

**THESE TERMS AND CONDITIONS** shall apply to the Services provided by the Supplier to the Customer, unless the Parties have made a separate written and signed agreement concerning the Services in question.

## 1. DEFINITIONS

The following capitalized definitions are being used. Other definitions may also be defined in the text.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Terms and conditions"** refer to these terms and conditions and the Schedules as applicable to each ordered Services and setting out general terms and conditions for the Services.

**"Customer"** refers to the company defined as the customer to which the Services are provided.

**"Customer Personal Data"** refers to personal data that the Customer or a User adds to the Service Platform or otherwise delivers to the Supplier (or its subcontractor) under these Terms and conditions.

**"Error"** refers to a deviation from the functionality of the Service Platform with an essential impact on the use of the Service Platform or Services, with due attention given to the system requirements communicated to the Customer by the Supplier or other breach of the Supplier's obligations. Errors are not considered to be Errors if they are caused by the following: a) changes to the Service Platform made by the Customer; b) non-compliance with the Supplier's instructions or the Customer breach of these Terms and conditions; or c) damage caused by the Customer or a third party.

**"Intellectual Property Rights"** refer to copyright related rights (including rights to databases, lists and photographs), patents, utility models, design rights, trademarks, trade names, trade or business secrets, knowhow or any other registered or unregistered intellectual property rights.

**"Party"** refers to the Supplier and the Customer individually (jointly referred to as **"Parties"**).

**"Schedules"** refer to the schedules attached to these Terms and conditions.

**"Service Fees"** refer to the service fees that are charged by the Supplier from the Customer for the use of the Services.

**"Service"** or **"Services"** refer to the services provided by the Supplier to the Customer at any given point in time in accordance with these Terms and conditions.

**"Service Platform"** refers to the technical platform used to provide the Services (Videosync video platform).

**"Supplier"** refers to Flik Helsinki Oy (2920474-4), by whom the Services are provided to the Customer.

**"User(s)"** refers to the Customer and/or another person who has been granted the right to use the Services and/or Service Platform in accordance with these Terms and conditions.

**"Webcast Material"** refers to the visual and/or audiovisual material that may be produced in the Services in connection with the Customer's event and published in the Service Platform or otherwise in connection with the Services.

## 2. OBJECT, PURPOSE, STRUCTURE AND CHANGES

2.1 **Object:** The object of these Terms and conditions is to set out general terms and conditions for the ordering and provision of the Services by the Supplier to the Customer.

2.2 **Purpose:** The purpose of these Terms and conditions is to agree on the responsibilities and obligations of the Parties. The Parties can separately agree on ordering the Services and the details of the Services as set out in clause 3.1 of these Terms and conditions.

2.3 **Structure:** The structure of these Terms and conditions is following:

- 1) These Terms and conditions
  - a. Schedule 1: Data Processing Agreement
  - b. Schedule 2: Subprocessor list

2.4 **Order of precedence:** Any possible separate written agreement between the Parties shall prevail over these Terms and conditions or certain parts of them. In case of intended differences between these Terms and conditions and any of its Schedules, these Terms and conditions shall prevail.

2.5 **Changes to these Terms and conditions:** The Supplier has the right to change these Terms and conditions. The changes come into effect immediately as the Customer accepts them, for example, via email or via a specific ordering system. If the Customer rejects them, any Services that have already been ordered shall be provided in accordance with the Terms and conditions agreed upon by the Customer prior to the rejected version of the terms and conditions. However, technical changes that do not materially affect these Terms and conditions and changes caused by mandatory legislation and regulations by authorities come into effect immediately without the Customer's approval.

### 3. USE OF THE SERVICES

#### Ordering the Services and agreeing on the details of the Services

- 3.1 Persons placing the orders: The Customer warrants and represents that their respective representative(s) who are placing orders for the Services possess full authority and proper authorization to act on behalf of the Customer in ordering the Services and agreeing to these Terms and conditions.
- 3.2 Ordering: The Parties can order the Services and agree on the details of the Services separately, for example, via email or via a specific ordering system. An order has been made upon a Party's acceptance to the other Party's offer.
- 3.3 Tentative orders: Orders made by the Customer are initially considered tentative, granting the Supplier the right to remove them if the Customer does not confirm the order within a period set out below. After the Customer's confirmation, the order is considered binding (see right to cancel binding orders in section 3.4).

