Enterprise tiers include an optional Slack channel for communication between the Supplier and the Customer. The Slack channel is primarily intended for general communication between the Parties and supporting delivery of Service work. The Supplier does not guarantee response times, the ability to request work through the Slack channel, or any other aspect of using the Service via the Slack channel. Only Main Users can access the Slack channel.

5.10. As available as an add-on for the Service tiers, the Parties may agree on other means of communication, such as other instant messaging tools. Such means of communication may be subject to additional costs.

6. SERVICE REQUESTS

6.1. All Requests must at minimum include a description of the Request and/or expected outcome of the Request. In case of Incidents, the Requests must additionally include the following information:

1. business impact including how many Users are affected and how much of the Application is affected; and
2. which Applications are affected; and
3. a description of the issue; and
4. steps to replicate the issue if appropriate; or
5. screenshots of the issue where applicable.

6.2. The Supplier may reasonably request, and the Customer shall provide, further information to enable the Supplier to provide a more accurate response and/or a faster resolution.

6.3. The Supplier retains the right to decide the appropriate course of action for each Request. In case following the course of action is for any reason limited by the Customer and there are no feasible alternative courses of actions, the Supplier has the right to consider the Request fulfilled.

6.4. Depending upon the nature of the Request, the Supplier may have to impose a technical and/or process workaround to rectify the Request as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if the Customer decides not to proceed with a permanent fix.

6.5. Customer is responsible for communicating any Request updates to other Users as required.

6.6. In case the Supplier is unable to resolve a Request, the Request may be escalated to relevant third party system providers.

6.7. In case an Incident is dependent on the actions of an Application vendor or other relevant third party such as providers of add-on apps for the Application, including but not limited to bugs in Application or unexpected downtime of an Application, the Supplier can support the Main Users in communicating with the Application provider on behalf of the Main Users in identifying, advising, and implementing potential workarounds. Permanent fixes may be subject to the actions of the Application vendor.

6.8. In case an Incident can be reasonably solved by the Supplier with available features, capabilities, and performance of an Application, including but not limited to implementing a change in a configuration or using available features, the Supplier will work to identify the expected cause of the Incident, identify possible ways to fix the issue, and implement a fix. Fixing such an Incident may require coordination with the Main Users who are responsible for evaluating and accepting the changes on Customer's behalf and implementing required changes on any related third party systems under the Customer's control.

6.9. Support for Incidents aims to resolve the active Incident. Follow-up actions such as problem management and root cause analysis can be provided as Administration.

6.10. Any Requests made to the Supplier will be considered as a written confirmation to start work on the Request and to consume the Work Package. In case the Customer requests for a statement of work or other documents specific for the Request before starting the work on a Request, creation of such documents may consume time from the Work Package.

6.11. In case a Request is deemed to be out of the Service scope, the Supplier may provide a separate quote, statement of work, terms and conditions, and/or additional material to deliver the work in the Request outside the Service. The Supplier retains all rights to decide if and how such a Request can be fulfilled.

6.12. If Customer is not satisfied with the response to a Request raised, Customer may escalate the Request via the Service desk.

6.13. In case of delivering Advisory and Administration work, the Parties can agree on delivering work without Service Desk Requests. When using other means than Service Desk for Requests, the Supplier reserves all the rights to define applicable ways of raising Requests and how Work Package is consumed on such Requests.

