Posti Group - Purchasing Terms and Conditions for Services

INTERNAL

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POSTI GROUP - PURCHASING TERMS AND CONDITIONS FOR SERVICES

These Posti Group - Purchasing Terms and Conditions for Services shall apply to purchases of Services made by a Posti Group company (“Customer”) from a supplier (“Supplier”) defined in the purchasing agreement (“Agreement”). “Customer” refers to the affiliated company of the Posti Group defined as the Party to the Agreement and all the other affiliated companies of the Posti Group. Each Posti Group affiliated company shall make orders independently under the Agreement and shall be solely responsible for the contractual obligations related to those orders. These Purchasing Terms and Conditions for Services will be part of the Agreement with a reference to them in the Agreement. The order of validity of the Agreement documents shall be defined in the Agreement. Unless otherwise agreed, these Purchasing Terms and Conditions for Services shall give priority to the text in the Agreement but take priority over other appendices.

The Agreement may deviate from these Purchasing Terms and Conditions for Services only if separately agreed upon.

1 SUPPLIER

1.1 Permits and insurances

Supplier shall ensure that it has all the necessary permits, registrations and licenses needed to perform the Service.

Supplier shall have, as per standard practices, valid liability insurance and sufficient product liability insurance. Supplier shall ensure that its liability insurance also covers responsibilities and obligations connected to possible handling of personal data.

If Customer so demands, Supplier shall present a written clarification of the existence of the permits, registrations, licenses and insurances referred to herein. Supplier shall procure, at its cost and without delay, all such permits, registrations, licenses and insurances which Customer considers necessary to fulfil obligations based on this sub-clause.

1.2 Act on Contractor Obligations

Supplier and its subcontractor shall be members in “Reliable Partner” – service of Vastuu Group.

In case this is not possible for a justified reason, Supplier and its subcontractor shall deliver to Customer all documents required by Finnish Act on Contractor Obligations such as extract from trade register, certificate on the payment of taxes or certificate on the tax debts including payment plan, certificates on the taking of pension insurance and payment of pension insurance payments, clarification of occupational healthcare arrangements and certificate on following the collective labor agreement applied in the field. Certificates may not be older than three (3) months.

1.3 Subcontractors

Both Parties have the right to use subcontractors when attending to their obligations under the Agreement. Using subcontractors shall not release a Party from its obligations under the Agreement. A Party shall be responsible for the operations of the subcontractors as if they were its own.

Supplier shall beforehand inform Customer in writing of its subcontractors and each subcontractor´s role in the Service delivery. In the same way Supplier, shall inform Customer in writing of all essential changes in subcontractors and their roles. Customer has the right, when justified, to reject any Supplier subcontractor or

require that Supplier shall not make the intended change in the subcontractor´s role or require that Supplier shall end co-operation with a certain subcontractor.

Supplier is under an obligation to co-operate with a subcontractor appointed by Customer.

1.4 Customer instructions

Supplier shall comply with Customer´s instructions and requirements valid from time to time such as Supplier Code of Conduct or Customer´s instructions on handling personal data.

1.5 Data security

Supplier shall comply with the data security definitions used by Customer from time to time when operating with Customer. Supplier´s own data security practices shall be based on standardized requirements on at least the same level. Upon request, Supplier shall give Customer information about its data security practices, their use and follow-up.

Supplier shall develop its ability to be prepared for different exceptional or malfunction situations. If necessary, Supplier shall present Customer on Customer request with its disaster recovery and business continuity plans and report on their use and follow-up.

1.6 Sanctions

The Supplier warrants that no international sanctions, including but not limited to those imposed by the European Union, United Nations, United Kingdom, or United States legislation and/or authorities, have been imposed on: 1) the Supplier; 2) members of the Supplier's administrative, management, or supervisory bodies, or individuals exercising representation, decision-making, or supervisory powers; nor 3) the Supplier's direct or indirect owners. Furthermore, the Supplier warrants that neither its operations nor the Services violate the aforementioned sanctions. These requirements also apply to the Supplier's subcontractors.

The Supplier shall immediately notify the Customer if any of the above-mentioned sanctions are imposed on any of the parties referred to above, or if performances related to the Service may, either directly or indirectly, end up with or have ended up with a party subject to sanctions. For the avoidance of doubt, the Supplier or its subcontractors may not, in connection with the Services, use services, products, or facilities whose performances could, either directly or indirectly, end up with or have ended up with a party subject to the aforementioned sanctions. The Supplier must ensure that its subcontractors are aware of and comply with this prohibition.