If the order has not been confirmed within a period set out below, the order continues to be considered as tentative until the Customer's event for which the Service has been ordered, thus, the Supplier has always the right to remove it.

The Customer can confirm tentative orders within the following periods:

- a) 30 days, if the order has been made more than six months before the Customer's event for which the Service ordered.
  - b) 14 days, if the order has been made more than 60 days before the Customer's event for which the Service has been ordered.
  - c) Three business days, if the order has been made more than 14 days before the Customer's event for which the Service has been ordered.
  - d) 24 hours (meaning hours on a business day) if the order has been made less than seven days before the Customer's event for which the Service has been ordered.
- 3.4 Right to cancel binding orders: The Customer has the right to cancel binding orders under the following terms by sending a written notice to the Supplier:
- a) If the cancellation is made 48 hours (meaning hours on a business day) or less before the Customer's event for which the Service has been ordered, the Customer shall pay 50 % of the Service Fee (cancellation fee).
  - b) If the cancellation is made 24 hours (meaning hours on a business day) or less before the Customer's event for which the Service has been ordered, the Customer shall pay 100 % of the Service Fee (cancellation fee).

In addition to the cancellation fee, the Supplier reserves the right to invoice any possible expenses that have already been incurred, such as, but not limited to, the event location reservation, event structures and event design.

#### User rights

- 3.5 Subject to payment of applicable Service Fees and compliance with these Terms and conditions, the Customer and the Users are granted a limited, non-exclusive, non-transferable and non-sublicensable right to use the Services and the outcome of the Services in the form offered to the Customer by the Supplier from time to time during the validity of these Terms and conditions.
- 3.6 The Customer and the Users may not:
- a) circumvent or attempt to circumvent any usage control or anti-copy features of the Services or Service Platform;
  - b) probe, scan or test the vulnerability of the Services or Service Platform;
  - c) use any data mining, robots, scraping, or similar data gathering or extraction methods;
  - d) use bots or other automated methods to use the Services or Service Platform;
  - e) use, copy, sell, rent, transfer, license, distribute or otherwise provide anybody with the Service Platform or Services, its contents, or parts, except if agreed separately in writing;
  - f) interfere with other Users' use of the Services or Service Platform;
  - g) access the Service Platform except through the interfaces expressly provided by the Supplier;
  - h) use the Services or Service Platform in violation of applicable laws;
  - i) use the Services or Service Platform in breach of these Terms and conditions in ways that violate intellectual property rights, trade secrets or privacy of third parties;
  - j) use the Services or Service Platform for unauthorized, inappropriate or unethical purposes or activities; or
  - k) use the Services or Service Platform to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.
  - l) If the Customer orders Services where the Customer is given a service user account, the Customer shall not give their user account to third parties. The Customer is responsible for

all activities carried out using the Customer's user account in the Services.

- m) The Customer must prevent unauthorized use of their user account and keep the login information secret. The Customer must immediately notify the Supplier if the user account is being used without authorization. The Customer is responsible for any actions conducted on the Service Platform using Users' login information. Customer must immediately inform the Supplier if any User's login information has been used in an unauthorised manner.

#### The Customer's general rights and obligations

- 3.7 The Customer shall follow the instructions related to the use of the Services provided by the Supplier.
- 3.8 The Customer shall inform the Supplier within reasonable time in writing if it detects disturbances or Errors in the Services.
- 3.9 The Customer shall ensure that the Users use the Services in compliance with these Terms and conditions. Misuse of the Services by the Customer or any User may lead to termination of these Terms and conditions or suspension or denial of access to the Services. However, the Supplier must notify the Customer if the Customer and/or the Users are breaching these Terms and conditions and give reasonable time to remedy the situation.
- 3.10 The features and functionalities of the Services and the texts displayed in the Service Platform do not constitute legal or other advice to the Customer or Users with regard to legal and other obligations. The Supplier does not guarantee that the features and functionalities of the Services fulfil the requirements set by the Customer or Users at any point in time, irrespective of whether the functionalities of the Services are used to fulfil statutory or otherwise binding obligations.
- 3.11 The Customer commits to assist the Supplier in planning and producing the content of the Services so that the Supplier can successfully meet its obligations hereunder. The Customer shall provide its response to all drafts, prototypes and comment requests within reasonable time in order for the Supplier to fulfil the requirements of the work schedule. However, the Supplier shall allow the Customer a reasonable time to react to the above-mentioned matters in the work schedule considering the time between the submission of the work order and the execution of the assignment.
- 3.12 The Customer shall provide the Supplier with material and information required for the provision of the Services (for example, presentation material) in the agreed format and in accordance with the agreed work schedule at its own expense. If the Customer does not provide the necessary information or material to the Supplier in accordance with the agreed work schedule, or the approval of the interim