7. SERVICE HOURS

7.1. The Service Hours available for Customer Regions are described in the following table:

Customer Region:	Available Support Service Hours	Available Service Hours
Finland	9.00 - 17.00 EE(S)T, Monday to Friday excluding Finnish public holidays	9.00 - 17.00 EE(S)T, Mon excluding Finnish public h
Sweden	9.00 - 17.00 CE(S)T, Monday to Friday excluding Swedish public holidays	9.00 - 17.00 CE(S)T, Mon excluding Swedish public
Switzerland	9.00 - 17.00 CE(S)T, Monday to Friday excluding Swiss public holidays	9.00 - 17.00 CE(S)T, Mon excluding Swiss public ho
Norway	9.00 - 17.00 CE(S)T, Monday to Friday excluding Norwegian public holidays	9.00 - 17.00 CE(S)T, Mon excluding Norwegian publ
Denmark	9.00 - 17.00 CE(S)T, Monday to Friday excluding Danish public holidays	9.00 - 17.00 CE(S)T, Mon excluding Danish public h
Netherlands	9.00 - 17.00 CE(S)T, Monday to Friday excluding Dutch public holidays	9.00 - 17.00 CE(S)T, Mon excluding Dutch public ho
Germany	9.00 - 17.00 CE(S)T, Monday to Friday excluding Customer's local public holidays	9.00 - 17.00 CE(S)T, Mon excluding Customer's loca
United Kingdom (UK)	8.00 - 18.00 GMT/BST, Monday to Friday excluding UK bank holidays	8.00 - 18.00 GMT/BST, M excluding UK bank holidai

Other EU/EEA Country	9.00 - 17.00 CE(S)T, Monday to Friday excluding UK bank holidays	9.00 - 17.00 CE(S)T, Mon excluding Finnish bank holidays
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8. SERVICE LEVEL AGREEMENTS AND SUPPORT PRIORITY LEVELS

8.1. For On-demand Support (included in selected Service tiers), Support is provided on a best effort basis.

8.2. For Priority Support (included in selected Service tiers), Support is provided on a prioritized best effort basis.

8.3. For Premium Support (included in selected Service tiers), Support is provided with the following service level agreement (“**Premium Support SLA**”). All Support Requests are assigned a Priority Level that defines the response method and target response and resolution times for them. Available Support SLA and Priority Levels are defined in the following table.

Priority	Examples	Support availability	Initial Response
P1 - Critical	- Performance degraded to an unusable level. e.g. Supported system has failed. - No Users are able to log into supported system - Multiple Users unable to work at all due to incorrect access - Request for access that is required for multiple Users, preventing them from working. - An urgent request affecting multiple Users - Critical indicates a production server or other mission critical system(s) are down and no workaround is immediately available	Support Service Hours	One (1) Hour

P2 - High	• Performance of the supported system is inadequate, but still usable. • Intermittent issues with Application features. • Acceptable workaround may exist • Operations can continue in a restricted fashion • Degraded service – Includes intermittent issues and reduced quality of service. A workaround may be available	Support Service Hours	Four (4) Hours
P3 - Medium	• Unexpected, Incorrect or inaccurate data • A request with little or no impact if not fulfilled • Problems with Application or feature specific controls and permissions • Single User unable to authenticate	Support Service Hours	Eight (8) Hours
P4 - Low	• Misspelled objects or typos • Issue with little or no impact • General application usage questions • User specific controls or permissions • An issue of minor importance and low impact	Support Service Hours	Eight (8) Hours

8.4. The Supplier shall validate Customer determined Severity Level classification or notify Customer of a proposed change in the Severity Level classification to a higher or lower level with an explanation to support the reclassification. In the event of a dispute regarding the Severity Level classification, the Customer may escalate the request.

8.5. Premium Support SLA is subject to following exclusions (“**Support SLA Exclusions**”) and does not apply to any suspension, or termination of the Service, or any other Support performance issues:

1. requests for configurations and business process implementations not documented for the Supplier and approved by the Supplier.
2. caused by factors outside of Supplier's reasonable control, including any force majeure event; or
3. that result from any voluntary actions or inactions by the Customer or any third party; or
4. that result from Customer's misuse of Support; or
5. in the event that Customer Severity Level classification is in dispute; or
6. arising from the Supplier's suspension or termination of Customer's right to use the Service

8.6. The SLA times follow the time during which the Supplier is working on a Request. In case a Request is pending for actions from the Customer or from a third party, the SLA time will be paused until the Request is again under the Supplier's responsibility.

8.7. Requests logged outside of Support Service Hours will be acknowledged when Support Service Hours resume.

8.8. In the event a response is requested from the Customer or a third party and is not received within three (3) Working Days, the Supplier reserves the right to close the Request.

8.9. For the avoidance of doubt, service level agreements or severity levels of Support Requests are not applied for other types of Requests, such as Advisory and Administration Requests.

