

These Terms of Use govern the Customer's use of the Service and Products provided by Logmore Oy, Vasarakatu 22, 40320 Jyväskylä, Finland ("**Logmore**"). By accepting these Terms of Use the Customer acknowledges and agrees that the Customer's use of the Service and Products is subject to these Terms of Use.

1. Definitions

As used in these Terms of Use, unless expressly otherwise stated or evident in the context, the following capitalized terms shall have the following meaning.

- 1.1 "**Additional Term**" shall have the meaning ascribed to it in clause 12.1.
- 1.2 "**Affiliate**" means an entity which is a subsidiary or parent of, or under common control with, the Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty (50) per cent or more of the voting shares in such entity, or that other entity is able to direct the Party's affairs or is able to appoint a majority of the members of the board of directors or an equivalent body.
- 1.3 "**Agreement**" means the agreement between the Customer and Logmore, consisting of these Terms of Use and any other terms applicable to the Service and Products.
- 1.4 "**Customer Material**" means data or material uploaded by the Customer to the Service or otherwise communicated to or made available to Logmore on behalf of the Customer for the provision of the Service.
- 1.5 "**Fees**" means the fees payable by the Customer to Logmore for the Service and the Products, as set out in clause 7.
- 1.6 "**Initial Term**" shall have the meaning ascribed to it in clause 12.1.
- 1.7 "**Intellectual Property Rights**" means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
- 1.8 "**Party**" means Logmore or Customer separately. Logmore and Customer are together referred to as the "**Parties**".
- 1.9 "**Products**" means data logging devices offered by Logmore. The information gathered by the Products may be transmitted and stored into the Service.
- 1.10 "**Service**" means the provision of the Software available on a software as a service (SaaS) basis via the Internet at Logmore's website.
- 1.11 "**Software**" means Logmore's proprietary software, including any changes, updates, upgrades, modifications and enhancements made thereto, and any related modules, add-ons, tools, browser plugins and applications as well as any documentation relating thereto.
- 1.12 "**Term**" means either the Initial Term or the Additional Term.

2. Service and Products

- 2.1 Logmore offers to the Customer the Service and the Products for the purpose of collecting of, configuring of and monitoring of Customer's data. The detailed description of the Service and the Products is available at [logmore.com/product].
- 2.2 The Service is designed to help the Customer in collecting of, configuring of and monitoring of Customer's data gathered by the Products but the Customer remains responsible for how the Customer uses the Service and for achieving the intended goals and results. It is the responsibility of the Customer to ensure that the output and results of the Service meet the Customer's expectations and requirements.
- 2.3 Logmore is entitled to produce the Service as it deems appropriate. The Customer acknowledges and accepts that Logmore may at its sole discretion further develop the Service and the Products and, as a result of this, the features made available on the Service may change. In the event of any material change to the Service, Logmore will inform the Customer on its website and/or on the Service.
- 2.4 Logmore may provide assistance and support to the Customer upon request. If required, the Customer must allow Logmore to access the necessary information.
- 2.5 The Service or the Products do not include, and Logmore does not offer, any telecommunication or networking services or thereto related equipment, security services or systems. If the Customer requires any of the foregoing, the Customer must obtain such

systems, services and equipment at its own expense from third party vendors.

- 2.6 The Customer undertakes not to use the Service or the Products for any unlawful purposes. The Customer also undertakes to comply with Logmore's reasonable directions and requests related to the Service and/or the Products.
 - 2.7 The Customer is responsible for complying with all laws, rules and regulations applicable to the Customer.
- ## 3. Suspension of the Service
- 3.1 Logmore shall be entitled to suspend the provision of the Service for a reasonable period of time if this is necessary in order to perform installation, change or maintenance work in respect of the Service or if such suspension results from installation, change or maintenance work in respect of public communication networks. Logmore shall also be entitled to suspend the provision of the Service due to a data security risk to the Service or if law or administrative order requires Logmore to do so.
 - 3.2 Logmore shall always have the right to suspend the Service, if the Customer is in default with its payment of the Fees due under these Terms of Use. The suspension can be continued until the Customer has paid all unpaid Fees.
 - 3.3 Logmore may suspend the Service if the Customer ceases to conduct its business, is adjudicated in bankruptcy or liquidation or corporate restructuring, is found insolvent in recovery proceedings or if a material default in payment has been registered to the Customer.
 - 3.4 Logmore shall be entitled to deny the Customer's access to the Service without first hearing the Customer, if Logmore reasonably suspects that the Customer burdens or uses the Service contrary to these Terms of Use, applicable laws or administrative orders or in a manner that jeopardises the provision of the Service to other users.