stage of production is delayed due to the Customer, the Parties shall work together to mitigate the impact of the delay.

- 3.13 The Customer shall be responsible for the information, instructions and materials that it gives to the Supplier, including but not limited to regarding the suitability of the Services for Customer's purposes and that using them does not infringe third-party rights.
- 3.14 If the Customer is a publicly listed company, the Customer is liable for the information given to the Supplier being in line with the Securities Markets Act (746/2012, as amended), Limited Liability Companies Act (624/2006, as amended), Financial Supervisory Authority's regulation, Nasdaq Helsinki Oy's reporting standards and other regulations concerning listed companies.
- 3.15 The Customer is solely responsible for ensuring that it has all required data in its possession without undue delay after the Services have been produced, including the Customer Personal Data that the Customer needs in order to comply with its legal obligations and obligations imposed on it by third parties or the Customer itself and all other data the Customer otherwise wants to obtain. In addition, the Customer is responsible for ensuring that the Customer has copied all data it wants to retain before the termination of these Terms and conditions.
- 3.16 The Customer is, at its own expense, responsible for any claims concerning the Supplier and made because the content the Customer publishes in the Service Platform or otherwise in connection with the Services breaches these Terms and conditions. Independent of that stated above, the Supplier always has the right to respond to such claims itself at the Customer's expense, assuming the Supplier has notified the Customer in advance of its intentions to handle the matter itself.
- 3.17 The Customer is responsible for acquiring the equipment and connections needed to use the Service Platform and for their costs, unless otherwise agreed.
- 3.18 The Customer shall provide physical access and other access rights to Customer's event facilities, systems and equipment, when necessary for the Supplier to perform the Services. The Customer is responsible for the functioning connectivity to internet in the Customer's event facilities.
- 3.19 Right to use the Webcast Material: Unless otherwise agreed that the Webcast Material is for the Customer's internal use only, the Parties have the right to distribute the Webcast Material to any of their stakeholders. Thus, the Supplier has the right to distribute and publish the Webcast Material in the distribution channels the Supplier uses at any given time (for example, Inderes' website and mobile application).

#### **4. GENERAL OBLIGATIONS OF THE SUPPLIER**

- 4.1 The Supplier undertakes to ensure that the Services shall be compliant with applicable laws and regulations. However, the Supplier does not guarantee that the Customer's way of using the Services is compliant with applicable laws and regulations. Customer shall be responsible of ensuring it can use the Services in compliance with applicable laws and regulations.
- 4.2 The Supplier undertakes to provide the Services in an independent, proactive, professional and workmanlike manner, in accordance with good industry practice and in accordance with all requirements set out in these Terms and conditions.
- 4.3 The Supplier shall be responsible for tasks agreed to be done by it in these Terms and conditions.
- 4.4 The Supplier shall meet time schedules agreed between the Parties.
- 4.5 The Supplier shall ensure that it has assigned enough properly qualified, educated, and trained personnel to provide the Services to the Customer.
- 4.6 The Supplier is responsible for coordinating work of its subcontractors, including but not limited to ensuring that information and materials delivered by the Customer are delivered to relevant individuals.
- 4.7 The Supplier shall provide the Customer reasonable assistance with preparing necessary documentation, policies and notices related to the Services.
- 4.8 The Supplier shall answer general support requests and enquiries relating to the Services within seven (7) business days after receiving the request or enquiry. Errors and critical enquiries will be handled without undue delay.
- 4.9 The Supplier shall not include in the materials it provides to the Customer any musical works, music or audiovisual material to which the Supplier does not hold all rights without a separate written consent of the Customer.

