

Terms of Service - Basware Portal

THESE TERMS OF SERVICE ARE NOT INTENDED TO OVERRIDE THE TERMS OF ANY EXISTING AGREEMENT WHICH YOU MAY HAVE WITH US. TO THE EXTENT THAT THERE IS ANY INCONSISTENCY WITH SUCH AN EXISTING AGREEMENT, THE TERMS OF THE EXISTING AGREEMENT SHALL APPLY.

These Terms of Service (**Terms of Service**) are applicable to users of the Basware Portal as well as the entity or organization they represent (**User**). By using or otherwise accessing the Basware Portal, or any component thereof, in any manner whatsoever, the User agrees to be bound by and comply with the terms and conditions of these Terms of Service.

1 BASWARE PORTAL

- 1.1 Basware Corporation, Linnoitustie 2, (P.O. Box 97), FI-02601 Espoo, Finland, and its affiliates (**Basware**) has developed certain software applications and invoice automation platforms which it makes available to subscribers via the internet. In connection with the use of the Basware software applications and invoice automation platforms, the Users may be provided with an access to an online portal (**Basware Portal**). Basware Portal enables electronic transactions between a supplier and a buyer. These Terms of Service do not relate to or affect any contract between the User, and any buying or supplying organization.
- 1.2 Basware grants the User a non-exclusive, nontransferable, royalty-free right during the term of these Terms of Service to access and use the Basware Portal for its internal business purposes in accordance with these Terms of Service. Subject to the limited rights expressly granted hereunder, Basware reserves all rights, title and interest in and to the Basware Portal, including all its related intellectual property rights. Basware may update, enhance, and modify the Basware Portal from time-to-time.
- 1.3 Rights granted herein do not permit the User to (i) copy the Basware Portal; (ii) use the Basware Portal except in connection with the issue and receipt of Electronic Documentation; (iii) sub-license or grant to any third party any right to use or gain access to the Basware Portal, or (iv) access or attempt to access any part of the Basware Portal which Basware has not given the User the right to access.
- 1.4 Basware has the right to modify, limit, suspend or terminate the User's access to or use of the Basware Portal if the User breaches the Terms of Service or if Basware deems that the User's access to or use of the Basware Portal presents a legal, security or business risk to Basware, the Basware Portal or any of Basware's customers.
- 1.5 Basware is entitled to interrupt the delivery of the Basware Portal if it is necessary due to technical reasons concerning the delivery of Basware Portal. Basware will use commercially reasonable efforts so that the interruption lasts only for a short time and it will cause as little harm as possible.
- 1.6 Basware may change, suspend, or terminate any aspect of the Basware Portal, including, but not limited to, content, features or hours of availability. Basware may also impose limits on certain features of the Basware Portal or restrict the User's access to part or all of the Basware Portal without notice.

2 OBLIGATIONS

- 2.1 To access the Basware Portal, the User must register for an account. When registering for an account, the User will be required to provide certain information, including name of the entity or organization represented and email address. the User agrees that the registration

information provided to Basware is accurate and kept accurate and up-to-date at all times. User is responsible for maintaining the confidentiality of its account and password, and accepts responsibility for all activities that occur under its account.

- 2.2 The User shall ensure that its network and systems comply with the relevant specifications provided by Basware from time to time; and be solely responsible for procuring and maintaining its IT systems and network connections.
- 2.3 The User shall be responsible for backing up and storing the User Data.
- 2.4 The User shall be liable for data provided or transmitted by it to the Basware Portal. Furthermore, the User has full responsibility of the User Data and data transmitted through the Basware Portal, including but not limited to non-interference with the technical operation of the Basware Portal (such as malicious code, viruses, computer intrusions, infringements, and illegal tampering of data), non-infringement of third-party copyrights and compliance with the applicable laws or regulations.

