

General Terms and Conditions for Unifaun OY products

February 2012

1. GENERAL

- 1.1. These General Terms and Conditions are part of the agreement "the Agreement" entered into between Unifaun OY, Business ID 2304024-0 ("Unifaun OY"), and the other party ("the Customer") who has purchased or ordered, or is expected to purchase or order, the Product (according to the definition below) from Unifaun OY.
- 1.2. By signing the separate agreement document and/or ordering the Product from www.unifaun.com or www.unifaun.fi and/or making payment to Unifaun OY the Customer confirms that he/she accepts these General Terms and Conditions.
- 1.3. These General Terms and Conditions apply unless anything otherwise has been agreed in writing between the Parties.
- 1.4. "The Product" is understood to mean software, online services, computer media, support and instructions developed or supplied by the Swedish company Unifaun AB, Swedish corporate identification number 556608-1716. Unifaun AB has granted Unifaun OY the right to market and, in return for remuneration, grant usage rights to and distribute Products within Finland directly to Customers with a legal residence or headquarters in Finland. No other contractual relationship shall be deemed to have arisen between Unifaun AB and the Customer as a result of these General Terms and Conditions or the Customer's other agreements with Unifaun OY.

2. TERM OF THE AGREEMENT

- 2.1. This Agreement shall remain in force until further notice from the date the Product is ordered or the separate agreement document that refers to these General Terms and Conditions is signed.
- 2.2. The Customer has the right to cancel the Agreement at one month's notice. Notice shall be given in writing. Any written cancellation must be received by Unifaun OY at least one month before the start of the subsequent chargeable period. If the cancellation is received later than that date, Unifaun OY shall have the right to charge the Customer for a further period.
- 2.3. Provisions concerning cancellation with immediate effect can be found in paragraph 17 below.

3. LICENCE

- 3.1. By this Agreement, Unifaun OY further grants the Customer a non-exclusive, non-transferable right to use the Product for his/her own use in accordance with the terms stated in the Agreement.

4. DELIVERY AND INSTALLATION

- 4.1. The Product shall be delivered to the Customer's most recently stated address. Delivery shall be considered to have taken place when the Customer has received the Product, at which point the risk for the Product passes to the Customer. Unless otherwise agreed, the Customer is responsible for the installation of the Product.
- 4.2. Products that are not installed locally on the Customer's premises shall be available within a reasonable time once Unifaun OY has approved the order or the separate agreement concerning the ordering of the Product has been signed by the Customer and the original has been made available to Unifaun OY.

5. SUPPORT

- 5.1. The Customer shall be offered support via telephone, e-mail, support webpages and user forums.
- 5.2. Support shall be made available from September to May within 24 hours, and from June to August within 48 hours, calculated from the time Unifaun OY receives the request for support from the Customer. Support shall be available on normal work days between 8 a.m. and 5 p.m. CET. Unifaun OY reserves the right to defer, discontinue and/or interrupt telephone support requested at other times or that extends beyond those times. Unifaun OY reserves the right to make reasonable changes to the opening times, contact information, etc. Any such changes shall be stated on Unifaun's website, www.unifaun.com or Unifaun OY's website, www.unifaun.fi or at another location that can be notified to the Customer in writing.

