

TERMS AND CONDITIONS

CHAOS Architects Oy
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Effective as of October 26th, 2023. Helsinki

These terms and conditions ("**Terms**") to the Software as a Service (SaaS) Agreement ("**Service Agreement**") set forth the obligations and conditions between the subscriber ("**Customer**") and CHAOS Architects Oy, a Finnish limited liability company ("**Provider**"), relating to the use of the Services defined herein. These Terms are incorporated by reference to the Service Agreement where the details of the subscription shall be specified. Service Agreement and Terms are jointly referred to as "**Agreement**" herein.

Recitals

1. Provider is the owner of certain proprietary cloud-based software known as "CHAOS Dashboards", which is offered to subscribers via a dynamic SaaS platform that combines People & Location Intelligence to create insights and city forecasts through artificial intelligence and is accessible through the chaosarchitects.com website ("**Services**").
2. Provider provides and sells licenses to the Services, and the underlying software, infrastructure and indexes within the software for subscribers to access and use,
3. Provider also provides and sells additional services (collectively "**Additional Services**") upon request by Customer and subject to the Service Agreement or otherwise between the Parties. Additional Services may include, e.g.
 - i. pre-study services on a consultancy basis; and
 - ii. implementation services in cases where Customer requires additional Customer data integration;
 - iii. consultancy and other professional services agreed upon between the Parties.

Unless otherwise explicitly stated hereafter, what is stated with regard to Services also applies to Additional Services.

4. Customer desires to use the Services for the development of its own internal business operations.
5. Provider is willing to provide access to Services to Customer pursuant to the Agreement.
6. Provider and Customer acknowledge and agree that this Agreement shall be effective and in force immediately upon the date that Customer accepts this Agreement by signing the Service Agreement, accepting a proposal by Provider regarding the Services e.g. by email (where such acceptance together with the proposal shall form the Service Agreement), or takes the Services in use, whichever earlier, unless otherwise provided in the Service Agreement ("**Effective Date**").

NOW THEREFORE, in consideration for the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. Subscription

- a. Subject to the Agreement Provider grants to Customer and Customer accepts from Provider, a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Services in the extent and subject to the fees specified in Service Agreement between the Parties. All rights not specifically granted by Provider in the Agreement shall be reserved by Provider.
- b. Subject to the Service Agreement, Provider may grant Customer the right to access the Services in a limited extent strictly limited to Customer's internal trial and evaluation purposes ("**Trial Right**"). Each Trial Right will be granted for a period up to thirty (30) days from the delivery of necessary credentials to access the Services ("**Trial Period**") and be subject to Provider's right to terminate the Trial Right at its own discretion at any time. Each Trial Right shall expire at the end of the Trial Period unless cancelled before by either Party. Trial Right shall be granted free of charge. The Trial Rights are granted "AS IS" and no warranty is provided for them.
- c. Customer may allow its directors and employees ("**Authorized Users**") to access and use the Services made available to the Customer under this Agreement solely for purposes of supporting Customer's business operations. Authorized Users may, for the purpose of this Agreement, mean either individual private persons using the Services or legal entities offering access to Services to their end users.
- d. The use of Services by the Customer or any Authorized User pursuant to this Agreement requires registration and shall be subject to any end user agreement, terms of use, and/or privacy policy or other documentation ("**Support Documentation**") applicable to the Services from time to time. Customer shall ensure that the Authorized Users use Services in accordance with this Agreement and Support Documentation. Customer shall be liable for the use of Services when accessed through credentials granted to Customer or its Authorized Users.
- e. Delivery of Services is made to Customer by granting the necessary credentials to access Services.

2. Intellectual Property Rights

- a. Intellectual Property means intellectual property rights whether registered or not, such as patents, utility models, copyrights, corporate names, trade names, trademarks, trade dress, service marks, designs, data bases and applications for any of the foregoing, software, firmware, trade secrets, mask works, rights of priority, knowhow, design flows, methodologies, as well as applications, divisions, continuations, renewals, re-exams, and reissues for the same and any and all other intangible protectable proprietary information that subsists now or in the future ("**Intellectual Property Rights**").
- b. Customer acknowledges that all right, title, and interest in and to the Services and related Intellectual Property Rights (collectively "**Provider IP**"), is, and at all times shall remain, the sole and exclusive property of Provider. Except for the right to use the Services, as expressly provided herein, the Agreement does not grant to Customer or Authorized Users any rights to, or in, Provider IP or any other rights or licenses with respect to the Services.