## 5. WARRANTIES AND CHANGES TO THE SERVICES

- 5.1 The Supplier has the right to make changes to the Services and update the Service Platform without Customer's consent provided that these changes do not negatively affect the features and functionalities of the Services.
- 5.2 The Supplier warrants that the Services shall conform with these Terms and conditions.
- 5.3 The Supplier warrants that it is entitled to enter into these Terms and conditions and grant the rights granted to the Customer hereunder.
- 5.4 Other than specified above, the Supplier provides the Services on a strict 'as is' basis, i.e. with the functionalities available at each time without any warranty of any kind, either expressed or implied, including but not limited to the warranties of availability, non-infringement or fitness for a particular purpose.

## Availability of the Services

- 5.5 The Supplier has the right to interrupt the use or provision of the Services, for example, in the following situations: a) an interruption is necessary to prevent serious risks, b) an interruption is required for serious reasons related to security, c) an interruption is required due to an order issued by authorities, or d) an interruption is necessary in order to carry out emergency maintenance, updates or other changes to the Service Platform.
- 5.6 Interruptions in use or provision of the Services can also take place as a result of incidents related to third-party products, services, software, connections or equipment. The Supplier is not responsible for such incidents concerning third-party products, services, software, connections or equipment or for any service interruptions resulting from them.
- 5.7 In addition, the Service Platform may undergo necessary maintenance, during which the Service Platform will not be available to the Customer or Users. The Supplier strives to schedule normal maintenance breaks to take place outside normal business hours (Mon-Fri 9am-4pm). The Supplier shall ensure that maintenance measures and other interruptions do not cause unreasonable inconvenience regarding the use and/or provision of Services.
- 5.8 The Supplier shall review and take into account maintenance breaks and known interruptions to the Customer when the Parties are preparing the schedule.

## 6. FEES AND PAYMENTS

### Prices

- 6.1 The Parties shall separately agree on the Service Fees applicable to the Services, for example, via email or a specific ordering system. If the Parties have not separately agreed on the Service Fees, the Service Fees shall be the Supplier's general service fees used at the time of ordering the Services.
- 6.2 The Service Fees do not include value added tax. Value added tax and any other possible public charges imposed by authorities are added to the prices in accordance with the regulations valid at any given time.

### Payment and invoicing

- 6.3 The Customer pays the agreed upon Service Fees to the Supplier.
- 6.4 Service Fees for Services that are delivered on a one-off basis (project/event) shall always be invoiced when each project or event has been delivered. The payment term of the invoice is 30 days net.
- 6.5 Service Fees for Services that are delivered on a continuous basis shall be invoiced all at once and due for payment in 30 days from ordering the Services.
- 6.6 NOTWITHSTANDING THE AFORESAID, THE SUPPLIER HAS THE RIGHT TO INVOICE 30 % OF THE ESTIMATED

TOTAL SERVICE FEES IN ADVANCE AS A RESERVATION FEE UPON CUSTOMER'S ACCEPTANCE OF THE SUPPLIER'S OFFER, IF THE TOTAL SERVICE FEES ARE EXPECTED TO EXCEED EUR 30,000.00 (THIRTY THOUSAND). REGARDING SERVICES FALLING BELOW THAT SUM, THE SUPPLIER WITHHOLDS THE RIGHT TO INVOICE ANY THIRD-PARTY OR SUB-PROCESSOR EXPENSES IN ADVANCE.

IF THE CUSTOMER CANCELS A BINDING ORDER AND A PART OF ITS SERVICE FEES HAVE BEEN INVOICED IN ADVANCE, THE SUPPLIER SHALL REFUND ANY ALREADY INVOICED SERVICE FEES THAT EXCEED THE RESERVATION FEE AND ANY OTHER POSSIBLY INCURRED EXPENSES (SEE SECTION 3.4).

- 6.7 Late payments shall accrue interest pursuant to the Finnish Interest Act (633/1982, as amended).
- 6.8 The Supplier can use third party payment services to carry out payment collection.

#### Amendments to the Service Fees

- 6.9 The Supplier reserves the right to annually increase its Service Fees in accordance with the rise in the general level of prices, however, at least by 2.5 % per annum.
- 6.10 Service Fee increases caused by legislation and regulations by authorities or similar come into effect immediately when the increases enter into force.

