

F-Secure Horizon

General Terms and Conditions

This agreement governs the use of the security business platform offered by F-Secure under the name F-Secure Horizon (or such other name as F-Secure may designate from time to time). The agreement consists of these General Terms and Conditions, the Service Description, the Service Level Agreement ("SLA"), the Data Processing Agreement ("DPA"), price lists available on F-Secure Horizon, and any other documents expressly incorporated by reference herein ("Agreement"). The Partner accepts this Agreement by registering as a user of F-Secure Horizon or executing an Order Form that references the Agreement. The person acting for the Partner represents that they have the authority to bind the Partner to this Agreement. If they do not have such authority, or do not agree with this Agreement, they must not accept this Agreement and may not use F-Secure Horizon.

1. Services

The Partner may order Services through F-Secure Horizon for further distribution to End Users. F-Secure will provide Services to the Partner substantially as set out on F-Secure Horizon and in this Agreement. Partner shall be responsible for all orders made under the Partner's account.

The Services are supplied in material conformance with the Service Description and the SLA.

The Services are updated from time to time to ensure their ability to keep up with the latest threats. F-Secure therefore reserves the right to make changes to the Services at any time. In case an update may have materially adverse effects on the Services, e.g. foreseeable downtime, F-Secure will use commercially reasonable efforts to inform Partner in advance.

F-Secure will adhere to industry standard security measures or greater when providing the Services and processing Partner's data. F-Secure is ISO 27001 certified. In case industry standards evolve, F-Secure reserves the right to change to another similar standard while retaining a high level of security.

2. Fees and Payment Terms

The Fees for the Services may be viewed on F-Secure Horizon through price lists and plans made available to the Partner.

All Fees are invoiced monthly from the Partner. Partner may make additional purchases at any time. Partner may pay either (i) by invoice, which shall be payable 30 days from the date of the invoice, or (ii) by credit card through F-Secure's designated payment processor, in which case payment shall be processed at applicable intervals, such as monthly. Partners' use of credit card as a payment method shall be subject to the payment processor's term of service as shown separately. F-Secure reserves the right to charge interest on overdue payments at the rate of 1% per month or the maximum rate permitted by law, whichever is lower.

F-Secure may increase the rates applicable to the Services (i) annually by no more than the increase in the Consumer Price Index in Finland or 5%, whichever is greater, and (ii) if necessitated by increases in government fees, taxes, tariffs, or other mandatory fees, or third-party offerings used in producing the Services, with any such increase limited to the actual cost increase incurred by F-Secure. F-Secure will give Partner a reasonable advance notice of such increase, and where feasible, a minimum of three months' notice. Continued use of F-Secure Horizon will be deemed as acceptance of the new Fees.

3. Partner's General Obligations

The Partner shall be responsible for its own devices, systems, applications, connections and software used to access and/or integrate towards F-Secure Horizon. The Partner shall be responsible for the protection of the Partner's data communications and data systems and costs for communications and other comparable costs related to use of F-Secure Horizon and the Services.

The Partner may invite additional users to use F-Secure Horizon under the Partner's organization. The Partner shall ensure that any users it invites comply with this Agreement and use F-Secure Horizon only in accordance with this Agreement. The Partner shall be responsible for any use of F-Secure Horizon under accounts linked to the Partner's organization.

The Partner shall be responsible for ensuring that its authorized users maintain their credentials diligently and do not disclose them to third parties. The Partner undertakes to inform F-Secure without delay if their credentials have been revealed to a third party or if the Partner has a reason to suspect misuse.

The Partner is solely responsible for making and maintaining appropriate backups of its data. Neither F-Secure or its Subprocessors shall be liable for any deletion, corruption, damage, destruction or failure to store any data of the Partner or other communications maintained or transmitted through the use of F-Secure Horizon.

4. Intellectual Property Rights

Subject to the terms of this Agreement and the due payment of all Fees, the Partner shall have a limited, non-exclusive, non-transferable right to supply, distribute and make available the Services to End Users in the Territory. End User's right to use the Services is subject to End User's prior acceptance of the License Terms. Partner shall make the latest version of the License Terms available for the End User prior to or upon the End User subscribing to the Services. End User's right to use the Services is always limited to the term of the Agreement.

All rights, title and interest, including all Intellectual Property Rights in and to F-Secure Horizon and to the Services, and any changes thereto shall belong exclusively to F-Secure or its licensors. Except for the express licenses granted to the Partner under and in accordance with the terms and conditions of this Agreement, the Partner shall have no and shall not by virtue of this Agreement obtain any rights, license or interests in and to F-Secure Horizon or the Services or any Intellectual Property Rights pertaining thereto.

All licenses granted to the Partner under the Agreement shall terminate upon the termination of the Agreement for any reason.

5. Personal Data

To the extent F-Secure is processing any personal data under the Agreement on behalf of Partner, the DPA between the parties shall apply.