If 1) international sanctions are imposed on the Supplier or any of the above-mentioned parties, or 2) performances related to the Service may, either directly or indirectly, end up with or have ended up with a party subject to sanctions, the Customer may terminate the Agreement with immediate effect, in whole or in respect of those Services to which the sanctions apply. If the terms of this clause have been breached, the Supplier is liable to compensate the Customer for all damages incurred as a result.

1.7 Exclusive rights

The Agreement does not give Supplier exclusive rights to business with Customer. Customer may conclude agreements relating to the purchase of similar services also with other Suppliers.

Customer does not give any volume commitments to Supplier, unless otherwise agreed in the Agreement.

2 AGREEMENT

2.1 Agreement

An Agreement between Customer and Supplier finally enters into force when the Parties have signed a written Agreement (Customer and Supplier accept an electronic signature as binding way to sign the Agreement) or when Customer has sent Supplier an order in writing or by electronic means.

2.2 Agreement status

Having entered force, the Agreement is the only document regarding object of the Agreement to be applied between the Parties. It replaces all tenders, agreements, negotiations and correspondence as well as other documents drafted by the Parties or oral statements made before entering force of the Agreement regarding subject of the Agreement.

Supplier shall apply in addition to the regulations of the Agreement all current legislation when acting under the Agreement.

Supplier may not use the Agreement or the name of Customer in its marketing or other business communications without a separate written consent of Customer in each case.

2.3 Amendments and assignment

Amendments to the Agreement shall be drafted in writing by an amendment agreement accepted by both Parties. Unless otherwise agreed in connection with drafting an amendment agreement, later amendment agreements will take precedence over former ones.

A Party does not have the right to assign even part of the Agreement to a third party without the written consent of the other Party.

However, Customer has the right to assign the Agreement with its rights and obligations to an undertaking belonging to Posti Group by informing Supplier in writing thereof.

Further, Customer has the right to assign all or part of the Agreement to a third party to whom Customer conveys any business operation or an essential part of these operations utilizing the Agreement/Data.

2.4 Implementation

Supplier may not begin the actual implementation of the Agreement until the Agreement has entered into force. Measures taken by Supplier prior to the Agreement being in force are performed at Supplier’s own risk and expense and shall not in any way be binding or place obligations on Customer.

2.5 Applicable law and settlement of disputes

The Agreement is governed by Finnish law except for the United Nations Convention on Contracts for the International Sale of Goods and choice of law rules which would lead to the application of other than Finnish law.

Disputes arising from the Agreement which cannot be resolved by negotiation between the Parties shall be submitted to the Helsinki District Court for settlement.

The dispute can be left for final settlement by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland, if separately agreed upon by the Parties. The arbitration shall be held in Helsinki, in the English language.

2.6 Notices

A Party may send any notices relating to the Agreement to the other Party by letter or email at the address of the other Party. If the address of a Party changes, the other Party shall immediately be notified thereof.

A notice shall be deemed supplied in writing and received by the recipient by letter, at the latest within five (5) working days domestic and seven (7) working days international from its mailing and by email, one (1) working day after the email was sent where no delivery failure notification has been received.

3 SERVICE

" *Service*" refers to the service performance delivered by the Supplier and defined in the Agreement, which is either non-continuous or continuous service performance.

If Customer so wishes, Supplier shall make reasonable changes to the Service without additional compensation if said changes do not cause delays in delivery times or additional expenses. If the required changes cause additional expenses or changes in delivery times, these changes must be agreed on in writing.

4 PRICING, INVOICING AND TERMS OF PAYMENT

4.1 Agreement pricing

Every Agreement shall define the pricing and prices used separately. The purchase price shall be fixed unless otherwise agreed in the Agreement.

4.2 Purchase price

" *Purchase price*" refers to the total price of the purchase, including all expenses of the purchase. Customer will not accept any additional fees marked on Supplier's invoices, unless otherwise specifically agreed in writing.