8.10. From time to time maintenance of the Service Desk is required. The Customer will be notified in advance of scheduled maintenance and where possible this will be scheduled outside of Service Hours.

8.11. The Supplier will use commercially reasonable efforts to provide consistent Support and Service Desk availability to the Customer within described service level agreements.

9. SERVICE MANAGEMENT

9.1. For Foundation, Premium and Enterprise tiers, the Customer will be provided with a contact for service management that will support using and managing the Service.

9.2. The Service includes billing support and Service delivery issue handling. Additional service management, such as billing customization, may be subject to additional fees or consumption of Work Package.

9.3. The Service is delivered as described in these Service Terms. Any changes to the Service to accommodate the Customer's processes or other requirements are subject to the Supplier's approval, are agreed separately, and may be subject to additional fees.

10. SERVICE CONSUMPTION

10.1. All Requests via the Service Desk, responses and SLA times will be tracked by the Supplier. A report shall be made available to the Customer upon request.

10.2. A key element of the Service is proactive work delivered by the Supplier. To provide proactive work and insights for the Customer on using the Application, the Supplier may be required to consume time from the Work Package without Requests from the Customer. By default the Supplier will do its best to use only time that otherwise would likely not be spent on Requests from the Customer. Proactive work can be used for example on looking into Customer's Application (which may require signing in to the Application and looking into Customer's data without a Request from the Customer) or analyzing data provided by Eficode Journey or other Eficode Software. From this work the Parties will agree on follow-up actions. The Parties may agree on alternative practices on providing proactive work, such as proactively implementing certain changes without separate confirmation from the Customer. The selected Service tier and associated Work Package may affect how much proactive work can be delivered.

10.3. All Requests that exceed Work Package, including but not limited to cases when a Request is reasonably expected to exceed the Work Package policy, are subject to the Supplier's approval.

10.4. The work delivered for Requests shall be recognised in Charging Blocks.

10.5. Advisory can be scheduled for a minimum of a two (2) hour session. The Customer is not entitled to a partial or full refund or transfer if the full attributable time value is not used in one session.

10.6. Fulfilling Requests, such as coaching sessions, may require preparations by the Supplier in addition to the Customer facing work that consumes the Work Package. The Supplier may on request provide an estimate of work required for preparations if preparations are required to fulfill the Request.

10.7. In the case of Deliverable with multiple Users participating, such as workshops as part of Advisory, if a planned User doesn't participate in the Deliverable due to reasons not caused by the Supplier and the Deliverable is not cancelled according to these Service Terms, the Deliverable is deemed to be delivered in full.

10.8. All scheduled Requests can be cancelled with following policies and consumption:

- Cancellation five (5) Working Days or more before delivery: No consumption
- Cancellation five (5) Working Days or less before delivery or no show: Scheduled amount of work is deducted from the Work Package

10.9. In the event that the Supplier is unable to fulfill an agreed and scheduled Request for any reason, the Parties will negotiate in good faith of rescheduling, alternative delivery, or cancellation of the delivery. In case delivery of a scheduled Request is cancelled due to the Supplier, no Consulting Quota will be consumed. The Customer acknowledges and understands that the above mentioned is the sole and exclusive remedy for such event.

10.10. In case the Supplier is unable to fulfill a Request during a Term even though a Request has been raised within the SLAs, the Parties will negotiate in good faith about the way of delivery after the Term. For any Requests identified to be in the scope of the Service and delivered after the Term, these Service Terms will be applied.

10.11. For the purpose of the Work Package consumption, each calendar month is considered to include four (4) weeks. The days per week time described in the tiers is provided as a target distribution of work across the month, to enable regular proactive delivery of the Service.

10.12. Up to 25% of the Work Packages of Foundation and Premium tiers can be used for Advisory. The Parties shall negotiate in good faith if consumption exceeds this limit and if the Supplier so requests.

10.13. The Work Package defines the work time available to be used within a full calendar month. The Work Package is non-refundable and non-transferable between months and Terms unless otherwise agreed by the Parties.