6. Indemnification

F-Secure's indemnification

F-Secure agrees to defend, indemnify and hold Partner and its employees harmless from losses, damages, liabilities, verdicts, settlements, judgments, costs and expenses (including reasonable attorneys' fees) incurred by Partner or its employees in relation to any third party claim that the distribution, licensing or sale of the Services infringes any patent rights or copyrights of any third party in the Territory unless such claim arose as a result of any modifications or changes made to the Services by Partner or any third party, provided that Partner promptly notifies F-Secure of such

claim in writing, tenders to F-Secure the right to defend or settle the claim and provides reasonable assistance to F-Secure, at F-Secure's expense, in defending and settling the claim. If Partner is a named party in the proceedings, Partner shall have the right to be present at the proceedings with separate counsel at its own expense. If as a result of any binding settlement among the parties or a final determination by a court of competent jurisdiction any Service is held to infringe the patent rights or copyrights of any third party and use of such Service is enjoined, or if F-Secure reasonably determines that the Service may become subject to a patent or copyright infringement claim, F-Secure shall have the option to (i) obtain the right for Partner to continue distribution of the Service, (ii) replace or modify the Service so that it is no longer infringing, or (iii) upon sixty (60) days prior written notice to the Partner, terminate Partner's right to distribute, and the End User's right to use, the affected part of the Service, granted under this Agreement for such Territory or part thereof where the use of the affected Service constitutes an infringement. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS CLAUSE STATES F-SECURE'S ENTIRE LIABILITY AND PARTNER'S EXCLUSIVE REMEDY FOR ANY SORT OF IPR INFRINGEMENT.

Partner's indemnification

Partner agrees to defend, indemnify and hold F-Secure, its Affiliates, and their employees harmless from losses, damages, liabilities, verdicts, settlements, judgments, costs and expenses (including reasonable attorneys' fees) incurred by F-Secure, its Affiliates, or their employees in relation to any: (a) F-Secure's trademarks used by Partner in violation of F-Secure's written instructions, b) non-F-Secure trademarks used by Partner in its marketing and distribution of the Service, c) Partner's material breach of any of the terms of this Agreement, or d) any legal action by Partner's End User in connection with a breach by Partner of its agreement with the End User (unless such breach was caused by F-Secure's breach of this Agreement), provided that F-Secure promptly notifies Partner of such claim in writing, tenders to Partner the right to defend or settle the claim and provides reasonable assistance to Partner, at Partner's expense, in defending and settling the claim. If F-Secure is a named party in the proceedings, F-Secure shall have the right to be present at the proceedings with separate counsel at its own expense.

7. Confidentiality

Each Party shall keep in confidence all material and information received from the other Party and marked as confidential, or which should be understood to be confidential ("Confidential Information") and may not use such Confidential Information for any other purpose than those set forth in the Agreement. The confidentiality obligation shall, however, not apply to material and information, (a) which is or later becomes generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; (d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party; or (e) which a Party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.

Each Party shall ensure that its employees, agents, and subcontractors who have access to Confidential Information are bound by confidentiality obligations no less stringent than those contained herein.

Each Party shall promptly upon termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree on returning such Confidential Information, destroy the Confidential Information in question (including all copies and reproductions thereof) Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.

Upon request, each Party shall certify in writing that it has complied with the obligations set forth in this paragraph.

Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.

The rights and obligations related to the Confidential Information shall survive the termination of this Agreement for any reason for a period of three (3) years from such termination.

Notwithstanding the foregoing, any Confidential Information that constitutes a trade secret shall remain protected indefinitely, or for as long as such information retains its status as a trade secret under applicable law. The Receiving Party shall take all reasonable measures to protect the trade secrets from unauthorized use or disclosure.

8. Limitation of Liability

The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed the greater of (i) the Fees paid by the Partner to F-Secure during the twelve (12) months preceding the event giving rise to the liability; or (ii) one hundred thousand (100 000) Euro.

A Party shall not be liable for any indirect, incidental, or consequential damages such as loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data.

The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or to liability under Section 6 (Indemnification) or Section 7 (Confidentiality).

9. Term and Termination

This Agreement shall enter into force when the Partner has accepted this Agreement when registering for the first time to use the Services.

The Agreement shall remain in force until terminated by a Party by a three (3) months' written notice to the other Party. Unless otherwise agreed to the contrary, the Partner may terminate the order of any individual Service at any time by choosing that option on the Partner's account on F-Secure Horizon, in which case the invoicing, and the End User's license for the relevant Service shall be stopped from the next billing cycle. If a Partner terminates individual Services, the Agreement remains in force until terminated as set out in this section 9.

Each Party may terminate the Agreement in whole for cause with immediate effect upon written notice to the other Party if (a) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or (b) the other Party is in material breach of the terms and conditions of this Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.

Upon the termination of the Agreement for any reason, any Fees owed by the Partner until the effective date of the termination shall become due.

If not instructed otherwise in writing by the Partner and unless legally required to keep Partner data relating to the Services and/or the F-Secure Horizon, F-Secure shall permanently anonymize or delete the data the latest within ninety (90) days' of the termination of the Agreement or after the maximum data retention period determined by F-Secure has lapsed, in case it is shorter. In case the Partner demands that the Partner data are returned to the Partner or to a third party, F-Secure is entitled to invoice Partner reasonable costs for doing so.