4. User Accounts

- 4.1 In order to be able to order the Products and be granted the right to use the Service, the Customer is required to complete an online registration and order at [web.logmore.com]. The use of the Service is subject to the Fees set forth in clause 7 below.
- 4.2 The Customer shall be responsible for its devices, systems, applications, connections and software as well as their functionality. The Customer shall also be responsible for devices, systems, applications, connections and software which it has acquired from third parties as well as their functionality.
- 4.3 The Customer shall be responsible for the protection of Customer's data communications and data systems and costs for communications and other comparable costs related to the use of the Service.
- 4.4 The Customer shall ensure that only its own users and specifically designated customers or cooperation partners are able to use the Service in accordance with these Terms of Use.
- 4.5 The Customer shall be responsible for ensuring that its users, customers and cooperation partners using the Service maintain their user names and passwords diligently and do not disclose them to third parties. The Customer shall be responsible for all use of the Service when such Customer's user names and passwords are used.
- 4.6 The Customer undertakes to inform Logmore without delay if any password has been revealed to a third party or if the Customer has a reason to suspect misuse of a user name or password.
- 4.7 The Customer shall change the password required for the use of the Service upon written request of Logmore if necessary due to data security risk to the Service.

5. Delivery of the Products

- 5.1 The Products supplied to the Customer as a part of the Services are leased to the Customer and are not property of the Customer. The Customer shall inspect the shipment and its shipping information upon its arrival, and accept the delivery. If the shipment is returned to Logmore due to a reason attributable to the Customer, Logmore shall have the right to invoice the Customer any additional costs incurred by Logmore. The risk of loss as it relates to the Products shall pass to the Customer once the Products are in the Customer's possession.
- 5.1.1 Upon expiry or termination of the Agreement, the Customer shall at Logmore's sole discretion return the Products to Logmore in accordance with Logmore's instructions. Logmore shall compensate costs and expenses relating to the return provided that such costs and expenses do not exceed an amount approved by Logmore in writing in advance.