- c. Provider warrants that Services do not infringe third party Intellectual Property Rights in the agreed country of delivery or use, which shall be Finland, unless specifically otherwise agreed between the Parties in writing.
- d. Customer shall not attempt, or directly or indirectly allow any Authorized User or third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services in any form or media or by any means. This refers to the copying of the providers' technological solution. The customer has the right to download, copy, take screenshots for the purpose of the customer's current business with the proper providers' reference/quoting.
- e. Unauthorized use or copy of Services constitutes unlawful infringement of Provider IP and may lead to liability for damages or other remedies in accordance with the applicable laws and this Agreement.
- f. Intellectual Property Rights related to data input or otherwise provided by Customer to the Services ("**Customer Data**") shall vest in Customer. Customer warrants that Customer Data does not infringe any third-party rights.
- g. Customer grants Provider a perpetual, irrevocable, world-wide, royalty-free, sublicensable and transferable license to Customer Data. Customer data refers to the usage of CHAOS dashboards and Data brought into the product by the customer. The license shall include the right to utilize Customer Data for commercial and non-commercial purposes in the form of Big Data and aggregated analytics in a form that it doesn't infringe the customer's confidentiality. The Parties agree that Provider does not have a right to sell or otherwise transfer Customer Data as such to third parties, other than to its subcontractors and partners who may participate in the provision and development of the Services.
- h. Provider and its potential licensees have the right to further develop, modify or enrich Customer Data at their own discretion, as well as combine the information contained in the Customer Data with other data and materials accessible to Provider. Any and all rights to the further developed, modified or enriched Customer Data ("**Improved Customer Data**") as well as other Intellectual Property Rights related to the Improved Customer Data invented, developed, or otherwise devised by Provider as a result or in connection with the use of the Customer Data shall be the sole and exclusive property of Provider worldwide and in perpetuity. For the sake of clarity, no right or license to the Improved Customer Data or related Intellectual Property Rights of Provider is granted to Customer.
- i. Should Customer Data include any data, which allows for the direct or indirect identification of a natural person ("**Personal Data**"), the separate written data processing agreement ("**DPA**") entered into between the Parties will take precedence over sections 2 g. and h. above with respect to such Personal Data.
- j. The provisions of this section 2 shall survive the termination of this Agreement.

3. Subscription Fees

- a. Customer shall pay to Provider the subscription fee ("**Subscription Fee**") in the amount and for the duration that Customer has entered to and agreed with Provider in Service

Agreement. Unless otherwise specified between the Parties in Service Agreement, Subscription Fee shall be specified in Provider's price list as effective on the date of the subscription or the renewal of the subscription. For clarity, Provider is entitled to change Subscription Fee on a yearly basis.

- b. In case Customer and Provider have agreed on Additional Services, Customer shall pay to Provider the additional fees agreed with the Provided in Service Agreement.
- c. Any exceptions to the Payment Terms (section 5) shall be agreed between Provider and Customer in writing and set forth in an invoice, billing agreement, or other written document.
- d. The Subscription Fee stated in the Service Agreement is exclusive of value added tax, which shall be added to the prices charged by Provider in accordance with the applicable laws and regulations as effective from time to time.
- e. Provider shall be entitled to charge separately and on an hourly basis for any additional work falling outside the scope of Services specified in Service Agreement but agreed upon separately between the Parties as per the Provider's price list as effective from time to time.

4. Subscription Terms

- a. The term of the Agreement commences on the Effective Date and shall be valid as per the Agreement between Customer and Provider.
- b. The duration of the subscription period is twelve (12) months ("**Subscription Period**"), unless otherwise agreed by Customer and Provider in Subscription Agreement.
- c. Unless otherwise agreed between the Parties, subscription to the Services shall renew automatically for subsequent Subscription Periods, until terminated by either Party subject to sixty (60) days' notice prior the end of the ongoing Subscription Period.
- d. Provider continuously develops the Services, including the underlying software and infrastructure, and therefore reserves the right to amend the contents, features or functionalities of the Services in a manner it sees fit for its purposes from time to time.
- e. Provider shall have the right to use subcontractors in providing Services and performing its obligations under the Agreement. Provider shall ensure that its subcontractors comply with its contractual and legal obligations.