10.14. Work Package is only available to be used for the Service.

10.15. Requests that from the first message are identified by the Supplier to require a sales engagement between the Parties do not consume Work Package.

11. SERVICE EXCLUSIONS

11.1. The following services, tools and products are excluded from the Service:

- Requests that are likely to require projecting and an assigned project manager, to exceed Work Package, require expertise not within the Service scope, and/or to require working outside Support Hours. This includes, but is not limited to:
 - Transformation projects
 - Data migrations and data merges
 - Instance mergers
 - Software development or comparable creation of IPR for the Customer
- Training courses (excluding UK)

11.2. The Service does not provide service level agreements or any other guarantees or warranties for availability or performance of Applications for which the Service may be delivered to, of any third party software or support services or for Eficode Software.

11.3. The Service does not provide service level agreements or any other guarantees or warranties for any implementation within any Applications or for fit of Applications for these implementations or any business requirements.

11.4. The Service is not responsible for actions or resolutions provided by third parties in case they are reached out to support with a Request. In case a Request is dependent on the actions or resolutions of a third party, a Request may be considered resolved after a third party has provided their resolution.

11.5. All configurations, system settings and business process implementations in the Applications are owned by the Customer and are Customer's responsibility. Upon completion of a Request, the Customer takes ownership and responsibility of all changes applied with the Request.

12. PRICING AND PAYMENT TERMS

12.1. The Service is invoiced monthly or annually, depending on the regional availability (“**Billing Cycle**”).

12.2. With monthly payments, the Supplier shall invoice the Customer for the relevant Charges at the end of the month.

12.3. With annual payments, the Supplier shall invoice the Customer for the relevant Charges in full and in advance. For the avoidance of doubt, the Service shall not be made available to the Customer unless and until payment for the relevant invoice has been received in full.

12.4. If the Customer has selected License+ tier, a monthly minimum charge of one (1) hour will be applied to months when Support that exceeds any Support included in the tier is requested.

12.5. In case the consumption of the Service has exceeded or is expected to exceed the Work Package or any other limits of Service usage described in these terms, the Parties shall negotiate in good faith of any necessary changes to the Service tier or of applicable Charges of the excess delivery. The Customer shall pay all undisputed invoices for such Charges in accordance with the Agreement.

12.6. Work exceeding the Work Package may be invoiced at the end of the month when work has been delivered.

12.7. Without prejudice to and of the provisions of these Service Terms, the Supplier reserves the right to increase the Charges by giving notice to the Customer at any time, to reflect any increase in the cost of the Service and/or Deliverables to the Supplier that is due to any significant delay caused by any of the Customer’s instructions or the Customer’s failure to give the Supplier adequate or accurate information or instructions in respect of the Services and/or Deliverables.

12.8. Following expenses, unless otherwise agreed between the Parties, shall be payable by the Customer and invoiced as a single line item:

- the cost of hotel, subsistence, traveling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services; and
- the cost accrued to the Supplier by materials or services procured by the Supplier from third parties for the execution of the Services to the extent such items and their cost(s) are agreed between the Parties.

12.9. The Customer shall pay each undisputed invoice submitted to the Customer by the Supplier within thirty (30) days of the date of invoice in full and in cleared funds to a bank account nominated in writing by the Supplier from time to time. All invoices and payments shall be made in the currency stated on the invoice. The Customer shall be responsible for any applicable bank and/or foreign exchange charges.

12.10. Any sum payable by the Customer under these Service Terms where applicable (and by mutual written agreement between the Parties), may be converted into an alternative currency using an independent exchange rate selected by the Supplier in its sole discretion.

12.11. Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier any sum due under the Contractual Documents on the due date:

1. The Customer shall pay late payment fees equivalent to 2% of the invoice value for each full calendar month the invoice is overdue by. The Customer shall pay the late payment fees together with the overdue amount; and
2. If applicable, the Supplier may suspend part or all of the Service until payment has been made in full.