- 5.1.2 Logmore shall deliver the Products under the term of delivery decided by Logmore from time to time. The Products shall be delivered only to locations in the EU, if not decided otherwise by Logmore.
- 6. Rights of Use and Intellectual Property Rights**
- 6.1 Subject to the Customer's compliance with all the terms of these Terms of Use and against due payment of the agreed Fees, Logmore grants to the Customer a non-exclusive, non-transferable, limited right to access and use the Service and the Products.
- 6.2 The Customer acknowledges and agrees that Logmore and/or its licensors own all intellectual property rights in the Service and the Products. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or the Products.
- 6.3 All rights, title and interest, including all Intellectual Property Rights in and to the Customer Materials shall belong to the Customer or a third party.
- 6.4 The Customer shall ensure that the Customer Material does not infringe upon any third party rights or applicable laws. By submitting any data to Logmore or to the Service the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit the data to Logmore or to the Service and have Logmore process such data for the purposes of the Agreement.
- 6.5 If the Customer comments the Service or Products or provides suggestions or ideas for improving the Service or Products, notwithstanding anything stated to the contrary in these Terms of Use, the Customer agrees that all such comments, suggestions and ideas thereof will be fully assigned to Logmore and hence Logmore shall own all rights to use and incorporate them into its Service or Products.
- 7. Fees**
- 7.1 The Products and the Service is subject to the Fees set out in Logmore's then current price list, which is available at [logmore.com/pricing]. The Fee shall be invoiced in accordance with the invoicing period set out in the Agreement in advance with fourteen (14) day notice period. Any additional work referred to in clause 2.4 above shall be charged separately on a time and material basis as agreed separately by the Parties in writing.
- 7.2 Logmore may change the Fees from time to time upon thirty (30) days prior notice. The change shall not affect the Fees for invoicing periods commenced before the effective date of the change. In case of a price change the Customer shall be entitled to terminate the Agreement to end on the effective date of the price change by notifying Logmore thereof in writing.
- 7.3 The Fees for the Service and the Products are invoiced via credit card or invoice, depending on the payment method offered by Logmore at the time and chosen by the Customer. Interest on delayed payments accrues in accordance with the Finnish Interest Act (633/1982, as amended).
- 7.4 The Fees are exclusive of VAT and any other governmental taxes and levies. The Customer shall be solely responsible for VAT and other taxes and levies imposed on the Customer by applicable laws and authorities in relation to the Fees.
- 8. Warranties**
- 8.1 Logmore undertakes that the Service and the Products will substantially comply with the description of the Service and Products available at [logmore.com/products].
- 8.2 The warranty at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Service or Products contrary to Logmore's instructions, or modification or alteration of the Service or Products by any party other than Logmore.
- 8.3 If the Service does not conform with the warranty at clause 8.1, Logmore will, at its expense, use all commercially reasonable endeavours to correct any such non-conformance promptly. Such correction of the Service constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, Logmore:
- 8.3.1 does not warrant that the Customer's use of the Service will be uninterrupted or error-free; nor that the Services, and/or the information obtained by the Customer through the Service will meet the Customer's requirements; and
- 8.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.4 In case a Product becomes non-functional during the Term, the Customer shall be responsible for the delivery of the non-functional Products to Logmore at the Customer's expense. Logmore shall replace the Product free of charge with a new Product within sixty (60) days after receiving the non-functional Product from the Customer. If, however, Logmore reasonably determines that the non-functionality of the Product is due to a reason attributable to the Customer, Logmore reserves the right to charge the price of the new Product, as well as the delivery of replaced Products to the Customer. For the avoidance of doubt, the new Product provided under this clause 8.4 will always be the model that is currently in stock or currently being manufactured by Logmore.
- 8.5 To the extent allowed by mandatory law, Logmore does not have any other responsibility or liability for the Service and the Products. The Service and the Products is provided "as is" and "as available" and Logmore expressly disclaims all other express or implied warranties, including but not limited to the warranties of merchantability, correctness and fitness for a particular purpose.
- 9. Indemnity**
- 9.1 Logmore agrees to defend the Customer, at its own expense, against any third party claims or actions where a third party claims that the Service used in accordance with the provisions of these Terms of Use infringe upon Intellectual Property Rights of a third party valid in the European Economic Area (EEA), provided that the Customer:
- 9.1.1 notifies Logmore of such claim immediately upon receipt of notice thereof;
- 9.1.2 provides Logmore, free of charge, with all available information, permissions and assistance;
- 9.1.3 grants Logmore the exclusive and sole right to control the defence of the claim; and
- 9.1.4 does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of the Logmore.
- 9.2 If the Customer has acted in accordance with clauses 9.1.1 to 9.1.4, Logmore shall pay any damages finally awarded to the third party claimant by a competent court of law.
- 9.3 If Logmore justifiably deems that the Services infringe or may infringe upon any third party rights, Logmore shall have the right, at its own expense and in its sole discretion, to modify the Services to the extent necessary to avoid the infringement.
- 9.4 If the modification of the Service defined in clause 9.3 is not available to Logmore on commercially reasonable terms and/or without significant loss of time, Logmore shall have the right to terminate the Agreement in whole or in part subject to a notice period set by Logmore, upon which the Customer agrees to cease using the Service, and Logmore agrees to reimburse the Fees paid by the Customer for the terminated Service, less a proportion equal to the time of use of the Service by the Customer.
- 9.5 The indemnity in this clause 9 shall not apply to, and Logmore is not liable for any claim that (a) is based on a claim by any Customer's Affiliate; or (b) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer.
- 9.6 This clause 9 sets out the entire liability of Logmore and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.
- 10. Limitation of Liability**
- 10.1 The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed the amount of Fees paid by the Customer to Logmore for the Products and Service during the three (3) months immediately preceding the event giving rise to liability.
- 10.2 A Party shall not be liable for any indirect, incidental, or consequential damages, loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data. The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or to liability under clause 9 (Indemnity) or clause 11 (Confidentiality) or to the Customer's obligation to pay the applicable Fees.
- 11. Confidentiality**
- 11.1 Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential, and may not use such material or information of the other Party for any purpose other than for the proper fulfilment of the Agreement. The confidentiality and non-use obligations shall not, however, be applied to material and

