

CRM DELIVERY SERVICE TERMS

1. GENERAL

- 1.1. These Terms of Service regulate the terms and conditions of the provision of the CRM delivery service (hereinafter separately referred to as the "**Service**") and are an integral part of the CRM Supply Service Agreement (hereinafter referred to as the "**Contract**", also referred to in the General Terms and Conditions as the "**Service Contract**"). The Terms of Service together with the Basic and General Conditions constitute the main part of the Contract.
- 1.2. In addition to the Terms of Service, the provision of the Service is regulated by the General Terms and Conditions, which are also an integral part of the Contract, i.e. the Service Contract. The General Terms and Conditions set out the general terms and conditions of the provision of the Service, incl. the conditions of payment for the Service, the obligations of the Parties, liability, confidentiality obligation, forwarding of notices, data protection and dispute resolution, etc.
- 1.3. In relation to the provision of the Service, which is not regulated by the Service Conditions or the Contract, the Parties proceed from the provisions of the General Conditions or the Supplement(s) to the Agreement.
- 1.4. The terms used in the Terms of Service have the meaning assigned to them in Chapter 2 of the General Conditions.

2. SUBJECT-MATTER OF CONTRACT

- 2.1. The object of the Service Contract, i.e. the Service Contract, is the provision of the Service or CRM delivery service agreed in the Basic Terms and/or the Supplement(s) to the Agreement, on the basis of which the Service Provider supplies the FONTAKT CRM cloud service (hereinafter referred to as "**CRM**") as follows:
 - CRM SLA level:
 - CRM Support
 - CRM setup, integration and developments ordered by the Client (developments are presented as separate Annexes to this Agreement)
- 2.2. An overview of CRM properties can be found www.fontakt.com/crm.
- 2.3. In order to provide the Service, the Client's hardware, including that of the end user, must meet the requirements that are available (<https://resources.crm-service.fi/en/guide/system-requirements/>)
- 2.4. CRM consultation, development, deployment and integration projects are agreed upon as separate work orders, which are Addendum(s) to the Agreement.
- 2.5. The Service Provider provides primary support to the Client's Main User according to the SLA levels. Support is provided through the Customer Support Portal, Skype, phone or any other communication environment used on the Internet.
- 2.6. The Service is provided in accordance with the Contract, its Supplement(s), the General Terms and Conditions of Service. The prices and other specific conditions of the Service are set out in the Supplement(s), including the offer submitted to the Client, which is Annex 1 to the Agreement (hereinafter referred to as Annex 1). The Annexes, including Annex 1, become binding on the Parties and enter into force upon mutual signing of the respective Annex or upon entry into the Agreement in accordance with clause 1.3 of the General Conditions.
- 2.7. If the Client wishes to order additional services, including CRM additional components, under the Agreement, they shall be agreed upon as a separate Supplement.
- 2.8. Customer management is provided in accordance with the terms and conditions set forth in this chapter. The working hours of the customer management helpdesk are described in section 7.
- 2.9. The CRM solution is developed and hosted by the Finnish company CRM-service Oy, address Lutakonaukio 1, 40100 Jyväskylä, Finland (hereinafter referred to as the "**Supplier**"), contact person: Mikko Korpela (mikko.korpela@crm-services.fi). The Service is subject, among other things, to the Terms and Conditions of the Supplier, which are available <https://resources.crm-service.com/en/legal/>.

3. PRICING AND INVOICING

- 3.1. The prices of the service are set out in Annex 1 and/or other Annexes. The Service, any other service or additional service (including, for example, additional CRM components, CRM operating hours, etc.) the prices of which are not set out in Annex 1 or other Annexes are subject to the prices according to the General Price List.
- 3.2. The Service Provider shall settle with the Client on a monthly basis for the Services, including additional services described in Annex 1, unless otherwise provided in the respective Supplement or General Price List. User licenses (Fontakt CRM license fee) are calculated monthly and billed as prepayments at the beginning of the month, at the turn of the month for users in the software.
- 3.3. The price of a consultation, configuration, solution design and training hour for the Client is set out in the General Price List, unless otherwise specified in Annex 1. The hourly rate is calculated to the nearest half (0.5h) hour.
- 3.4. Travel and expense benefits are submitted in the month following that in which the expense is incurred, together with an explanation of the type and characteristics of the expense.
- 3.5. The Service Provider has the right to change the CRM prices described in the Agreement and the Annexes as follows:
 - 3.5.1. 3 (three) months' notice if the hourly rate described in clause 3.3 changes;
 - 3.5.2. with 6 (six) months' notice if the CRM license fee or user license fee increases (maximum 15% per annum);
 - 3.5.3. 3 (three) months' notice if an additional module or third-party service changes prices (for example, a BI module).