The Purchase price of the Service includes in addition to the price of the Services itself Indirect taxes and charges excluding VAT payable by Supplier when the Agreement enters force and agreed governance tasks and documents

4.3 Compensation for costs

Supplier shall always agree on the compensation of travel, accommodation and other related costs in advance in writing with Customer.

Supplier shall charge the compensation of travel and other costs agreed upon separately in writing with Customer as realized without any invoicing or other related additional fees. The travel time is not compensated.

When travelling, the representative of Supplier shall always use the most affordable option. In Finland travels within or to Helsinki capital area are not compensated.

4.4 Taxes and payments

All prices in the Agreement are given without VAT. Value added tax will be added to the Purchase price and other prices as required by current legislation. Customer is liable to pay the VAT in accordance with the current legislation.

Supplier shall be liable for all other taxes and public charges.

If the amount or application of taxes or other public charges paid by Supplier and directly affecting the Purchase price changes before the delivery time stated in the Agreement, Supplier has the right to adjust the Purchase price to correspond to the changes as of the date upon which they came into force.

If a delay in delivery is due to Supplier, Supplier is responsible for changes in the amount of taxes or public charges or of changes in the application of said taxes and public charges and any consequences thereof with respect to prices during the delay period.

4.5 Invoicing

Invoicing and possible instalments shall be agreed in each Agreement.

Supplier shall send its invoices in electronic form to the address given in the Agreement.

Customer has the right to claim a credit invoice from Supplier, without penalty interest or other obligations, for all charges not in line with the Agreement. Supplier shall send a credit invoice against the faulty invoice. The term of payment of the invoice is counted from the date of the credit invoice.

Customer shall pay the invoice only to the account given in Supplier’s invoice or otherwise notified by Supplier in writing.

4.6 Penalty interest

Regarding delayed payments, Customer shall pay only the penalty interest in accordance with the Finnish Interest Act. Customer is not liable to pay interest on late payment if the payment is late due to Supplier’s error or delay or an incorrect or insufficient invoice.

4.7 Terms of payment

Unless otherwise agreed in the Agreement, all invoices are paid within forty-five (45) days net from the invoice date or accepted delivery of the Service, whichever is latest.

Making the payment does not mean acceptance of the Service or its delivery.

5 QUALITY AND QUALITY INDICATORS

5.1 Quality

Supplier shall provide the Service with high quality personnel, professionally, per time schedule and with care complying with best practices and quality standards to be applied in the field or to the said Services.

Supplier shall also guarantee that the Service it supplies

1) Meets all requirements set in the Agreement; and

2) Corresponds to the Agreement and the service descriptions and service levels agreed upon therein; and

3) Meets all the requirements set by legislation related to the Service as well as technical, environmental and other standards set by legislation, good trade practices, ethical guidelines, environmental perspective, good technical practices and regulations issued by the authorities; and

4) Suits its purpose defined in the Agreement; and

5) Corresponds to all brochures and other corresponding material of the Supplier issued of the Service.

5.2 Quality control

Supplier shall handle the continuous quality control of its own operations and its subcontractors' operations including ensuring adherence of data protection regulations. Customer has the right to perform quality inspections of different degrees related to the Service implementation at the site of Supplier and Supplier's subcontractors.

Supplier shall provide Customer in advance with information and reports necessary to clarify the quality of the Services and possibilities to establish said matters. To ensure the quality of the Services to be delivered, Supplier shall, upon request, clarify the validity and scope of its quality control measures for all phases of the Service provision.

5.3 Delivery time

The delivery time or delivery times shall be agreed upon in the Agreement. Without Customer's consent, the Service or parts thereof may not be delivered before the delivery time(s) set in the Agreement. Unless otherwise agreed, any expenses generated by partial or early deliveries shall be borne by Supplier.

The Service shall be considered delivered at the time when provided in accordance with the Agreement or when Customer has accepted the Service deliverables in an acceptance inspection.

Should Supplier find that it cannot comply with the agreed delivery time or that such a delay seems probable, it must notify Customer, without delay, in writing, of the cause of the delay and the new delivery time. If fulfilling Supplier's obligations is delayed due to a Force Majeure or factors that fall under the responsibility of Customer, the delivery time shall be extended by the time that the hindrance has verifiably delayed the delivery. Supplier shall take all possible actions, including overtime and shift work, to avoid the delay and its disadvantages.

5.4 Other quality indicators

Other possible quality indicators and service credits connected to them will be agreed in the Agreement.