## **7. CONFIDENTIALITY**

- 7.1 Each Party shall keep confidential all material and information, regardless of whether technical, financial or commercial, received in whatever form from the other Party and marked as confidential, or that should be understood to be confidential ("**Confidential Information**").
- 7.2 A Party shall have the right to:
  - a) use and copy the Confidential Information only for the purposes of these Terms and conditions;
  - b) disclose the Confidential Information only to those of its affiliates and a Party's respective employees and advisors that need to know the Confidential Information for the purposes of these Terms and conditions.
- 7.3 The confidentiality obligations under this section shall not, however, be applied to any material or information:
  - a) that is generally available or otherwise public, other than if it is made generally available or public through a breach of these Terms and conditions by the receiving Party;
  - b) that a Party has rightfully received from a third party who is not bound by a restriction of nondisclosure or confidentiality;
  - c) that was demonstrably in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto;

- d) that a Party has developed independently without using material or information received from the other Party; or
- e) that a Party must disclose pursuant to a law, decree, or other order issued by the authorities or by judicial order.

- 7.4 Each Party shall cease using Confidential Information received from the other Party promptly upon termination of these Terms and conditions, at the end of provision of the Service or when the Party no longer need the Confidential Information in question for the purposes of the Service. Each Party shall, however, be entitled to retain copies required by mandatory laws.
- 7.5 The confidentiality obligations set out in this Section shall survive any termination or expiration of these Terms and conditions and shall remain in force during the term of these Terms and conditions and for a period of five (5) years from the termination or expiry of these Terms and conditions.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property Rights related to the Services are owned by the Supplier and/or its licensors, including but not limited to source code and other code, instructions, documents, and all other material related to the Services and Supplier's other services.
- 8.2 No Intellectual Property Rights of the Supplier and/or its licensors are assigned or licensed to the Customer under these Terms and conditions, unless otherwise specifically agreed upon in these Terms and conditions.
- 10.3 All Intellectual Property Rights and other rights to anonymous usage and statistics data created during the Customer's and Users' use of the Services are owned by the Supplier.

## **9. VALIDITY AND TERMINATION**

- 9.1 These Terms and conditions shall remain in force for as long as the Customer uses the Services, the Service Fees are paid to the Supplier and the Parties have not made a separate written and signed agreement concerning the Services. The sections of these Terms and conditions that, by nature, are meant to survive the termination shall remain in force even after the termination.
- 9.2 However, either Party shall at any time be entitled to terminate these Terms and conditions with immediate effect after thirty (30) days from sending a written notice to the other Party in the event of a material breach by the other Party of its obligations, which the other Party fails to remedy within that time.
- 9.3 Also, either Party shall at any time be entitled to terminate these Terms and conditions with immediate effect upon written notice to the other

Party in the event of insolvency event of the other Party (bankruptcy or corporate restructuring).

- 9.4 Regardless of the reason for termination, the termination does not exempt the Customer from the obligation to pay all Service Fees that have become due or for which the basis of payment has emerged before the date of termination.
- 9.5 At the termination of these Terms and conditions, all delivered items for which the Customer has yet to pay the Supplier fall due for immediate payment. In case the termination is due reason attributable to the Supplier and the Customer has pre-paid any Service Fees for undelivered Services, the Customer has right to receive pro-rata refund of the Service Fees paid for the undelivered Services.