6. UPGRADES

- 6.1. "Upgrades" in this paragraph 6 refers to both minor improvements to the Product (so-called bug fixes) as well as the provision of new versions of the Product with a higher version number providing larger changes, e.g. new or improved functionality or handling.
 - 6.2. Unifaun OY shall have the right but not the obligation to have Products not installed locally on the Customer's premises upgraded on an ongoing basis during the period of the agreement and without prior notification to the Customer.
 - 6.3. In the case of locally installed Products, Unifaun OY shall regularly supply upgraded versions at the request of the Customer. It is the responsibility of the Customer to ensure that the locally installed Product is upgraded at the request of Unifaun OY. The Customer is responsible for the installation of any local upgrades. Unifaun OY undertakes to provide assistance with any such installation on the request of the Customer, but reserves the right to demand remuneration in accordance with the hourly rates applicable at any one time.
 - 6.4. Unifaun OY shall endeavour so far as possible to ensure that support for different carriers is provided. As individual carriers create new services and change their existing services and Unifaun OY receives information about such changes, Unifaun OY shall endeavour to ensure that support for these is created. However, Unifaun OY cannot guarantee that all changes and/or services shall at all times be supported by the Product. Under certain circumstances certain services from certain carriers may not be supported by the Product, even though Unifaun OY may have stated in marketing material or elsewhere that the Product has support for that particular carrier. It is therefore the responsibility of the Customer to periodically check that the ordered Product supports the desired services.
 - 6.5. In the event of upgrades, Unifaun OY shall have the right but not the obligation to make use of encryption technology with a view to providing secure handling at the time of the upgrade. In such a case it is the responsibility of the Customer to ensure that his/her computer system can handle such technology.
7. EDI COMMUNICATION
- 7.1. Some versions of the Product contain functionality to support EDI communication in certain versions of the Product. Unifaun OY shall have the option of increasing or withdrawing support for EDI communication to specific carriers if changes to requirements from carriers or others make this necessary.
 - 7.2. In order to send EDI messages the Customer must have fulfilled the relevant requirements regarding communication channels for EDI, usually an Internet connection. In addition the Customer must where appropriate have signed an agreement regarding EDI communication with the relevant carrier. It is the responsibility of the Customer to at all times obtain the approval of the carrier to use EDI communication and labels before using the Product.
 - 7.3. The Customer shall bear any cost for EDI communication that may be charged by the provider of the Customer's communication channel, the carrier or another party receiving the communication.
8. FURTHER DEVELOPMENT
- 8.1. Unifaun OY undertakes to, either directly or through another party, ensure that the customer receives any further developments of the Product that the Customer may request, to a reasonable extent and in exchange for remuneration appropriate based on market rates. Unifaun OY shall have the right to refuse such work if it may jeopardise the functionality, stability or security of the Product, or if such work should be particularly work-intensive or entail a particularly high cost for Unifaun OY or a third party. In relation to the Customer, Unifaun OY shall decide how such further development work may in practice be carried out and what actual changes to the Product shall be made in connection with same. Unifaun OY is not obliged to provide any development work without a written purchase order from the Customer.
9. SECURITY AND CONTROL SYSTEMS
- 9.1. Unifaun OY is responsible for ensuring that the security and control systems necessary to prevent unauthorised or otherwise erroneous transactions are established. Unifaun OY shall not assume responsibility for unauthorised or otherwise erroneous transactions made using the Product. The Customer shall indemnify Unifaun OY for any claims from third parties in connection with erroneous or unauthorised transactions made using the Product. In this regard, damages that may arise for Unifaun AB shall also be considered.
 - 9.2. In all contact with Unifaun OY with reference to the Agreement the Customer shall be prepared on request from Unifaun OY to state his/her customer number and any password and provide accurate information about his/her computer system and its underlying structure, any interruption of service the Customer may be experiencing and what affect such interruptions of service may have on the Customer's business in general. The customer number

and any password must only be used by the Customer. The Customer is responsible for ensuring that any login information is securely stored so that unauthorised individuals cannot access it. The Customer shall immediately notify Unifaun OY if the login information is lost, disclosed, or becomes known to a third party, or if the Customer otherwise suspects that it is being misused.

- 9.3. With respect to functionality within the Product, in the event that said Product is based on handling information from the Customer's own system, this information shall at the expense of the Customer be created and be made available to the Product in the format stated by Unifaun OY. Information about data formats can be found at www.unifaunonline.fi. If the format of the information provided for the Product is not in accordance with Unifaun OY's stated format, the function cannot be guaranteed. It is the responsibility of the Customer to adapt his/her computer system in the event that file specifications are changed as a result of changes made by carriers.