3 IDENTIFICATION INFORMATION FOR USE OF THE BASWARE PORTAL

- 3.1 Basware shall assign user identifiers, numbers, addresses and other such identification to be used by the User (**Identification Information**) in using the Basware Portal. Basware is entitled to change the Identification Information, if required for regulatory or technical reasons.
- 3.2 The User is responsible for making sure that the Identification Information is kept confidential. The User is responsible for any use or possible misuse of User's Identification Information. In the event that a third party has illegally attained the possession of Identification Information of the User, the User shall inform Basware immediately thereof. Basware is entitled to close the account with immediate effect after having received the above-mentioned information.
- 3.3 Identification Information may be used also in national and international listings (e.g. PEPPOL) for the benefit of accelerating the use of e-invoicing services by the User. For this purpose, Basware is entitled to draw up a register of non-confidential Identification Information of e-invoicing address details of the User (excluding any sensitive or confidential information or user identifier) and the User contact persons to promote electronic invoicing, and to publish such data in a written or electronic list.

4 USER DATA

- 4.1 For purposes of this Terms of Service user data shall mean the any data stored or otherwise provided by the User or Basware on User's behalf for the purpose of using the Basware Portal or facilitating the User's use of the Basware Portal as well as data generated by the Basware Portal based on the User's input (**User Data**). User Data shall not include usernames, other names and addresses allocated in the Basware Portal for the User and any parameters entered into the Basware Portal by Basware, which are considered to be Identification Information.
- 4.2 The User shall own all rights, title and interest in and to all of the User Data and shall have sole responsibility for such User Data.
- 4.3 The User shall provide Basware the User Data requested by it that is necessary for the delivery and operation of the Basware Portal. The User shall be responsible to inform its contact persons that their contact information and possibly other identifiable information included in the User Data is disclosed to Basware and obtain appropriate consents where necessary.
- 4.4 Basware is entitled to use the User Data for the purpose of analyzing and improving its services.

5 CONFIDENTIALITY

- 5.1 In connection with the Basware Portal, the parties and their respective affiliates may disclose to each other non-public information relating to their business, technical, financial or pricing information, and information which is marked as confidential or that reasonably should be considered as confidential (**Confidential Information**). Confidential Information does not include any information that i) is or becomes generally known to the public without breach of any obligation owed to the discloser, ii) was known to the recipient prior to its disclosure by the discloser without breach of any obligation owed to the discloser, iii) is received from a third party without breach of any obligation owed to the discloser, or iv) was independently developed by the recipient.
- 5.2 Recipient agrees to hold discloser's Confidential Information in confidence, to use it only for purposes consistent with the Terms of Service, and not to disclose it to any third party. Recipient may disclose Confidential Information only to those of its own, its affiliates and its subcontractors', directors, employees and advisors who need that access for purposes consistent with the Terms of Service and who are required to protect it against unauthorized disclosure in a manner no less protective than reasonable degree of care. Recipient may also disclose discloser's Confidential Information in any legal proceeding or to a governmental entity as required by law.

6 PRIVACY

- 6.1 To the extent the User requires Basware to process any information relating to an identified or identifiable natural person on User's behalf, in connection with and for the purpose of the delivery and operation of the Basware Portal (**Personal Data**), the User and Basware shall comply with the present data privacy conditions and the data protection laws as far as they apply to either party's operations. Personal Data mainly includes, as determined and controlled by the User, without being exhaustive, business contact data such as name, title, business (email/physical) address and telephone number of the User's and the User's trading partners' individual representatives in the User Data that is processed through the Basware Portal. The User shall be the sole controller for the Personal Data pursuant to the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Regulation) and/or any applicable national data protection law.
- 6.2 The User instructions are exhaustively defined as the processing of the Personal Data in the framework of the User's use of the Basware Portal, as may further be detailed in the related Basware Portal service description. Basware is the processor pursuant to the Regulation and shall ensure that its related employees process the Personal Data exclusively on the User's behalf, as is necessary for Basware to deliver and operate the Basware Portal, unless as far as required by applicable law.
- 6.3 To respond to requests from individuals exercising their rights as foreseen in applicable data protection law, the User shall first use the corresponding functions of the Basware Portal. Where this is not possible through the Basware Portal, Basware shall provide reasonable assistance to the User, taking into account the nature of the processing.
- 6.4 Basware shall further provide reasonable assistance to the User in ensuring compliance with the User's data protection obligations as set out in the applicable data protection law, taking into account the nature of the processing and the information available to Basware. The User shall pay an additional reasonable remuneration to Basware for handling such assistance requests.