12.12. All sums payable to the Supplier:

1. are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13. CHANGES

13.1. These Service Terms, content of the Service, and/or Service pricing may be modified by the Supplier at any time by posting a revised version on the Supplier's website or by otherwise notifying the Customer in writing, provided, however, that at least 90 days' advance notice for adverse changes has been provided by the Supplier. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Service Terms will become effective upon posting or, if the Supplier notifies the Customer by email, as stated in the email message. By continuing to use the Service after the effective date of any modifications to these Service Terms, the Customer agrees to be bound by the modified Service Terms. It is the Customer's responsibility to check the Supplier's website regularly for modifications to these Service Terms.

13.2. Eficode Software used with the Service may develop over time with new features and capabilities. Such changes are not deemed to be changes of the Service, unless the results of the development materially affect the Service.

13.3. Either Party may propose changes to the scope or execution of the Service but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties. A "**Change Order**" shall be a document setting out the proposed changes and the effect that those changes will have on:

- the Service and/or Deliverables;
- the Charges;
- the timetable for the Service; and
- any other terms

13.4. If the Supplier wishes to make a change to the Service that affects only the Customer, the Supplier shall provide a draft Change Order to Customer.

13.5. If the Customer wishes to make a change to the Services:

- Customer shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed change; and
- the Supplier shall, as soon as reasonably practicable after receiving the information, provide a draft Change Order to Customer.

14. SECURITY

14.1. A separate Data Processing Agreement shall be executed between the Parties. The Customer shall be responsible for ensuring that it has the right to use such personal data for the purposes of the Agreement. If the personal data provided by the Customer originates from the European Economic Area, The Supplier shall neither transfer the personal data to outside the European Economic Area nor allow access to such personal data in the European Economic Area from areas outside the European Economic Area without the written permission of the Customer.

14.2. Compliance with the Customer's requirements, such as industry specific regulations, may be subject to additional fees and is negotiated between the Parties.

15. WARRANTIES, REMEDIES AND DISCLAIMERS

15.1. Each Party warrants that it has validly entered into these Service Terms and has the legal power to do so.

15.2. The Supplier Warrants:

1. to perform the Services in accordance with these Service Terms. The Supplier shall allocate sufficient resources to enable complying with this warranty;
2. to the Customer that the Services will be provided using reasonable skill and care and to Accepted Industry Standards. The foregoing warranty is subject to the Customer notifying the Supplier promptly, and in any event within thirty (30) days of the date of performance of the alleged nonconforming Services, and providing all information and assistance reasonably requested by the Supplier in connection therewith. Upon receiving such timely notice the Supplier will use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to the Customer;
3. to use reasonable endeavours to meet any performance dates specified in the Contractual Documents but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence unless explicitly specified in the Contractual Documents.

15.3. The Supplier shall have the right to make any changes to the Service and/or these Service Terms which are necessary to comply with any Applicable Laws provided that the Supplier shall notify the Customer promptly in writing in the event of any such changes and should the Customer disagree with the changes to be made, the Customer shall have the right to terminate the affected Services immediately by serving written notice to the Supplier and the Supplier shall refund to the Customer any Charges paid in advance, minus Charges accrued up to the date of the notice.

15.4. The Customer warrants:

1. to comply with any responsibilities of the Customer as set out in the Contractual Documents;
2. to provide to the Supplier in a timely manner access to all information reasonably required by the Supplier to enable the Supplier to comply with obligations pursuant to the Contractual Documents upon reasonable advance written notice has been given to the Customer;
3. to inform the Supplier in writing of all health and safety and security requirements that apply at Customer premises, if applicable, prior to any agreed access by the Supplier;

15.5. If the Supplier's performance of the Suppliers obligations is prevented or delayed by any act or omission of the Customer, Customer agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy the Supplier may have, the Supplier shall be permitted an extension of time to perform its obligations equal to the delay caused by the Customer and the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in the Contractual Documents.

15.6. Except as expressly provided herein, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Laws. It is the Customer's responsibility to ensure the Service meets the Customer's requirements. The Supplier shall not be held liable for any failure to provide any facility or function not specified in the Contractual Documents.