10. THE CUSTOMER'S COMPUTER ENVIRONMENT

- 10.1. The Agreement presupposes that the Customer has at all times the technical equipment necessary to be able to use the Product normally.
- 10.2. At the time of delivery, installation or further development that Unifaun OY has been commissioned to carry out for the Customer, it is the responsibility of the Customer to ensure that Unifaun OY or third party has access to the premises, hardware and software, information and anything else necessary for the completion of the task.

11. PAYMENT

- 11.1. The Customer shall pay Unifaun OY a Licence Fee for the use of the Product. Unless expressly agreed between the Parties the Licence Fee shall be in accordance with Unifaun OY's price list applicable at any one time. Statutory value-added tax and other general taxes or fees and any delivery charge will be added to the Licence Fee.
- 11.2. The Licence Fee shall be paid on receipt of an invoice, which must be paid within 14 days of the invoice date. If there is a delay in payment, late-payment interest shall be charged at an annual interest rate equivalent to the reference rate applied by Finlands Bank (the central bank of Finland) at any one time, plus seven per cent.
- 11.3. The Licence Fee does not cover the cost of materials, travel, accommodation or other similar costs concerning Unifaun OY personnel. Unifaun OY is entitled to periodically invoice such costs, for which the same invoicing principles shall be applied as for the Licence Fee.
- 11.4. Unifaun OY shall have the right but not the obligation to alter the Licence Fee each calendar year. Unifaun OY shall inform the Customer about any such alteration well in advance of the change coming into force. Information about any coming alteration shall be issued in accordance with paragraph 21. If, within 14 days of such information being issued, the Customer informs Unifaun OY in writing that he/she does not agree with the alteration, the Agreement shall be cancelled with effect from the date one month after the date on which the alteration would have come into force. The previous Licence Fee shall continue to apply during the notice period. If the Customer provides Unifaun OY with no such written notification, the Customer shall be considered to have accepted the new Licence Fee.
- 11.5. Unifaun OY shall not repay any fees to the Customer. This shall also apply to any unutilised part of a Licence Fee.

12. RIGHTS

- 12.1. Copyright and other rights to the Product and any result of a service carried out by Unifaun OY or Unifaun AB concerning the Product shall fall to Unifaun AB. The Agreement does not signify that the Customer receives any right other than the right of use stated in the Agreement, neither does the Agreement signify that copies of the Product will be transferred to the Customer.
- 12.2. The right of ownership to any developments – whether protected by copyright or not – of the Product that arise in connection with the fulfilment of the Agreement shall fall to Unifaun AB and shall be considered covered by the Agreement. However, the Customer shall have the right to freely utilise such developments during the period the Agreement remains in force.
- 12.3. To the extent that the right of ownership to copyright-protected development of the Product, in accordance with Swedish law or another country's law (notwithstanding that which is stated in the previous point), shall be deemed to fall to the Customer, Unifaun OY shall be given the opportunity to use the development in its activities at no cost and to further grant such opportunity to Unifaun AB. Unifaun OY shall also have priority over any third parties to acquire the development by agreement with the Customer.

- 12.4. Any information about copyright or any other text about the right of ownership to the Product must not be altered or removed and shall be made clearly visible in the event of any duplication of the Product. The same applies to any corresponding text on all possible documentation that Unifaun may supply.