4. USER ROYALTIES

- 4.1. User royalties (Fontakt CRM license fee) are calculated at the end of each month based on the highest number of users. The customer has the right to add and remove users himself.
- 4.2. The Service Provider settles with the Client on a monthly basis, for the services described in the General Price List (Fontakt CRM license fee) and the prices of additional CRM components. Licenses for CRM users are calculated monthly and billed as a prepayment at the beginning of the month, for the highest number of users in the previous month.

5. RIGHTS TO DATA AND SERVICES

- 5.1. All rights reserved and belong to the Provider. The Provider owns the rights to the source code of the CRM and to the entire CRM with the copyright and ownership thereof. The Supplier also owns the settings or developments in CRM that have been made or ordered by the Customer.
- 5.2. The Customer has no copyright, title or intangible right to CRM, the end result of the Service and the source code.
- 5.3. A CRM may use third-party services and open source services as part of a CRM. The rights related to third-party solutions are regulated in accordance with the agreement concluded between the Provider and the third party.
- 5.4. The customer has the right to the data stored in CRM and its use over the Internet in accordance with the agreement and the ordered license.
- 5.5. The customer has the right to ask at any time for a copy of the data stored in CRM (billed on a working hour basis). In addition, the customer can export data using the profile of the main user.
- 5.6. After the termination of the service and the closure of CRM, it will no longer be possible to recover the data entered by the Customer.

6. DEGREES OF INCIDENT

- 6.1. This clause specifies the degrees of Client incidents, which are as follows:
 - 6.1.1. "Severity 4" - Low impact on the company, a problem that limits work to a small extent or is a cosmetic problem in customer management. An alternative solution or manual input is possible.
 - 6.1.2. "Severity 3" - The average impact on the company, a problem that limits work in customer management. An alternative solution or manual input is possible.
 - 6.1.3. "Severity 2" - A major impact on the company, a problem that affects performance or significantly limits the use of customer management. There is no alternative solution.
 - 6.1.4. "Severity 1" – A critical issue that limits the use of all Customer Management (for example, a Customer management reference does not open). There is no alternative solution. The problem needs an immediate response.
- 6.2. Any problems with the "Severity" level must be repeatable in order to resolve the incident and identify the error. The incident must be entered into the Customer Support Portal with the necessary information to identify the error (for example: a picture or a clearly described sequence of actions).
- 6.3. Exceptions – SLA levels only apply to customer management modules and features. Integration interfaces, applications, or standalone portals created for the customer are not subject to the SLA terms and conditions. Exceptions can be added to the terms of the SLA by separate agreement.

7. WORKING TIME FOR SLA LEVELS

- 7.1. This section shows the CRM helpdesk uptime for SLA levels and is as follows:

SLA level	Hours	Time zone
Standard	Mon–Fri, 9.00 - 16.30	GMT +2 hours
Gold	Mon–Fri, 8.30 - 17.00	GMT +2 hours
Platinum	Mon–Fri, 8.00 - 17.30	GMT +2 hours

8. FEEDBACK TIME

- 8.1. This section shows CRM helpdesk feedback times according to incident tiers SLA levels and are as follows:

