1. SCOPE OF THESE TERMS AND DEFINITIONS

1.1 These Nordic ID RADEA Software as a Service (SaaS) Terms of Use ("Service Terms") apply to the use of Nordic ID RADEA Saas that is used to collect and analyse the data from the Nordic ID RFID or barcode readers ("Products") and manage Customer's Product fleets, as specified in Nordic ID RADEA service description ("Software Service") by any Customer entity or company ("Customer") unless otherwise agreed in a Contract. "Nordic ID" or "Supplier" means Nordic ID Oy, a company duly organized under the laws of Finland or any entity or company partly or wholly owned by Nordic ID Oy selling the Software Service to the Customer ("Nordic ID Affiliate"). The terms and conditions agreed in the Contract shall apply in addition to these Service Terms

1.2 The following definitions shall have the following meaning:

"Contract" means these Service Terms together with a written contract signed by the parties to which these Service Terms are referred to or attached.

"Customer material" means information or material transferred by the Customer to the Software Service
or otherwise provided or made available to the Supplier on behalf of the Customer for purposes of the Software Service as well as any other information or material specified as Customer material by the parties in writing.

"Identifier" means user identifier such as password or other method for identifying the user of the Software Service in a reliable manner.

"Permitted Users" means, in relation to the Customer, any of its Personnel.

"Personnel" means an employee, director, officer, contractor or consultant of a Party

"Supplier material" means material provided or made available by the Supplier to the Customer for purposes of the use of the Software Service and any other information or material specified as Supplier Material by the parties in writing.

2. SOFTWARE SERVICE AND SERVICE LEVELS

2.1 The Supplier undertakes that the Software Service will comply substantially with the service description as provided to the Customer in writing. The Supplier does not warrant that Customer's use of the Software Service will be uninterrupted or error-free; or that the Software Service and/or the information obtained by Customer through the Software Service will meet Customer's requirements. the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. The Customer undertakes to ensure that the Software Service is suitable for the Customer's purpose of use and that it meets the Customer's requirements for the Software Service.

2.2 The Supplier shall use all reasonable efforts to inform the Customer without delay of any matter that comes to the knowledge of the Supplier and that may prevent use of the Software Service in conformity with the Contract. The Parties agree that the period that the Software Service is not accessible to Customer, as a consequence of any of the following: (i) a Force Majeure event, including general internet outage; (ii) a failure in the infrastructure of the Customer; or (iii) downtime during which the Parties have agreed that the Software Service shall be inaccessible so that Supplier can perform updates, upgrades or maintenance for security or system integrity purposes, shall not be used to calculate the service levels.

2.3 The specified maintenance slots for the Software Service will be announced within the Software Service with a notice period of at least two weeks. Urgent patches or security fixes will not be announced and shall not be used to calculate service levels. The maintenance activities set out in this section shall be deemed included in the charges for the Software Service, unless set out otherwise in a Contract.

Nordic ID Oy | Salo IoT Campus | Joensuunkatu 7 | FI-24100 Salo |Finland
Office +358 2 727 7700 | Fax + 358 2 727 7720 | info@nordicid.com

www.nordicid.com

3. CHANGES TO THE SOFTWARE SERVICE

3.1 The Supplier shall be entitled to make such change to the Software Service that (a) relates to the production environment of Software Service and does not affect the contents of the Software Service or serv level; (b) is necessary to prevent severe data security risk related to the SoftwareService; or (c) results from law or regulation by authorities.

3.2 If the Supplier makes a change to the Software Service as specified in section 3.1 which influences the Software Service delivered to the Customer, the Supplier shall inform the Customer of the change in good time in advance or, if this is not reasonably possible, without delay after the Supplier has become aware of such matter.

3.3 The Supplier is entitled to make a change to the Software Service other than specified in section 3.1 after informing the Customer in good time in advance. If the change has a material effect on the contents of the Software Service or the service level, the Supplier must inform the Customer about the change in writing at least 90 days before the effective date of the change and the Customer shall have the right to terminate the Contract by giving a termination notice in writing no later than 30 days prior to the effective date of the change.