13. WARRANTY

- 13.1. Unifaun OY warrants that the Product shall comply with the specifications stated in the Agreement where appropriate during a period of one (1) month from the date of delivery. Information stated in product information sheets for Unifaun AB's and Unifaun OY's products and services are not covered by the Agreement, as such product information sheets are subject to ongoing revision and therefore often become out of date.
- 13.2. Unifaun OY cannot warrant that the Product is entirely free from minor software errors, so-called bugs. The Customer understands and accepts that such freedom from software errors cannot be achieved within the software industry. Furthermore, the Customer accepts that the Product or functions of the Product may for various reasons sometimes be unavailable. Unifaun OY undertakes to ensure that such faults are rectified as quickly as possible in the event of such downtime.
- 13.3. Should the Customer find that the Product does not fulfil the function that the Customer expects, the Customer shall contact Unifaun OY immediately. The Customer shall on request provide documentation to Unifaun OY and/or be able to demonstrate such non-compliance.
- 13.4. In the event of non-compliance from the above-stated warranty, Unifaun OY shall on receipt of a complaint ensure the non-compliance is rectified within a space of time appropriate to the circumstances. The rectification may take place by means of correction of the error or by means of measures to circumvent the error. If it so wishes, Unifaun OY shall have the right to exchange the Customer's copy of the Product with a new copy. Unifaun OY will not be responsible for installation in such cases. If the non-compliance is not rectified within a space of time appropriate to the circumstances, the Customer shall have the right to set a final and reasonable deadline for the rectification. If Unifaun has not rectified the non-compliance by the deadline, the Customer shall have the right to terminate the Agreement with immediate effect. In such an event the Customer shall return any installed Product, documentation and other material provided to the Customer by Unifaun OY. At the same time, the Customer shall send to Unifaun OY written certification, signed by an authorised representative of the Customer, that the Customer no longer, either directly or indirectly, wholly or partly in any form, retains copies of or in any other way has access to the Product.
- 13.5. The warranty provided presupposes that the Customer complies with the Agreement and uses the Product in the prescribed operating environment and in accordance with the directions in the manual and other instructions from Unifaun OY. The warranty does not cover any faults that are not of significance to the functionality of the Product in accordance with the agreed specifications.
- 13.6. Regarding the support for certain carriers, it is the responsibility of the Customer to investigate whether the services and carriers in connection with which the Customer intends to use the Product are supported by the Product that the Customer has ordered.

14. DEFECTIVE TITLE

- 14.1. It is the responsibility of the Customer to investigate whether the Product is encumbered with or infringes on the rights of any other party. Unifaun OY assumes no responsibility for any such encumbrances or infringements.

15. SCOPE OF RESPONSIBILITY

- 15.1. Either Party may be released from the consequences resulting from any failure to fulfil certain obligations in accordance with the Agreement if the failure to do so is the result of circumstances that are outside the Party's control and that prevent such fulfilment. As soon as such circumstances cease to exist the obligation shall be fulfilled in the agreed manner.
 - 15.1.1. Circumstances considered to release the Party in accordance with point 15.1 include war, acts of war, government actions or failure to act, new or changed legislation, staff departure, labour market conflict, blockade, fire, flood, serious interruption to telecommunications, major loss or destruction of data or property of considerable significance, other extensive damage or major accident or similar circumstances.
 - 15.1.2. The Party that wishes to invoke release from consequences in accordance with point 15.1 shall notify the other Party without delay, otherwise the invoking Party may not be released from such consequences.
 - 15.1.3. Irrespective of the provisions of paragraph 15 concerning release from consequences, either Party shall have the right to terminate the Agreement with immediate effect if the fulfilment of certain obligations is delayed by more than three months.