16. CONFIDENTIALITY

16.1. Each Party undertakes that it shall not at any time during the Term, and for a period of two (2) years after termination of these the Service, disclose to any person any Confidential Information, except as permitted by clause 16.2 below.

16.2. Each Party may disclose the other Party's Confidential Information:

1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Service Terms. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with these Terms; and
2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3. No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contractual Documents.

17. LIMITATION OF LIABILITY

17.1. Each Party's total annual liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, under an indemnity or otherwise for any loss or damage, costs or expenses arising under or in connection with Service

Terms including any liability for the acts or omissions of its employees, consultants and subcontractors shall in no event exceed in the aggregate the total Charges paid, or payable by the Customer to the Supplier for the Service in the twelve (12) months preceding the first incident that occurred whereby liability arose.

17.2. Neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contractual Documents for:

- loss of profits;
- loss of products or loss of production;
- loss of agreements or contracts; or
- any special, indirect or consequential loss or damage, costs or expenses.

17.3. Nothing in the Contractual Documents shall limit or exclude either Party's liability to the other for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any liability which cannot be limited or excluded by Applicable Law.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. Unless otherwise expressly agreed in the Contractual Documents, these Service Terms shall have no effect on either party's Pre-Existing Material. Any Pre-Existing Material provided by either Party, shall remain the exclusive property of such Party.

18.2. The Supplier shall have exclusive ownership rights for all development and modifications of the Supplier's Pre-Existing Materials or Eficode Software made available as part of the Service that are provided based on the Customer's Requests, even if the Customer has requested and/or contributed to the costs of such development and modifications.

18.3. The Supplier shall have exclusive ownership rights for all Eficode Software that is introduced as new software to be used with the Service during Service delivery, even if the Customer has requested and/or contributed to the costs of such development and modifications.

18.4. To the extent applicable, the Customer shall have exclusive ownership rights to any Tailored Software developed during the provision of the Service, that is not Pre-Existing Materials, Eficode Software or any derivative thereof and is developed specifically for the Customer's use. However, any rights arising independently and autonomously by the Supplier, without specific request from the Customer or deemed non-essential to the provision of the Service, shall not be included in the transfer of ownership to the Customer.

18.5. In providing the Service, the Supplier retains the right to implement identified solutions or enhancements beneficial to the Service without requiring separate consent, thereby maintaining ownership of such intellectual property rights.

18.6. The Customer grants to the Supplier a non-exclusive, royalty-free, non-assignable and revocable licence to use Customer's Pre-Existing Material solely for the purpose of providing the Services and performing the Supplier's obligations under the Service Terms during the Term.

18.7. Each Party warrants that the receipt and use of the Service and intellectual property in accordance with these Service Terms by the other Party, its agents, subcontractors or consultants shall not infringe any rights of third parties.

18.8. Each Party shall keep the other Party, its agents, subcontractors or consultants indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Party as a result of or in connection with any claim brought against the Party, its agents, subcontractors or consultants by a third party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Services or Intellectual Property in accordance with these Service Terms.

18.9. If either Party ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") under Section 16 of these Service Terms, the Indemnified Party shall:

1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 16.7 above (as applicable) ("**IPRs Claim**");
2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
3. provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

18.10. If the Service is held or likely to be held infringing, the Supplier shall have the option, at its own expense to (i) replace or modify the Service as appropriate, (ii) obtain a license for the Customer to continue using the Service, (iii) replace the Service with a functionally equivalent service; or (iv) terminate the Service and refund any prepaid, unused Charges applicable to the remaining portion of the Term of the applicable Services following the effective date of termination.

19. STATISTICAL DATA AND FEEDBACK

19.1. The Supplier has the right to gather and process statistical data of the usage of the Service and Eficode Software for the purpose of improving the Service and Eficode Software, and developing new offerings. The data shall be processed in a safe environment and the exported statistical data will be masked and shall not contain any

Customer Materials, any personal data or any other confidential materials of Customer. Furthermore the Supplier shall not use or distribute the statistical data in any way that may enable third parties to identify the Customer or to deduct any information relating to Customer businesses or processes from the data.