SLA level	Platinum (24x7)	Gold (12x5)	Standard
Notification limit	Unlimited	Unlimited	Unlimited
Critical Problem [Severity 1]	120 minutes or less; 24x7	4 hours	12 hours
Great impact on the company [Severity 2]	4 hours	12 hours	24 hours
Average impact on the company [Severity 3]	16 hours	24 hours	48 hours
Low impact on the company [Severity 4]	32 hours	48 hours	96 hours
Sending notifications through the Customer Support Portal	Included	Included	Included
"Live" customer support	24x7	Working time in accordance with point 7.1.	Working time in accordance with point 7.1.
Customer management performance monitoring	Yes	Yes	Not

Network connection control and Customer management response time check	Yes	Yes	Not
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9. PURPOSE OF THE SOLUTION TIME

9.1. This section sets out the resolution time objectives according to incident tiers to the SLA levels and are as follows:

SLA level	Platinum (24x7)	Gold (12x5)	Standard
Critical Problem [<i>Severity 1</i>]	1 hour	4 hours	1 working day
Great impact on the company [<i>Severity 2</i>]	1 working day	2 working days	3 business days
Average impact on the company [<i>Severity 3</i>]	4 business days	8 business days	Incoming or next general service update
Low impact on the company [<i>Severity 4</i>]	Incoming or next general service update	Incoming or next general service update	Incoming or next general service update

9.2. The resolution time is calculated from the moment the message is entered into the Customer Support Portal and if the message is in the status "in progress".

10. SERVICE AVAILABILITY FOR SLA LEVELS

10.1. This section sets out the availability of the Service for SLA levels and is as follows:

SLA level	Availability*	Per day#
Platinum	99 %	6.4 min
Gold	99 %	6.4 min
Standard	94 %	39.6 min

10.2. The availability of the Service in the table in clause 10.1 (indicated in the Availability table*) is guaranteed only during working hours, working hours for SLA levels are given in clause 7.1. The available time of the service does not include the following cases:

- 10.2.1. Lack of Internet connection of the service provider (breaking the cable of the TV operator or failure of equipment);
- 10.2.2. Different types of attacks (for example: DoS, DDoS);
- 10.2.3. Lack of internet connection of the client or hardware problems.

10.3. The table in Section 10.1 shows the maximum time (indicated in the Daily#) table during which access to the Service may be lacking.

11. PLANNED MAINTENANCE

11.1. The planned maintenance of the Service, which may cause interruptions in the availability of the Service, is carried out outside working hours. Service updates and corrections are made, if necessary, every week on Thursdays from 18:00 to 19:30 (GMT +2).

11.2. As an exception to clause 11.1., all critical or security updates shall be carried out immediately, regardless of the time and length of the interruption in the availability of the Service.

11.3. Customers who have a standalone solution (*Dedicated server*) or SLA level Platinum can choose the update time as needed, except for critical or security updates.

12. CONFIDENTIALITY AND LIABILITY

12.1. The obligation of confidentiality and the liability of the Parties are stipulated in the General Terms and Conditions. The Service Provider shall keep all data stored by the Customer in CRM confidential and shall not use such data or pass it on to third parties.

12.2. The Service Provider cannot control the Client's use of CRM over the Internet connection. Thus, the management of the user IDs of the Service is entirely the responsibility of the Client.

13. VALIDITY AND EXPIRY OF THE AGREEMENT

13.1. The Agreement shall be valid from the date of its entry into force and shall be concluded for an unspecified term.

13.2. Both Parties have the right to cancel the Contract regularly (without reason) by notifying the other Party thereof at least 3 (three) months in advance.

13.3. The Client has the right to terminate the Contract by notifying thereof in writing 3 (three) months in advance by sending a notice to the e-mail address fontakt@fontakt.com

13.4. The grounds for extraordinary cancellation of the Contract are set out in clause 10.4 of the General Conditions. In addition to the above, the Service Provider has the right to terminate the Agreement and the provision of the respective Service immediately if the Client uses CRM

directly or indirectly for illegal activities, and does not terminate such activity within a week from the moment of issuing the reminder, despite the relevant reminders. In this case, the Service Provider shall not be liable for the consequences incurred by the Client from the termination of the provision of the Service, including any damages.

14. FINAL PROVISIONS

14.1. These Terms of Service shall be valid upon entry into force of the Agreement as of 01.08.2023.