- information: (a) which is generally available or otherwise public; or (b) which the receiving 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 breach of confidentiality obligations.
- 11.2 Notwithstanding the confidentiality provisions and/or the term of the Agreement, Logmore may collect, analyse, and use aggregated, de-identified technical data, data collected by the Products and related information (such as product or feature usage, device metrics/metadata etc.) for development purposes as long as the information is in a form that does not identify or is not attributable to any individual or company.
- 11.3 Each Party shall promptly upon termination of the Agreement (or when the Party no longer needs the material or information in question for the purposes of the Service) 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). Each Party shall, however, be entitled to retain the copies required by law or regulations and Logmore may use information in the connection with clause 11.2.
- 11.4 The confidentiality and non-use obligations set out herein will remain in force for three (3) years from the disclosure of each respective confidential material and/or information except that the foregoing time limit shall not apply to trade secrets.
- 12. Term and Termination**
- 12.1 The Agreement shall, unless otherwise terminated as provided in this clause 12, commence when the Customer has placed an accepted order for the Service and Products and continue for a fixed term of twelve (12) months ("**Initial Term**") and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each an "**Additional Term**"), unless:
- 12.1.1 either Party notifies the other Party of termination, in writing thirty (30) days before the end of the Initial Term or any Additional Term, in which case the Agreement shall terminate upon the expiry of the applicable Term; or
- 12.1.2 otherwise terminated in accordance with the provisions of these Terms of Use.
- 12.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Agreement without liability to the other if:
- 12.2.1 the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or
- 12.2.2 the other Party is in material breach of the terms and conditions of these Terms of Use and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.
- 12.2.3 Logmore shall be entitled to terminate the Agreement with immediate effect and without any obligation to pay damages or any other liability to the Customer where the Customer has itself used or allowed any third party to use the Service or Products contrary to these Terms of Use or when a serious data security threat so demands.
- 12.3 On termination of the Agreement for any reason:
- 12.3.1 the Customer shall immediately cease using the Service and the Products;
- 12.3.2 Logmore may destroy or otherwise dispose of any of the Customer Material in its possession unless Logmore receives, no later than ten (10) days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent copy of the Customer Material. Logmore shall use reasonable commercial endeavours to deliver the copy of the Customer Material to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Logmore in returning or disposing of Customer Material; and
- 12.3.3 the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 12.4 Upon termination for any reason, no paid Fees will be returned by Logmore, and the Customer is obliged to pay the Fees past due at the effective date of such termination. In the event that Fees are not fully paid when due or the obligations set out in these Terms of Use are not otherwise followed by the Customer, Logmore reserves the right to terminate the Customer's right to use the Service and the Products with immediate effect.
- 13. Processing of Personal Data**
- 13.1 Personal data related to the Customer's use of the Service and Products will be processed according to Logmore's Privacy Policy for Customers which is available at Logmore's website [web.logmore.com/downloads/tos/privacy-policy.pdf].
- 14. Amendments**
- 14.1 Logmore reserves the right, at its sole discretion, to modify or replace these Terms of Use at any time. If a revision is material, Logmore will provide to the Customer a notice on its website and/or on the Service at least thirty (30) days prior to any new terms taking effect. If the Customer does not accept the amended Terms of Use, the Customer shall be entitled to terminate the Agreement to end on the effective date of the change by notifying Logmore thereof in writing.
- 15. Applicable Law and Dispute Resolution**
- 15.1 The Agreement is interpreted, construed and governed exclusively in accordance with the laws of Finland, without reference to its choice of law rules.
- 15.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The arbitration shall take place in Helsinki, Finland and the language to be used in the proceedings shall be English.
- 16. General Provisions**
- 16.1 Logmore is entitled to change the working methods, hardware, data communication links, software, user interface or other system components used in the providing the Service. Logmore may also use subcontractors.
- 16.2 Neither Party may assign the Agreement without other Party's prior written consent. Logmore shall, however, be entitled to assign the Agreement in whole or in part to its Affiliates and in connection with a merger or acquisition process including but not limited to the transfer of business and/or any other corporate transaction or restructuring without the Customer's prior written consent.
- 16.3 Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or party to such action. A force majeure event suffered by a subcontractor of Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.
- 16.4 All notices under these Terms of Use shall be made in writing and shall be sent to the e-mail addresses specified in the Service and in Customer's order, if not otherwise agreed. Notices under these Terms of Use can be made also on the Service, in accordance to then current practice of Logmore.
- 16.5 The Agreement constitutes the entire agreement with respect to its subject matter and replaces and supersedes any prior written and/or verbal communications.
- 16.6 If any provision herein is held to be invalid or unenforceable to any extent, then such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent.