19.2. The Customer grants the Supplier all rights to use and exploit any feedback, comments, suggestions, ideas, description of processes or other improvement ideas provided by the Customer to improve the Service and Eficode Software, and develop new offerings based on the feedback.

20. TERM

20.1. These Terms commence on the Effective Date and shall continue for a period of a Term unless terminated earlier in accordance with these Service Terms.

20.2. When selecting monthly payments, the first Term is six (6) months, after which the Service continues with monthly Terms.

20.3. Unless terminated, the Service delivery will automatically continue with a new Term that is paid according to these Service Terms.

21. TERMINATION & SUSPENSIONS

21.1. The Customer may cancel the Service at any time by providing the Supplier with three (3) months written notice but the Customer shall continue to be charged for the remainder of the then current Billing Cycle and the Customer is not entitled to a refund.

21.2. The Supplier may cancel the Service at any time by providing the Customer with three (3) months written notice. In case the Service is cancelled by the Supplier, the Supplier shall refund any prepaid, unused Charges applicable to the remaining portion of the Term of the applicable Services following the effective date of termination.

21.3. The Supplier reserves the right (without prejudice to any other right or remedy under the Agreement) to suspend the Customer's use of the Service over unpaid consumption over assigned Work Package.

21.4. The Supplier shall have the right to terminate the Service immediately if the Customer fails to pay any undisputed amounts due in full within thirty (30) days of the due date and fails to remedy such failure within thirty (30) days of receipt of written notice to do so.

21.5. Either Party may terminate the Service and any Signed Quotations related to the Service for cause with immediate effect by giving written notice to the other Party if:

- the other Party commits a material breach of any of these Service Terms, and that breach (if capable of remedy) is not remedied within thirty (30) days after written notice being given requiring it to be remedied; or
- an order is made or a resolution is passed for the winding-up of the other Party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt; or
- the other Party ceases, or threatens to cease, to carry on its business.

21.6. Without affecting any other right or remedy available to it, the Supplier may terminate the Service with immediate effect by giving written notice to Customer if:

- if any payment is not made within these Service Terms
- there is a change of Control of Customer.

22. CONSEQUENCES OF TERMINATION

22.1. On termination or expiry:

- The Customer shall immediately pay the Supplier all outstanding unpaid invoices and interest with respect to the terminated or expired Service, and in respect of the Service supplied and expenses incurred but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- The Customer shall, within fourteen (14) days of request by the Supplier, return all of the Supplier's equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of its equipment. Until the Supplier's equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping.
- In case the Service is terminated in the middle of a calendar year, the Supplier will calculate the work time since the beginning of the Calendar year. In case the work time delivered exceeds work time of monthly Work Package multiplied with the number of months until termination, the exceeding work time will be redacted from the monthly Work Packages of the remaining months.
- Access to the Supplier's systems and Eficode Software that the Customer has had access to during the Service will be removed.

22.2. Termination or expiry of the Contractual Documents shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contractual Documents which existed at or before the date of termination or expiry.

22.3. Termination of the Service shall not automatically affect any other Statement of Work and/or Signed Quotation.

22.4. On termination of these Service Terms all other existing Contractual Documents shall terminate automatically, unless otherwise agreed in writing between the Parties.

23. PRECEDENCE OVER STANDARD TERMS

23.1. These Service Terms shall apply to the exclusion of, and shall prevail over, any standard terms and conditions contained in or referred to in any documentation submitted by the Customer, or in any correspondence or elsewhere or implied by trade custom, practice or any course of dealing.

24. RELATIONSHIP OF THE PARTIES

24.1. The Parties are independent contractors. These Service Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

25. SUB-CONTRACTORS

25.1. The Supplier shall be entitled, in its absolute discretion, to appoint sub-contractors to provide all or part of the Services.

25.2. Any of Eficode entities, as described in section 27., may be used for the delivery of the Service.

25.3. Where such a sub-contractor is a personal services company the Supplier shall comply with the off-payroll working rules and shall be solely responsible for completing and issuing the status determination statement to the contractor as applicable.