- 6.5 The Basware employees, authorized to process Personal Data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 6.6 Basware implements and maintains the appropriate technical and organizational security measures to protect the Personal Data within its area of responsibility, in accordance with the applicable data protection law.
- 6.7 On the User's request, Basware shall make available to the User all information reasonably necessary to demonstrate Basware's compliance with its data protection obligations laid down in the present Terms of Service and reasonably allow for and contribute to the User's audits, to the extent required under applicable data protection law. Audits shall be announced in writing two weeks in advance, be carried out during normal business hours and without causing significant disturbances to Basware's operations. Basware shall invoice its related effort and cost to the User.
- 6.8 The User gives its general authorization to allow Basware to involve subprocessors to process Personal Data in connection with the Basware Portal. Basware ensures that its subprocessors are under a data processing agreement with Basware and comply with data processing obligations similar to the ones which apply to Basware under the present Terms of Service. Upon request, Basware shall inform the User of the main subprocessors currently involved. To the extent required under applicable data protection law, in case of later change of these subprocessors, Basware shall notify the User of such change; if the User, after having received the notification, demonstrates that such new subprocessor has breached any applicable data protection law and therefore not be able to support the involvement of that new subprocessor, the User will be entitled to terminate its use of the Basware Portal.
- 6.9 The User agrees that Basware may have Personal Data processed and accessible by its subprocessors outside the User's country of domicile. Basware provides for the necessary appropriate data transfer safeguards to the extent required under applicable data protection law. For that purpose, and notwithstanding anything to the contrary in these Terms of Service, the User authorizes Basware to execute legally foreseen standard data transfer clauses on User's behalf with any subprocessor to the extent necessary for ensuring the required data transfer safeguards.
- 6.10 Within a reasonable time after expiry of the provision of the Basware Portal and to the extent required under applicable data protection law, Basware shall permanently delete the User's Personal Data from its storage media, except to the extent that Basware is under a statutory obligation to continue storing such Personal Data.

7 WARRANTIES

- 7.1 EACH PARTY REPRESENTS THAT IT HAS VALIDLY ENTERED INTO THESE TERMS OF SERVICE AND HAS THE LEGAL POWER TO DO SO.
- 7.2 THE USER REPRESENTS AND WARRANTS TO BASWARE THAT 1) USER HAS OBTAINED AND WILL RETAIN ALL RIGHTS NECESSARY A) TO PROVIDE USER DATA TO BASWARE, B) TO PERMIT BASWARE TO ACCESS AND TRANSMIT ANY SUCH USER DATA, AND C) TO PERMIT BASWARE TO USE SUCH USER DATA FOR THE PURPOSE OF OPERATING THE BASWARE PORTAL AND PROVIDING THE RELATED SERVICES; AND 2) THE USER'S SUBMISSION OF USER DATA TO BASWARE PORTAL DOES NOT RESULT IN A BREACH OF CONTRACT BETWEEN USER AND ANY THIRD PARTY.
- 7.3 EXCEPT AS EXPRESSED PROVIDED IN THESE TERMS OF SERVICE, BASWARE MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE BASWARE PORTAL. BASWARE HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. BASWARE DOES NOT WARRANT THE UNINTERRUPTED, SECURE OR ERROR-FREE OPERATION OF THE PORTAL OR THAT BASWARE IS ABLE TO PREVENT ALL THIRD-PARTY DISRUPTIONS OF THE PORTAL OR THAT BASWARE IS ABLE TO CORRECT ALL ERRORS. THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF THE BASWARE PORTAL IS AT USER'S SOLE RISK AND THAT THE BASWARE PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE."