5. Payment Terms

- a. **Payment billing.** The Subscription Fee will be invoiced in one (1) instalment per each Subscription Period, unless otherwise agreed between the Parties in Service Agreement. The Subscription Fee will be invoiced yearly at the start of the Subscription Period.
- b. **Payments due.** The payment term is 14 days from the date of the invoice. After the maturity date, interest on delayed payments is charged with an interest rate of 8%.
- c. **Currency.** The currency to be used for prices and invoicing is Euro.

6. Maintenance and Support

- a. Provider shall maintain the Services and provide all patches and fixes to the Services at no additional cost at its end. However, the said maintenance shall not include any additional functionality, or custom programming, which Provider, at its discretion, may provide at an additional cost as otherwise agreed between the Parties. Provider shall not cover any expenses related to Customer's maintenance updates. Provider does not provide any customization work for Customer, unless separately agreed upon.
- b. Provider shall provide Customer support by email from Monday to Friday between 9 am and 5 pm (Eastern European Time). The support contact details are available at chaosarchitects.com website.

7. Accessibility and Performance

- a. Provider's cloud servers will be used to cater the Services to its Authorized Users. Provider accepts no responsibility for the suitability or compatibility of Customer's own network infrastructure and connections, devices, or software with the provisioned Services. Customer is responsible for all costs incurred to it from using the Services, including but limited to fees related to the use of communications network and software licenses.
- b. Provider shall use commercially reasonable efforts to make the Services available on a 24/7 basis (twenty-four hours per day, seven days per week) during the term of this Agreement except for:
 - i. scheduled system backup, update or other maintenance as required and scheduled in advance by Provider, or
 - ii. for any unforeseen cause beyond Provider's reasonable control, including but not limited to internet service provider or communications network failures, denial of service attacks or similar attacks, or any force majeure events set forth in this Agreement.
- c. Provider will monitor performance indicators on the systems and network infrastructure (its own and that of third-party suppliers) in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Services. Provider further reserves the right to monitor and reasonably restrict Customer's ability to use the Services if Customer is using excessive computing resources, which are impacting the performance of the Services for other subscribers. Provider agrees to notify Customer in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

8. Default

- a. Either Party will be in default of this Agreement if the Party is in material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice thereof from the non-breaching Party.
- b. If a Party is in default, the non-breaching Party may terminate this Agreement or seek any other judicial remedies available, except as otherwise provided in this Agreement. In

the event Customer breaches or attempts to breach any of the provisions of this Agreement, Provider shall have the right, in addition to such other remedies that may be available, to interim relief, including but not limited to injunctions, from competent courts.

9. Confidentiality and Data Protection

- a. In addition to, and in no way limiting the requirements relating to the Provider IP and to Provider's right to use Customer Data, including Improved Customer Data, as set forth in section 2 of this Agreement, each Party shall use its reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) to protect all proprietary, confidential, and/or non-public information pertaining to or in any way connected to the Services, and this Agreement, including but not limited to either Party's financial, professional and/or other business affairs, trade secrets and proprietary tools, methods, solutions and designs ("**Confidential Information**").
- b. Either Party shall not disclose or publicise the Confidential Information without the other Party's prior written consent.
- c. Both Parties shall use their reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) not to disclose and not to use the Confidential Information for their own benefit or for the benefit of any other person, third-party, firm or corporation in a manner inconsistent with the purpose of this Agreement.
- d. The terms of confidentiality and non-exploitation contained in this section 9 shall expire in two (2) years from the date of the termination of this Agreement.
- e. The restrictions on disclosure shall not apply to information which was (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of Customer or Provider; (ii) already known to the Customer or Provider prior to disclosure pursuant to this Agreement; (iii) obtained at any time lawfully from a third-party under circumstances permitting its use or disclosure to others; or (iv) required by law or court order to be disclosed.
- f. Notwithstanding the foregoing, Provider may use Customer's name and logo as reference in Provider's marketing material in accordance with good marketing practices, as well publish a use-case based on Customer's use of the Services with the customer's approval.
- g. Both Parties agree to comply with the applicable data protection laws, including but not limited to the General Data Protection Regulation of the European Union (Regulation 2016/679 EU). The roles and responsibilities of the Parties with respect to Personal Data processing are specified in a separate DPA entered into between the Parties.