- 15.2. Further to that which is stated in point 15.1 regarding grounds for release in the event of force majeure, Unifaun OY's responsibility is limited in accordance with the following.
- 15.2.1. Unifaun OY's responsibility for Product faults is limited to that which is specified in paragraph 13, provided that Unifaun OY cannot be accused of intent or gross negligence.
- 15.2.2. Under no circumstances shall Unifaun OY assume responsibility for indirect damages, such as loss of profit, loss of production, costs of engaging consultants, costs of equipment or similar costs or damages.
- 15.2.3. Unifaun OY's responsibility for damages (including delay penalties) in the event of breach of contract is limited, provided that Unifaun OY cannot be accused of intent or gross negligence, to an amount equivalent to that which the Customer has paid in Licence Fees during the three previous calendar years, though at most EUR 12, 000.
- 15.2.4. Unifaun OY shall only be responsible for damage to the Customer's property caused by neglect on the part of Unifaun OY or its employees; the amount of damages paid is limited but not fixed to an amount equivalent to that which the Customer has paid in Licence Fees during the three previous calendar years, though at most EUR 12, 000.
- 15.2.5. Unifaun OY is not responsible for damages caused by interruption of operations, loss or influence on data, loss of profits or third-party compensation claims.
- 15.2.6. Unifaun OY is not responsible for damage caused by or attributable to Products provided to the Customer free of charge.
- 15.2.7. Irrespective of the provisions in this paragraph 15, Unifaun OY is not responsible for damages arising due to any breaches in security at the Customer's premises and/or in his/her computer system. In the event of any lack of clarity on this point, ISO/IEC 17799 or an equivalent subsequent industry standard for information-technology security shall serve as guidance.
- 15.2.8. Irrespective of the provisions in this paragraph 15, Unifaun OY is not responsible for damages arising due to any faults or deficiencies in the Customer's original information to Unifaun OY's system, neither does Unifaun OY under any circumstances assume responsibility for the Customer's and/or any third party's handling of received EDI information or the Customer's and/or any third party's handling of the Customer's own number series within the EDI system.

16. CONFIDENTIALITY

- 16.1. The Customer undertakes, with no limitations concerning time, not to disclose to any third party any confidential information that the Customer receives from Unifaun OY or that becomes known to the Customer during the use of the Product.
- 16.2. "Confidential information" shall be considered in this Agreement to include any information – whether of technical, commercial or other nature – irrespective of whether the information is documented or not, except for:
- information that is generally known or that becomes generally known by means other than by breach on the part of the Customer in contravention of the contents of this Agreement;
 - information that the Customer can demonstrate that he/she already had knowledge of before he/she received it from Unifaun OY or Unifaun AB;
 - information that the Customer received or will receive from a third party without being bound by a duty of confidentiality in connection with such information.
- However, in cases referred to under c above, the Customer does not have the right, in accordance with this Agreement, to disclose to any third party that the same information was also received from Unifaun OY.
- 16.3. The Customer undertakes to ensure that employees, consultants and members of the board of directors of the Customer do not pass on confidential information to third parties. In this connection it is the responsibility of the Customer to ensure that the employees who can be considered to come into contact with information of a confidential nature are bound to keep this information secret to the same extent as the Customer in accordance with this Agreement.
- 16.4. The Customer undertakes to comply with the rules for data security provided by Unifaun OY.
- 16.5. Unifaun OY reserves the right to visit the Customer's premises and examine the security and secrecy rules used by the Customer, and to check that the prescribed security measures have been implemented.

17. PREMATURE CANCELLATION

- 17.1. Each Party shall have the right to cancel this Agreement with immediate effect if:

- 17.1.1. the other Party has neglected to fulfil its obligations in accordance with the Agreement and the breach of agreement is of considerable significance and the other Party does not undertake rectifying measures within ten days of receiving written reminder of such breach from the first Party stating the nature of the breach; or
- 17.1.2. there is good reason to believe that the other Party will discontinue their payments, embark on corporate restructuring, composition negotiations or similar processes, be subject to an external bankruptcy application or file for bankruptcy or go into liquidation or otherwise be deemed to have such difficulties in payment that there is good reason to fear that the Party's undertakings in accordance with the Agreement will not be rightly performed; or
- 17.1.3. the other Party has been declared or can be expected to be declared by Finnish, EU or foreign authorities to have violated such authority's export-control regulations or will not be qualified to acquire, possess or make use of services or products (including technology) that are subject to export-control regulations; or
- 17.1.4. representatives of the other Party commit a criminal act in connection with the fulfilment of the Agreement; or
- 17.1.5. the other Party substantially changes its ownership structure or business leadership.