As part of the Purchase price Supplier shall measure other agreed quality indicators and report them to Customer as separately agreed.

6 RIGHTS

6.1 Rights

"*Rights*" shall mean title, copyright as well as other immaterial rights.

6.2 Data

"*Data*" means Customer specific / Customer material forming the Service deliverables or produced in connection therewith, such as documentation, documented information, databases, documents, methods, Customer specific software or changes made to them.

All Rights to the Data shall belong to Customer. The Rights shall also include any drafts and intermediate results obtained during performance of the Agreement. The Rights shall pass to Customer at the same time as the Data is created.

Supplier shall submit to Customer any possible program code and source code relating to the Data as well as all technical documentation necessary to utilize the Data during and after the validity of the Agreement.

Supplier shall not include in the Data any program code which, based on its user terms, can be deemed an open source code unless this is specifically agreed upon in the Agreement.

6.3 Material

"*Material*" means all the pre-existing information or material that the Parties have submitted or made available to each other with the provision, delivery or utilization of the Service, such as documented information, databases, documents, applications, application components and other software, instructions or devices. Material also includes personal data handled in the Service delivery.

All the Material submitted by the Parties connected to the Agreement and all changes made to them during Service provision shall remain property of the original owner and he shall retain all the Rights to the Material unless otherwise agreed in writing.

A Party shall be liable to ensure that any Material or other information submitted to the other Party does not infringe law or good practice or data protection and secrecy terms relating to other parties.

Supplier shall give Customer a sufficient right to use the Material to ensure that Customer can utilize the Data either during a continuously delivered Service or otherwise to the extent that the user right is necessary to utilize the Data in accordance with the Agreement.

6.4 Standard software

"*Standard Software*" means a computer program generally sold and delivered by Supplier or by a third party with appurtenant documentation and their modifications, versions or new products developed based on them.

Customer´s right to use Standard Software defined in the Agreement or defined as part of the Material shall be governed by the licensing terms of the Standard Software in question. With each Standard Software used, Supplier shall deliver the licensing terms to Customer.

Supplier shall ensure that Customer has the right to use the Standard Software to the extent described in the Agreement and to utilize the Data / Material in accordance with the Agreement. However, this does not mean that Supplier shall be liable for any costs for the number of increased licenses or extensions in the user rights.

7 CLAIMS OF THIRD PARTIES

7.1 Liability of Supplier

Supplier shall be liable to ensure that no Service, Material or Data delivered by Supplier breaches the Rights of third parties.

Should a third-party claim that the Service, Material or Data infringes his Rights, Supplier is liable and has the right, at its own cost, to hold Customer harmless in any lawsuits and claims for compensation that may be based on this allegation.

Supplier shall be liable to pay any compensation ordered payable to a third party in the litigation in question by legally binding decision or otherwise agreed to be paid in another possible way.

If a legally binding decision states or if Supplier and Customer together otherwise deem that the Service, Data or Material provided by Supplier infringes or may infringe the Rights of a third party, Supplier shall, at the request of Customer, at Supplier´s cost either

1) Obtain the right to continue using the infringing Service, Data or Material; or

2) Replace the Data or Material with Data or Material that does not infringe the Rights of third parties; or

3) Amend the Service, Data or Material so that the infringement ceases.

If none of the above alternatives is possible to implement the Agreement or to use the Service deliverables in accordance with the Agreement, Customer may terminate the Agreement.

In all cases referred to in this clause, Supplier shall compensate any damage incurred by Customer.

7.2 Supplier´s liability on other third-party claims

Supplier shall be liable for claims presented by authorities or other third parties towards Customer which are based on the Service or Supplier activities. This kind of claims are for example claims based on Supplier´s activities performed against applicable data protection legislation. Supplier shall be liable for all Customer expenses when answering this kind of claims and to pay any compensation ordered payable to a third party in the litigation in question by legally binding decision.

7.3 Measures when a claim is presented

When being informed of a claim or allegation referred to above, which Supplier might be responsible for based on the above, Customer shall without delay notify Supplier in writing of the claim.

Customer shall also allow Supplier to act as the defendant and shall submit to Supplier all the necessary assistance, help and authorizations that are reasonably available to Customer.