10. Limited Warranty

Provider warrants that it has the power and authority to grant the subscription for the Services granted to Customer hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Remedy and Liability

Customer represents that it accepts sole and complete responsibility for: (a) the selection of the Services to achieve Customer's intended results; (b) use of the Services; (c) the results obtained from Services; and (d) the terms of any contracts between Customer and Authorized Users. Provider does not warrant that Customer's use of the Services will be uninterrupted or error-free. Customer shall not assert any claims against Provider based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Customer shall hold Provider harmless from any and all losses, costs, expenses, or damages, directly or indirectly resulting from Customer's use of the Services, an Authorized User's use of the Services, and/or any agreement between Customer and Authorized User based on or in any way related to the Services.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Under no circumstances shall Provider be liable for any loss, costs, expenses, or damages to Customer in an amount exceeding the Subscription Fee actually paid to Provider by Customer during a period of twelve (12) months immediately preceding the claim.

12. Indemnifications

- a. **Indemnification by Provider.** Provider will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Services in accordance with this Agreement infringes such third party's Intellectual Property Rights in the agreed country of use (see section 2c above) of the Services ("**Claim Against Customer**"), provided Customer (a) promptly give Provider written notice of the Claim Against Customer, (b) give Provider sole control of the defense and settlement of the Claim Against Customer (except that Provider may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) give Provider all reasonable assistance, at Provider's expense.
- b. Upon receiving a notice from Customer regarding an infringement claim related to Services, Provider may in its own discretion and at no cost to Customer (i) modify the Services so that it no longer infringes third-party rights, without breaching Provider warranties, (ii) obtain a license for Customer's continued use of that Services in accordance with this Agreement, or (iii) terminate Customer subscriptions for the Services upon forty-five (45) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from content, an application not related to or powered by Provider or Customer's or Authorized Customer's breach of this Agreement. Provider's liability for infringement of Intellectual Property Rights in the Services is limited to this section 12.
- c. **Indemnification by Customer.** Customer will defend Provider against any claim, demand, suit or proceeding made or brought against Provider by a third party alleging

the breach of this agreement, infringement, misappropriation, or misuse of a third party's intellectual property rights by the customer or any of their authorized users, or violates applicable law ("**Claim Against Provider**"), and will indemnify Provider from any damages, attorney fees and costs finally awarded against provider as a result of the claim, or for any amounts paid by Provider under a court-approved settlement of, a Claim Against Provider, provided Provider (a) promptly give Customer written notice of the Claim Against Provider, (b) give Customer sole control of the defense and settlement of the Claim Against Provider (except that Customer may not settle any Claim Against Provider unless it unconditionally releases Provider of all liability), and (c) give Customer all reasonable assistance, at Customer's expense.

13. Miscellaneous

- a. **Notices.** A written notice or other communication mandated to be given by this Agreement by either Party to the other shall be sufficiently given or delivered if it is sent by email to the contact persons specified in Service Agreement.
- b. **Governing Law and Jurisdiction.** This Agreement shall be governed exclusively by the laws of the Finland without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or relating to this contract, 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 seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.
- c. **Compliance with Laws.** Customer shall use the Services in accordance with any and all local laws applicable to it.
- d. **Severability.** If any provision of this Agreement is held illegal, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- e. **No Waiver.** The delay or failure of either Party to exercise any right under this Agreement or to take action against the other Party in the event of any breach of this Agreement shall constitute a waiver of such right, or any other right, or of such breach, or any future breaches, under this Agreement.
- f. **Assignment.** Customer shall not assign or transfer this Agreement, or the rights included therein.
- g. **No Partnership or Agency.** Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties or authorize either Party to act as an agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way.
- h. **Force Majeure.** Provider will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond Provider's reasonable control, including but not limited to fire, flood, storm, acts of God, war, malicious damage, failure or malfunction of a utility service or transport or telecommunications network.
- i. **Entire Agreement.** This Agreement and any schedules and appendices incorporated to it by way of reference constitutes the entire agreement between the Parties with respect to the Services, and supersedes any and all prior or contemporaneous understandings or agreements whether written or oral.

- j. **Amendments.** Provider has the right to modify and amend these Terms at any time. Notwithstanding section 13 a (Notices), Provider shall communicate such modifications and amendments to Customer by publishing them on its website and within the Services at least 30 days prior to the anticipated amendments becoming effective. In case Customer does not accept the amendments, it shall have the right to terminate the Agreement by giving a written notice of termination to Provider at least fourteen (14) days prior to the amendments becoming effective.

- k. **Termination of contract.** The parties have the right to terminate the contract in case that: a) The company's shareholders come under sanctions b) The company is sold to a third party which is under sanctions.

BY ACCEPTING THE AGREEMENT AND/OR BY USING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THESE TERMS AND CONDITIONS, UNDERSTOOD THEM, AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.