8 INDEMNIFICATION

- 8.1 Indemnification by the User. The User will defend Basware and against any claim, demand, suit or proceeding made or brought against Basware (1) by a third party alleging that any transaction submitted to the Basware Portal by the User infringes or misappropriates such third party's intellectual property or other rights, or (2) arising from the User's use of any part of the Basware Portal in an unlawful manner or in violation of these Terms of Service and the User will indemnify Basware from any damages, attorney's fees and costs finally awarded against Basware as a result of, or for any amounts paid by Basware under a settlement the User approves in writing of, a claim.
- 8.2 Indemnification by Basware. Basware will defend User against any claim, demand, suit or proceeding made or brought against the User by a third party alleging that the Basware Portal infringes such third party's intellectual property rights, and will indemnify the User from any damages, attorney's fees and costs finally awarded against the User as a result of, or for amounts paid by User under a settlement that Basware approves in writing of, a claim. The above defense and indemnification obligations do not apply if the claim arises from the User's use of the Basware Portal in violation of these Terms of Service.

9 LIMITATION OF LIABILITY

- 9.1 EXCEPT WHEN DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BASWARE, BASWARE WILL NOT BE LIABLE TO ANY USER OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY, DATA OR GOODWILL, ANY BUSINESS INTERRUPTION, ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ANY INTEREST PAYABLE TO THIRD PARTIES OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE, HOWEVER CAUSED. EXCEPT WHEN DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BASWARE, IN NO EVENT SHALL BASWARE'S TOTAL LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE OR THE USE OF THE BASWARE PORTAL, WITH REGARDS TO A PARTICULAR USER, EXCEED THE TOTAL AMOUNT OF EUR 1,000. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS ARISING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10 TERMINATION

- 10.1 Basware shall have the right to immediately terminate User's use of the Basware Portal in the event of a breach by the User of the Terms of Service.
- 10.2 Basware may terminate the User's use of the Basware Portal for any other reason with thirty (30) days' notice.

11 APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1 These Terms of Service shall be governed by the laws of the country of incorporation of Basware Corporation without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any dispute, controversy or claim arising out of or in connection with these terms, or the breach, termination, or

invalidity thereof, shall be finally settled in local competent courts in the country of incorporation of Basware Corporation. However, if User is principally domiciled in a country in the Americas, these Terms of Service shall be governed by the laws of state of New York and controlling United States federal law and any dispute shall be subject to the exclusive jurisdiction of the courts located in the state of New York.

- 11.2 Nothing herein shall be deemed to prevent a party from seeking interim injunctive relief or such other relief as may be available subject to applicable law.

12 MISCELLANEOUS

- 12.1 Nothing in these Terms of Service is intended to or shall operate to create a partnership between the parties, or authorize either Basware or the User to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.2 Failure or delay on the part of either Basware or the User to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- 12.3 The User's right to use the Basware Portal is not transferable and may not be assigned without Basware's prior written consent.
- 12.4 If any part of these Terms of Service is held to be invalid or unenforceable such determination shall not invalidate any other provision of these Terms of Service; and the parties shall attempt, through negotiations in good faith, to replace any part of these Terms of Service so held to be invalid or unenforceable. The failure of the parties to reach agreement on the replacement provision shall not affect the validity of the remaining part of these Terms of Service.
- 12.5 Basware may modify these Terms of Service at any time (i) to the extent necessary to comply with applicable laws, (ii) to make immaterial changes or other changes that do not adversely affect the User's rights under the Terms of Service, or (iii) if required by Basware's service providers. In any case of (i), (ii), or (iii), the modified Terms of Service will become effective upon posting. If Basware makes changes to these Terms of Service that materially or adversely affect the User's rights under the Terms of Service, then Basware will notify the User via email that changes to the Terms of Service have been made. If the User does not agree to the changes, then the User must terminate these Terms of Service by notifying Basware thereof. By continuing to use the Basware Portal after the effective date of any modifications to these Terms of Service, the User agrees to be bound by the modified Terms of Service.