## 10. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1 NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL OR IMPLIED DAMAGES, FOR EXAMPLE, LOST RETURNS, UNACHIEVED PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR OTHER DAMAGES CAUSED BY LOSS OR DECREASE OF REVENUE.
- 10.2 THE SUPPLIER IS NOT LIABLE OR RESPONSIBLE FOR ANY THIRD-PARTY DEMANDS ARISING FROM THE CUSTOMER DISPLAYING, COPYING, OR MODIFYING THIRD-PARTY MATERIALS IN THE SERVICE PLATFORM, IN CONNECTION WITH THE SERVICES, OR IN ANY OTHER WAY USING THE SERVICES IN BREACH OF THESE TERMS AND CONDITIONS. INDEPENDENT OF THE ABOVE, THE SUPPLIER ALWAYS HAS THE RIGHT TO RESPOND TO SUCH CLAIMS ON ITS OWN AT THE CUSTOMER'S EXPENSE, ASSUMING THAT THE SUPPLIER HAS NOTIFIED THE CUSTOMER IN ADVANCE OF ITS INTENTIONS TO HANDLE THE MATTER ITSELF.
- 10.3 UNDER NO CIRCUMSTANCES SHALL A PARTY BE LIABLE FOR ANY REGULATORY FEES OR FINES THAT MAY BE INCURRED BY THE OTHER PARTY.
- 10.4 IN THE EVENT OF ERRORS, OMISSIONS, OR DELAYS, THE SUPPLIER IS ENTITLED TO BE THE FIRST TO REMEDY THE SITUATION. WHERE A PRICE REDUCTION IS JUSTIFIED, THE FEE SHALL BE REDUCED IN PROPORTION TO THE PROVEN DAMAGE SUFFERED BY THE CUSTOMER.
- 10.5 THE PARTIES ARE LIABLE ONLY FOR DIRECT DAMAGES CAUSED TO THE OTHER PARTY BY MATERIAL BREACHES OF THESE TERMS AND CONDITIONS. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER UNDER THESE TERMS AND CONDITIONS WITHIN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 10.6 THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION SHALL NOT APPLY TO (I) CLAIMS CONCERNING THE BREACH OF SECTION 8 (INTELLECTUAL PROPERTY RIGHTS), (II) LOSSES OR

DAMAGES CAUSED BY A BREACH OF THIRD-PARTY RIGHTS, OR (III) LOSSES OR DAMAGES INCURRED AS A RESULT OF THE OTHER PARTY'S INTENTIONAL ACTION(S), WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

## 11. ASSIGNMENT

- 11.1 The Parties shall not be entitled to assign any of its rights or obligations hereunder in whole or part without the other Party's prior consent.
- 11.2 Notwithstanding the aforesaid, the Supplier shall have the right to assign or transfer the Agreement, and any of its rights or obligations under the Agreement, in whole or in part, without the prior consent of the Customer to any Affiliate of the Supplier or to a third party acquiring all or substantially all of the assets of the business which the Agreement pertains to.

## 12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 Finnish law is applied to these Terms and conditions, apart for regulations concerning conflict of laws.
- 12.2 The Parties seek to resolve any possible disputes in amicable negotiations. If the negotiations do not lead to settlement within 30 days of the date the dispute first arose, any dispute, controversy or claim arising out of or relating to these Terms and conditions, 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. The language of the arbitration shall be Finnish. However, evidence may also be submitted in English. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one (1).

## 13. REFERENCE RIGHT

- 13.1 The Supplier has the right to use the Customer's name and logo as a reference for promotional purposes after it has received a written consent from the Customer. However, these Terms and conditions shall not be deemed as such consent.
- 13.2 However, any distribution of content or material in connection with the Services (for example, distributing webcast or audiocast material) by the Supplier shall be deemed acceptable and not seen as using the Customer's name and logo as a reference for promotional purposes, unless otherwise agreed.

## 14. FORCE MAJEURE

- 14.1 A strike, bomb, fire, fire alarm, water damage, natural catastrophe, telecommunications failure (for example, failure in services provided by Google), power outage, prolonged break-down of transport, order of an authority or any other force majeure independent of a Party shall release the Party from fulfilling its obligations regarding these Terms and

conditions until the prerequisites of fulfilling their obligations have been reconstituted. A force majeure faced by the Party's subcontractor also releases the Party from any responsibility.

14.2 The Party facing the force majeure is obliged to notify about it in writing without undue delay to the other Party.

14.3 Both Parties have the right to terminate this Terms and conditions if fulfilling it due to a continued force majeure is delayed by more than thirty (30) days.

## **15. SEVERANCE**

15.1 If any provision of these Terms and conditions is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the remaining provisions of these Terms and conditions shall remain in full force and effect.