In case of other claims than those connected to infringement of third-party Rights (for example claims connected to data protection legislation) the Parties shall separately agree who shall arrange answering to the claims presented. In case this agreement is not made Customer has the right to defend against presented claims in a way regarded suitable by the Customer and Supplier shall give necessary information and reports and otherwise assist in arranging the defense. Customer shall however give Supplier an opportunity to comment and give its view on the defense.

If Customer or its customer, Customer´s partner or authorities present claims against Supplier based on the Service or Supplier´s activities based on the Agreement, Supplier shall without delay after being informed of a claim or allegation notify Customer in writing of the claim or allegation and provide Customer with all information connected to the claim or allegation in question. Supplier shall be responsible for answering such claim or allegation and arranging necessary defense, but Supplier shall always, before answering the claim or allegation, provide Customer with an opportunity during reasonable time to give its comments on the answer or defense.

7.4 Restriction of liability

Supplier shall not however, based on this clause, be liable to Customer for a claim presented by a third party which:

1) Is due to an amendment made by Customer in the Service, Data or Material delivered by Supplier or compliance with instructions given by Customer; or

2) Is due to the claim of a company which is under control of Customer; or

3) Could have been avoided by using corresponding data or material submitted by Supplier to be used by Customer without a separate charge.

8 ACCEPTANCE

8.1 Acceptance inspections

The Agreement may stipulate an acceptance inspection made by Customer to the Service deliverables. Inspection methods, standards employed, and other details shall be separately agreed in the Agreement.

The acceptance inspections performed by Customer shall not reduce the obligations and liabilities of Supplier.

8.2 Defect correction

In case there is a defect in the Service deliverables, Customer shall without delay inform Supplier thereof.

Supplier shall, at its own expense and risk, correct any defects found in Customer´s acceptance inspections as defined by Customer either by repairing the Service deliverables or delivering the Service anew during the timetable defined by Customer.

Repairing any defects does not relieve Supplier from its responsibility for delivery in accordance with the Agreement.

Supplier shall not be liable for defects caused by Customer. This limitation of liability requires that these defects were not caused even indirectly by the poor quality of the Service deliverables.

8.3 Costs and damages

If the Service deliverables do not meet the requirements set for them in the acceptance inspection performed, Supplier shall be liable for all expenses and damages caused to Customer from any possible re-inspecting.

Supplier shall be liable for all expenses and damages caused to Customer for repairing the Service deliverables. Supplier´s liability defined above shall mean all expenses and damages caused or paid to Customer, his personnel and any third party.

8.4 Neglecting defect correction

If Supplier in part or in full neglects its repair liability or does not make the repairs during the timetable defined by Customer, Customer has the right, at its own discretion have the repairs done by a third Party at Supplier's expense and risk.

9 CONFIDENTIALITY

9.1 Confidential information

Confidential information shall refer to the Agreement and any other information that has come to the knowledge of the Party connected to the Agreement and which has been marked confidential or is otherwise to be understood to be confidential, which may relate either to the Party that has given the information or its personnel or customers, their business or operating methods and which may be personal data, technical, commercial or financial in nature ("Confidential Information").

However, Confidential Information shall not include information which is not personal data and that:

1) Is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or

2) Was known to the receiving Party prior to disclosure by the disclosing Party; or

3) Is disclosed to the receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the disclosing Party or has received it from the disclosing Party without confidentiality obligation; or

4) Was independently developed (by personnel having no access to the Confidential Information) by the receiving Party; or

5) Is disclosed with the prior written approval of the disclosing Party; or

6) Is identified as non-confidential by the disclosing Party at the disclosure or upon a later request of the receiving Party.

9.2 The use of Confidential Information

The Party that has received Confidential Information undertakes to keep the Confidential Information of the other Party secret and it will use the same care and discretion to avoid disclosure, publication or dissemination of the other Party´s Confidential Information as it uses with its own similar information.

Neither Party has the right to utilize the Confidential Information of the other Party for any other purpose than to fulfil his obligations under the Agreement or to perform the contractual rights granted to it under the Agreement. For this purpose, either Party has the right to submit the information to its employees and subcontractors, however, only to the extent necessary.

Each Party undertakes to ensure that these third parties will observe the provisions of this Agreement. Each Party shall see to it that they have a written employment or other agreement sufficient to require that they will treat Confidential Information in accordance with this Agreement.