18. CONSEQUENCES OF THE TERMINATION OF THE AGREEMENT

- 18.1. In the event that Unifaun OY should have the right to terminate the Agreement with immediate effect in accordance with paragraph 17, Unifaun OY is not obliged to repay the Licence Fee to the Customer. This shall also apply to any unutilised part of a Licence Fee.
- 18.2. Upon termination of the Agreement the Customer shall at his/her own cost, and without being specifically prompted, within one year of the date of cancellation ensure that all program code included in the Product and that the Customer has stored or permitted to be stored in its or in any third party's computer systems be deleted in such a way that the program code cannot be recovered. The Customer shall in this connection, on request from Unifaun OY, provide a written assurance that the Customer has ceased to use the Product and that all above-mentioned material concerning the Product has been deleted in such a manner that it cannot be recovered.

19. CHANGES AND ADDITIONS

- 19.1. In order to be binding, any changes or additions to the Agreement shall be made in writing and duly signed by the Parties.
- 19.2. Unifaun OY reserves the right to change these General Terms and Conditions. Unifaun OY shall inform the Customer of any such change well in advance of the change coming into force. Information regarding any coming change shall be issued in accordance with paragraph 21. If, within 14 days of such information being issued, the Customer informs Unifaun OY in writing that he/she does not agree with the change, the Agreement shall be cancelled with effect from the date one month after the date on which the change would have come into force. The previous wording of these General Terms and Conditions shall continue to apply during the notice period. If the Customer provides Unifaun OY with no such written notification, the Customer shall be considered to have accepted the changes.

20. TRANSFER

- 20.1. Unifaun OY reserves the right, without the consent of the Customer, to transfer its rights and obligations under this Agreement to another company within the group to which Unifaun OY belongs.
- 20.2. The Customer may only transfer, grant sublicences to, hire out, lend or in any other way permit any party other than the Customer, directly or indirectly, to use or otherwise have access to the Product if Unifaun OY has given prior written consent in this respect. If such consent has been given, it is a condition of the transfer that
 - a) the Customer does not retain any copy of the Product,
 - b) the new Customer undertakes to be bound by the Agreement (including these General Terms and Conditions), and
 - c) the transfer at no time is in breach of Finnish, EU or foreign authorities' regulations concerning the transfer or export of anything that is subject to such transfer.

21. NOTIFICATIONS

- 21.1. Notifications sent to a Party's most recently notified postal address, fax number or e-mail address shall be considered to have been delivered correctly.

- 21.2. Notifications from Unifaun OY to the Customer shall be considered to have been received by the Customer at the latest three working days after the date they were sent, if they were sent to the Customer's most recently notified postal address or to the most recently notified postal address of a Customer employee.
- 21.3. Notifications to the Customer from Unifaun OY sent by fax or e-mail shall be considered to have reached the Customer at the latest by midnight at the end of the day after the day the notification was sent to the Customer's most recently notified fax number or e-mail address or a Customer employee's e-mail address, provided that Unifaun OY has not received any message indicating a failure in the transfer of the notification.
- 21.4. General notifications from Unifaun OY to the Customer that affect all or many Customers, for example notifications regarding address changes, alterations to the Licence Fee or changes to these General Terms and Conditions, shall be considered to have been sent to the Customer if they are made available either on www.unifaun.com, www.unifaun.fi or www.unifaunonline.se.
- 21.5. It is the responsibility of the Party that changes postal address, telephone number, fax number or e-mail address to immediately notify the other Party in writing. This also applies to the details of contact persons at the Customer's premises when such change. Unifaun OY shall be notified when a contact person at the Customer's premises shall no longer be sent notifications. Should either Party fail in this respect that Party shall always be responsible for the damage that may arise due to notifications not reaching them.

22. DISPUTES

- 22.1. Disputes concerning the application or interpretation of the Agreement or any legal issues attaching to it shall be settled by an arbitrator in accordance with the Finnish Arbitration Act. The arbitration board, which shall meet in Turku, shall apply the regulations in the Code of Judicial Procedure regarding the consolidation of cases, voting and the rules for the allocation of the cost of legal proceedings. However, Unifaun OY shall have the right to raise a claim for compensation or coercive measures against the Customer in a general court of law on account of illegal copying or distribution of the Product to the public. The negotiations should be conducted in English.