## Schedule 1: Data Processing Agreement

- 1.1 In order to provide, maintain and develop the Services, the Supplier processes the Customer Personal Data on behalf of the Customer as data processor. The Supplier has the right to show the Customer Personal Data in the Services where it is part of the Services. The Customer shall be considered as data controller for such personal data processed by the Supplier on behalf of the Customer in connection with the provision of the Services. The Customer is responsible for the Customer Personal Data being available for legal use for purposes outlined in these Terms and conditions.
- 1.2 The Customer is responsible for ensuring that the Customer, or the persons acting on behalf of the Customer, process the Customer Personal Data in accordance with the applicable acts, decrees and directives on personal data.
- 1.3 The Customer is the data controller of the Customer Personal Data, and the Supplier processes such Customer Personal Data on behalf of the Customer as data processor. Each Party shall comply with the data protection and privacy obligations set out in the applicable laws, to the extent relevant and applicable to the Party's role in the processing of the Customer Personal Data.
- 1.4 In case the Supplier processes the Customer Personal Data on behalf of the Customer, the following terms shall apply:
  - a) The Supplier shall process the Customer Personal Data only in accordance with the terms of these Terms and conditions and any lawful, reasonable and documented instructions reasonably given by the Customer from time to time.
  - b) The Customer's instructions must be commercially reasonable, compliant with applicable data protection laws and consistent with these Terms and conditions. In case the Supplier detects that any instruction given by the Customer is non-compliant with European Union or member state law to which the Supplier is subject, the Supplier shall not be obliged to comply with such instruction and shall inform the Customer of that legal requirement.
  - c) The Supplier shall ensure that the Supplier's employees or other persons authorized to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
  - d) To respond to requests from individuals exercising their rights as foreseen in applicable data protection law, such as the right of access and the right to rectification or erasure, the Supplier shall provide the Customer with commercially reasonable assistance, without undue delay, taking into account the nature of the processing.
  - e) Taking into account the nature of processing and the information available to the Supplier, the Supplier reasonably assists the Customer in ensuring compliance with the obligations set out in Articles 32 to 36 of the EU General Data Protection Regulation (2016/679) ("**Regulation**"), including the Customer's obligations to perform security and data protection impact assessments, breach notifications and prior consultations of the competent supervisory authority.
  - f) The Supplier makes available to the Customer, at the Customer's request, information necessary to demonstrate compliance with the Regulation.
  - g) The Customer acknowledges that due to the nature of the Services, the Supplier cannot control and has no obligation to verify personal data the Customer submit to the Supplier for processing on behalf of the Customer. The Customer acknowledges that it shall be responsible for having a legal ground to process the Customer Personal Data submitted to the Supplier for processing on behalf of the Customer. Further, the Customer is responsible for its lawful collection, processing and use of the Customer Personal Data submitted to the Supplier for processing on behalf of the Customer, and for the accuracy thereof, as well as for preserving the rights of the individuals concerned. The Customer shall ensure that the relevant data subjects have been informed of and have given their consent to the processing as required by applicable data protection legislation.
  - h) The Customer gives a general authorization to the Supplier to use subprocessors for the processing of the Customer Personal Data for the provision and use of the Services.
  - i) The Supplier shall carefully select its subprocessors with the diligence of a professional service provider. The Supplier ensures that the involved subprocessors are properly qualified and comply with data processing obligations equivalent to the ones which apply to the Supplier under these Terms and conditions.
  - j) List of current subprocessors has been annexed to these Terms and conditions. The Supplier may change its subprocessors by informing the Customer thereof in advance. In case the Customer objects such change of subprocessor on reasonable grounds, the Customer has the right to request change of the subprocessor. If the Customer objects, the Supplier will take reasonable measures to mitigate the situation. If the Supplier cannot change the subprocessor the Customer has objected to, either Party shall have the right to terminate these Terms and conditions with immediate effect. The Customer has the right to object the change of subprocessors in writing (for example by e-mail) and based on reasonable grounds for ten (10) days after receiving a notice (for example an e-mail) about the change of subprocessors.