The confidentiality obligations of this Agreement shall, however, not restrict the receiving Party from handing over or disclosing Confidential Information to the extent it is compelled to do so by law, statute or other order of an

authority or a court; provided, however, that prior to any such disclosure, the receiving Party shall immediately notify the disclosing Party in writing of the order of authority, unless it is prohibited to do so by the order in question.

In all cases where the Confidential Information of the other Party has been disclosed or has leaked, the Party disclosing the information is liable, at its own cost, to use all measures to try to prevent any new unlawful disclosures or illegal use of Confidential Information.

9.3 Term of confidentiality

The Parties undertake to keep the other Party's Confidential Information secret for a minimum of three (3) years from the conveyance of the information or for one (1) year from the end of the delivery of the Services complying with the Agreement depending on which is the later. Concerning personal data, the abovementioned term and personal data shall be handled as Confidential information without any time limits. In cases where the applicable legislation requires that the confidentiality term of some information should be longer than the term specified above, the applicable legislation is followed.

Regardless of the time limits given above in this sub-clause, Supplier shall immediately remove all Customer´s personal data from Supplier´s equipment and systems when the Service provision has ended, or the Agreement has been terminated.

9.4 Professional skill and experience

A Party has the right, in connection with its ordinary business operations, to utilize the general professional skill and experience it has obtained when performing the Agreement.

9.5 Insider Information

The Supplier understands that Posti's parent company is Posti Group Oyj, which is a company listed on the Helsinki Stock Exchange (Nasdaq Helsinki). If the Supplier becomes aware of any information that constitutes insider information, the Supplier undertakes to comply with the rules concerning insider information, including the requirements set out in the EU Market Abuse Regulation and other rules arising from Posti's status.

The Supplier undertakes to maintain an up-to-date list of all persons to whom Posti's insider information has been disclosed ("Insider List"). The Insider List must be provided immediately to Posti and/or the competent authorities upon their written request. The Supplier shall inform the persons included in the Insider List about the rules concerning insider information and the possible sanctions resulting from their violation.

10 DATA PROTECTION

To the extent the purchase or otherwise co-operation between the Parties involve processing of personal data, the Parties are responsible for complying with their respective obligations, as a personal data controller or as a personal data processor under the applicable data protection laws, applicable international data protection legislation and in accordance with the provisions, orders, directions and recommendations issued by competent data protection authorities.

If the Agreement entails processing of personal data carried out by Supplier on the assignment of Customer, then Customer appoints Supplier as a personal data processor. Supplier, acting as a data processor on behalf of Customer, shall always adhere to the above-mentioned regulatory requirements, Agreement´s data protection appendix, and Customer´s policies, instructions and processes with respect to processing of personal data, as applicable from time to time.

Nothing in the Agreement prevents Customer from taking the steps it deems necessary to comply with applicable data protection laws and regulatory requirements.

11 AUDITS

Posti Group has, at any time during validity of the Agreement, the right to arrange an audit of the quality of Supplier, the data security, data protection and compliance with the Agreement by a person or persons elected by Posti Group. The data security and data protection audit may also be performed by a competent authority.

The target and contents of the audit is informed in an audit plan delivered beforehand. Audits demanded by authorities are performed in accordance with the required models.

In all cases, Supplier shall ensure that those persons performing the audit have unrestricted access to Supplier´s and its subcontractor´s premises and systems in a sufficient scale to observe compliance with the requirements.

Posti Group may authorize a third party to perform the audit on behalf of Posti Group.

The Parties shall together review the report submitted by the auditor. The reports and information produced during the audit shall be Confidential information. Customer and Supplier shall be responsible for their own costs relating to the audit.

12 FORCE MAJEURE

12.1 Force majeure

Force Majeure is deemed to apply during an overwhelming and abnormal impediment or occurrence that prevents the fulfilment of the Agreement, which neither Party could reasonably have taken into account when entering into the Agreement and which is independent of any action by either Party and could not have been averted or prevented without unreasonable additional expense or loss of time.

Said situation may refer to war, rebellion, civil unrest, requisitions or confiscations for public needs performed by a public authority, an import or export ban, a natural disaster, a general disruption to traffic and energy supply, a labor dispute, fire or other exceptional circumstances with similar effects and unusual consequences beyond the Parties' control.