25.4. The Customer understands and accepts that the Supplier is deemed the end user under the off-payroll working rules and that the Supplier retains complete discretion and responsibility over the status determination of any sub-contractors used to provide all or part of the Services.

26. PUBLICITY

26.1. The Parties agree that marketing and other public material featuring the Customer can be done with following conditions:

- The Customer approves the final content of the material
- The Customer grants the Supplier the right to use and distribute the materials, in electronic or hard copy form, in whole or in part, without fees or additional permissions, in internal and external marketing activities such as presentations, proposals, papers and on the web, social media and any other current or future media.
- Once approved, text/materials (including quotations, photographs, company logo and other images) can be used in whole or in part in the media without further permission. This also applies to translations for international use.

26.2. The Customer has the right to cancel the usage of Customer specific information in the Supplier's marketing and other public materials by making a request to marketing@eficode.com with specifications on which materials the request concerns.

27. EFICODE ENTITIES AND GOVERNING LAWS

27.1. This Agreement and any dispute in relation to the Contractual Documents, or the Customer's use hereof, will be governed by and construed in accordance with the relevant law based on where the Customer is domiciled cf. the table below (Customer

Region), and any dispute arising out of or in connection with this Agreement or the Contractual Documents shall be subject to arbitration in accordance with the applicable law determined by the Customer's domicile, as indicated in the table below. For the sake of clarity, these Service Terms shall not be applied and the Service is not provided outside of the below mentioned areas.

Customer domiciled in:	Eficode Entity	Registered address and Business ID	Governing law and c
Finland	Eficode Oy	Pohjoinen Rautatiekatu 25 00100 Helsinki Finland VAT: FI19718143 Company ID: 1971814-3	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The langu arbitration shall be Er
Sweden	Eficode AB	Vasagatan 36 SE-111 20 Stockholm Sweden VAT: SE556976195901 Company ID: 556976-1959	Laws of Sweden Arbitration in Sweden arbitration rules of the Chamber of Commer the arbitration shall be
Switzerland	Eficode Switzerland AG	Aargauerstrasse 180 8048 Zurich Switzerland VAT: CHE-101.061.401	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The langu arbitration shall be Er
Norway	Eficode AS	Nedre Slotts gate 13 c/o Evolve workspace (5th floor) 0157 Oslo Norway VAT: NO914758440 Company ID: 914 758 440	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The langu arbitration shall be Er
Denmark	Eficode A/S	Njalsgade 76	Laws of Finland

		c/o Univate 2300 København S Denmark VAT: DK30987225 Company ID: 30987225	Arbitration in Helsinki arbitration rules of the Commerce. The lang arbitration shall be Er
Netherlands	Eficode B.V.	Hullenbergweg 278 1101 Amsterdam The Netherlands VAT: NL859092148B01 Business ID: 72383836	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The lang arbitration shall be Er
Germany	Eficode GmbH	Marcel-Breuer-Straße 15 80807 München Germany VAT: DE322676479 Business ID: 244945	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The lang arbitration shall be Er
United Kingdom	Eficode UK Limited	Ground Floor, East Wing, Burlington House, Grange Drive Southampton SO30 2AF United Kingdom Business ID: 5643578	England & Wales Courts of England an exclusive jurisdiction proceedings which m connection with this A
United States	Eficode USA, Inc.	Eficode USA, Inc. C/O Penncorp Servicegroup Inc, 600 N 2nd St 4th Floor Harrisburg, PA 17101, United States Business ID: 4177603	Pennsylvania The courts of Pennsy exclusive jurisdiction dispute, suit, action, a proceedings.

Other EU/EEA Country	Eficode Oy	Pohjoinen Rautatiekatu 25 00100 Helsinki Finland VAT: FI19718143 Company ID: 1971814-3	Laws of Finland Arbitration in Helsinki arbitration rules of the Commerce. The language arbitration shall be English
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28. NOTICES

Except as otherwise specified in the Contractual Documents, all notices required or permitted under the Contractual Documents will be in writing, will reference these Terms, and will be deemed given when delivered via e-mail. All such notices served to the Supplier shall be sent to the Supplier's representatives to the Customer or to customerservice@eficode.com.