- k) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Supplier's processing, the Supplier shall implement and maintain appropriate technical and organizational security measures in order to safeguard personal data against unauthorized or unlawful processing and damage, and in particular against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Customer Personal Data.
- l) The Supplier processes the Customer Personal Data mainly within the European Economic Area ("EEA"), but the Customer accepts that the Supplier may have the Customer Personal Data processed and accessible by the Supplier or its subprocessors outside the Customer's country of domicile or the EEA to provide the Services. In case the processing is subject to any EU data protection law and personal data is transferred from the EEA for processing in any country outside the EEA that is not recognized by the European Commission as providing an adequate level of protection for the Customer Personal Data, the Customer authorizes the Supplier to enter, on behalf of the Customer, into the standard contractual clauses adopted or approved by the European Commission applicable to processing outside the EEA and/or Supplier shall provide for other appropriate and necessary safeguard for the protection of the Customer Personal Data transferred outside the EEA as set out in the Regulation.
- m) The Customer or an auditor appointed by the Customer shall have the right to audit and inspect, not more than once in every calendar year, the Customer Personal Data processing activities of Supplier under these Terms and conditions to examine the compliance of the Supplier with the Regulation. The Customer shall bear all costs for any such audit. Where an audit may lead to the disclosure of business or trade secrets of Supplier or threaten intellectual property rights of the Supplier, the Customer shall employ an independent auditor, that is not a competitor of the Supplier, to carry out the audit, and the auditor shall agree to be bound to confidentiality to the Supplier's benefit.
- n) The Supplier shall, without undue delay after having become aware of it, inform the Customer in writing about any data breaches relating to the Customer Personal Data ("**Breach**"). The Supplier's notification about the Breach to the Customer shall include at least the following: i) description of the nature of the Breach; ii) name and contact details of Supplier's contact point where more information can be obtained; iii) description of the likely consequences of the Breach iv) description of the measures taken by the Supplier to address the Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- o) The Supplier deletes the Customer Personal Data processed on behalf of the Customer within reasonable time from the end of the provision of the Services or as may be further specified separately, for example by e-mail.

**Schedule 2: Subprocessor list**

**Subprocessors in the event service:**

Subprocessor	Purpose of Subprocessing	Data categories processed	Data location
Amazon Web Services 38 Avenue John F. Kennedy, Luxembourg 1855, Luxembourg (Amazon Web Services EMEA SARL)	Hosting of Videosync (EC2, ECS), video data storage (S3), CDN (Cloudfront), transactional registration emails (SES).	Video files & video metadata, IP-addresses, e-mail addresses	EU
Nice People at Work Carrer Roc Boronat, 23 Barcelona, 08005	NPAW Suite video analytics service collects IP-addresses and video viewing analytics.	IP-addresses, video viewing analytics, Videosync registration user id	EU
Datadog 620 8 <sup>th</sup> Ave 45 <sup>th</sup> Floor, New York, NY 10018 USA	Server monitoring and collection of access and application logs	IP-addresses, user ids	EU
MongoDB Limited / Mongoddb Atlas Building 2 Number One Ballsbridge, Shelbourne Rd, Ballsbridge, Dublin 4, D04 Y3X9, Ireland	Database hosting	Ip-addresses, all registration data that the event viewer gives in the Videosync event registration form (for example name, email, phone number).  This applies only if the registration feature has been enabled. The fields are customizable, allowing the event organizer to also add other information requests in the Videosync form, for example, regarding the event participants' possible dietary restrictions. However, the Supplier does not recommend this, and this shall be done only on the Customer's request.	EU

**Optional event service components/features and their subprocessors:**

Subprocessor	Component/feature	Purpose of Subprocessing	Data categories processed	Data location
TurboBridge 4905 Del Ray Avenue, Suite 300 Bethesda, MD 20814-2558	Teleconference service	Turbobridge provides a teleconference bridge for Videosync teleconferences.	Ip-addresses, name, company name, audio recording, phone number of users calling to teleconference	US (EU SCC used)
Daily 548 Market St Suite 39113 SAN FRANCISCO, California 94104	Breakout rooms, Web studio, General Meeting talkback	Provides real-time communication technology for Videosync Breakout rooms, Web-studio and General Meeting talkback	Ip-addresses and names of users that are connecting to breakout room, web studio or General Meeting talkback	US (EU SCC used. Also, Daily has certified under the EU-U.S. Data Privacy Framework)
TalkJS Bogert 1, 5612LX Eindhoven, Netherlands	1-to-1 chat	Provides 1-to-1 chat functionality to events where viewers can chat with each other. 1-to-1 chat is not enabled by default.	Ip-addresses and names of users that send 1-to-1 messages.	EU