The Party shall use all reasonable means available to prevent and reduce any hindrances due to Force Majeure.

12.2 Subcontractor´s force majeure

Delays on the part of a subcontractor constitute a case of Force Majeure only when the said delay is due to an impediment referred to above and when another subcontractor could not have been engaged without unreasonable loss of time or expense.

12.3 Liability to notify

Either Party shall, without delay, notify the other Party in writing of any hindrance in meeting his contractual obligations due to Force Majeure. Either Party shall also immediately inform the other Party in writing of the termination of Force Majeure, at which time, at the latest, the Parties shall agree on its effects on the Agreement.

A Party cannot refer to Force Majeure unless the Party has issued an immediate written notification upon discovering the impediment.

13 LIABILITY IN DAMAGES AND LIMITATION OF LIABILITY

13.1 Liability in damages

A Party has the right to a compensation for its direct costs and damages due to the breach of contract by the other Party.

13.2 Limitation on liability

The maximum amount of damages, taking into account possible service level credits or liquidated damages, is the total value of the Agreement excluding VAT (non-continuous services) or the average monthly Service charge excluding VAT (continuous services) multiplied by twelve (12).

Neither Party shall be liable to the other Party for indirect or consequential damages, such as a decrease or interruption in production or turnover.

The limitations of liability described above in this clause do not concern compensation obligation based on breach of confidentiality or data protection obligations or breach of Rights nor damages caused willfully or through gross negligence.

13.3 Third party damages

Supplier is without any limitations responsible for all damages that Supplier or Services or defects in the Service delivery has caused to those third parties towards whom Customer will be liable for damages based on his own agreements.

14 TERMINATION OF THE AGREEMENT

14.1 Force majeure

A Party has the right to terminate the Agreement with immediate effect by notifying the other Party thereof in writing without either Party having the right to demand damages from the other if it has become evident that the performance of the Agreement shall be delayed due to an event of Force Majeure for more than one (1) month.

14.2 Company reorganization

Customer has the right to terminate the Agreement with immediate effect by notifying Supplier thereof in writing without having the right to demand damages if Supplier or its unit implementing the Agreement becomes or is party to a company acquisition or other company reorganization and if this has a material effect on the implementation of the Agreement from Customer’s perspective.

14.3 Breach of contract

Each Party has the right to terminate the Agreement with immediate effect for cause by notifying the other Party thereof in writing if the other Party materially breaches the contract, or if it has become clear that the other Party will materially breach the contract, and the Party in breach has not mended or reliably removed his breach of contract within the minimum thirty-day (30) period set by the other Party in writing. For example, the repeated deviations in quality indicators set for the Service during the preceding six (6) months period shall be deemed a material breach of contract.

14.4 Insolvency, bankruptcy etc.

Either Party may terminate this Agreement with immediate effect by written notice if the other Party has filed for bankruptcy (except in case where the bankruptcy estate commits itself to fulfilling the Agreement or gives a guarantee, acceptable to the Customer, for its contractual obligations, which is acceptable to the Customer) or the other Party is placed under liquidation or reorganization of its debts or if it is otherwise regarded as insolvent.

14.5 Refraining from performance

If a Party fails to perform its contractual obligation, the other Party has the right, without any consequences, to withhold its performance until the breaching Party has fulfilled its contractual obligations or until the Agreement is terminated.

15 MEASURES TO BE TAKEN WHEN THE AGREEMENT EXPIRES

15.1 General

When the Agreement expires, Customer may transfer the delivery of the Services to a party other than Supplier. Supplier commits itself to assisting in said transfer in a pertinent and professional manner and based on a reasonable schedule.

Supplier has the right to charge for the transfer of the delivery per Supplier´s valid tariff. If the Agreement expires due to a breach of contract on Supplier's part, Supplier is obliged to conduct the transfer at its own expense without a separate charge.

Upon expiration of the Agreement, irrespective of the reason for the expiration, the Parties shall return to each other the Material of the other Party on a media to be agreed separately and destroy all possible copies or parts of them except in the case where law or orders of authorities demand its preservation.

15.2 Return of Service charge

Upon expiration of the Agreement, irrespective of the reason of the termination, Supplier shall refund Customer for any service charge paid in advance to the extent that Supplier has not, upon the time of expiration, yet performed the Service corresponding to the service charge.