10. Other Terms

F-Secure shall be free to use subcontractors in the performance of its obligations and exercise of its rights under this Agreement. F-Secure shall be liable for the actions of its subcontractors in accordance with the Agreement.

F-Secure shall have the right to use its relationship with the Partner in its marketing and sales promotion activities as a customer reference. Partner may instruct F-Secure at any time to cease using Partner as a customer reference, at which point F-Secure will use commercially reasonable efforts to remove references to Partner from its on-going promotions.

This Agreement constitutes the entire agreement with respect to Partner's access to and use of the Services. F-Secure's obligations regarding the Services are governed solely by this Agreement pursuant to which they are provided. The Agreement shall prevail over any Partner general terms and conditions which may have been referenced in the Partner's purchase order or similar document.

Except as expressly provided herein, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising out of course of dealing, course of performance or use of trade to the maximum extent permitted by applicable law. F-Secure shall have no responsibility for determining that Partner's proposed use of the Services complies with applicable laws and regulations in Partner's jurisdiction(s). Partner acknowledges and agrees F-Secure is not engaged in providing legal, accounting, tax, or financial services or advice. No advice or information, whether oral or written, provided by F-Secure will create any warranty or condition not expressly stated in this agreement.

Neither Party shall be liable for any delays, non-performance of its obligations, or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into this Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or Party to such action. A force majeure event suffered by a Subprocessor or a subcontractor of a Party shall also discharge such Party from liability. Each Party shall without delay inform the other Party in writing of a force majeure event and the termination of the force majeure event.

All formal notices and other formal communication between the Parties hereunder shall be made in the English language. Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. F-Secure shall, however, have the right to assign this Agreement in connection with a sale or transfer of its business or a relevant part thereof, or to its Affiliates, with prior written notice to Partner, provided that such assignment does not materially diminish the rights or increase the obligations of Partner under this Agreement.

F-Secure shall have the right to update the Agreement at its reasonable discretion. F-Secure shall use commercially reasonable efforts to notify the Partner of material updates prior to their effective date. Updates required for security, legal compliance, or technical operational reasons may be implemented immediately. Should the Partner not accept the updated Agreement, the Partner shall have the right to terminate the Agreement by a written notice to F-Secure, effective as of the effective date of the update of the Agreement.

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

F-Secure shall have the right to delete Services for Partner and associated data which have been inactive for more than 90 days. The Partner acknowledges that such deletion will also delete all backups of such deleted Services.

11. Governing Law and Disputes

The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

Notwithstanding anything set out in Section 11 above, F-Secure shall have the right to claim unpaid Fees in a public court.

12. Definitions

"Affiliate" of a Party means any legal entity that is (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or more than fifty percent (50%) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions;

"Confidential Information" has the meaning set out in Section 7;

"Data Protection Regulation" means all applicable laws relating to data protection, including without limitation the EU General Data Protection Regulation (2016/679, the GDPR), laws implementing EU Directive 2002/58/EC and any amendments to or replacements for such laws and regulations;

"DPA" means F-Secure Data Processing Agreement which is located on the F-Secure Horizon or as an appendix of the Agreement;

"End User" means the individual or legal entity to whom the Partner provides Services supplied to the Partner by F-Secure. The Partner is responsible for entering into a contractual relation with the End Users for the supply of Services. Subsequent to Company's provisioning of the Services to an End User, F-Secure grants the End User a license to use the Software under the License Terms.

"Fee(s)" means the compensation paid by the Partner for the Services;

"F-Secure Horizon" means F-Secure's cloud-based partner platform through which the Partner may provide Services to its customers.

"General Terms" has the meaning set out in the preamble above;

"Intellectual Property Rights" means any and all patents, utility models, design rights, copyrights (including the right to amend, modify, develop and assign), trademarks, trade names, inventions, trade secrets, domain names, know-how and any other industrial or intellectual property rights (including applications thereof);

"License Terms" means F-Secure's end user license terms governing End User's right to use the Services which the End User must accept prior to taking the Services into use. Current version of License Terms is available at F-Secure's website at www.f-secure.com/eult and incorporated herein by reference.

"Partner" means the customer entity registering to use the Services, including its Affiliates, and entering into the Agreement with F-Secure;

"Service Description" means the F-Secure Horizon Service Description which is located on F-Secure Horizon or as an appendix of the Agreement;

"Services" means the services provided by F-Secure to the Partner as set out in the Agreement, including the Service Description, and/or otherwise on F-Secure Horizon;

"SLA" means F-Secure Service Level Agreement which is located on F-Secure Horizon or as an appendix of the Agreement;

"Standard Contractual Clauses" means the contractual clauses issued by the European Commission by the decision 2021/914/EU for international transfers of personal data and any updated versions;

"Subprocessor" means F-Secure Affiliates and third parties processing personal data on behalf of F-Secure;

"Support Services" means the support services provided by F-Secure to the Partner, as described in the SLA;

"Territory" means the countries indicated on the Partner's plan on F-Secure Horizon.