4. SUSPENSION OF SOFTWARE SERVICE

4.1 The Supplier shall have the right to suspend delivery of the Software Service for a reasonable duration on working days (Monday to Friday) from 6 pm to 8 am, on Saturdays, Sundays and official holidays if this is necessary to perform installation, change or maintenance work in respect of the Software Service. and such installation, change or maintenance work cannot be performed at a reasonable cost without suspension of the Software Service.

4.2 The Supplier shall have the right to suspend delivery of the Software Service due to installation, change or maintenance work of general communications network or due to a severe data security risk related to the Software Service or if required by law or regulation by authorities or due to a force majeure event. If the Supplier suspends delivery of the Software Service for a reason specified in this section 4.2, the Supplier shall inform the Customer of the suspension and the duration of the suspension in good time in advance or, if this is not reasonably possible, without delay after the Supplier has become aware of such matter.

4.3 The Supplier shall have the right to prevent the Customer's access to the Software Service without first consulting the Customer, if the Supplier justifiably suspects that the Customer burdens or uses the Software Service in a manner that jeopardizes the delivery of the Software Service to other users. The Supplier shall without undue delay inform the Customer of the reasons for such prevention.

5. USE OF THE SOFTWARE SERVICE

5.1 Subject to Customer's payment of the agreed fees, the restrictions set out in this section 5 and the other terms and conditions of the Contract, the Supplier grants to the Customer with effect from the effective date of the Contract, a non-exclusive, non-transferable, non-sublicensable, right to permit Permitted Users to use the Software Service for Customer's internal business purposes during the term of the Contract. the Customer and Permitted Users are entitled to use material derived from the Software Service that contains Customer Material and material created for the Customer in the Customer's internal business also after the expiry of the Contract.

5.2 The Customer is not entitled to resell or in any other way distribute the Software Service to third parties unless mutually agreed in writing. The Customer shall not access the Software Service to build a product or service which competes with the Software Service.

5.3 The Customer shall not access, store, distribute or transmit any viruses, or any material during its use of the Software Service that:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
b) facilitates illegal activity;
c) depicts sexually explicit images;
d) promotes unlawful violence;

e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or
f) in a manner that is otherwise illegal or causes damage or injury to any person or property;

5.4 Customer shall not alter or modify the whole or any part of the Software Service; or decompile, disassemble or reverse engineer the object code of the Software, except as may be allowed (a) by any applicable law which is incapable of exclusion or (b) by explicit agreement to that end between the Parties.

5.5 Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software Service and, in the event of any such unauthorized access or use, promptly notify the Supplier.

5.6 The Supplier shall deliver to the Customer Identifiers needed for the use of the Software Service in accordance with the Contract.

5.7 The Customer shall be responsible for ensuring that its Permitted Users maintain Identifiers diligently and do not disclose them to third parties. The Customer shall be responsible for the use of the Software Service using the Customer's Identifiers.

5.8 The Customer undertakes to notify the Supplier without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier is being misused. The Customer's responsibility for the use of the Software Service with its Identifiers expires when the Supplier receives the Customer's notification or when the Supplier otherwise becomes aware of the misuse.

5.9 Upon Supplier's written request, the Customer is obliged to change the Identifiers.

5.10 Supplier may use electronic tools and procedures to measure and monitor Customer's allowed use of the Software Service for billing purposes and to verify compliance with the terms of the Contract. In the event Supplier's measurement and monitoring reveals any deficiency between the amounts paid to the Supplier and the amounts that should have been paid to the Supplier, Customer shall promptly remit payment to the Supplier of such undisputed amounts.

6. BACK-UPS

6.1 As of the date of deployment of the Software Service, the Supplier will be taking backups of the Customer Material stored in the Software Service, for checking the functionality of the backups and for ensuring that Customer Material can be recovered from the backups.

6.2 If the Customer Material stored in the Software Service is destroyed, lost, altered or damaged while the Customer has used the Customer's Identifier or if the Customer has otherwise by its own action caused the destruction, loss or alteration of, or damage to, the Customer Material stored in the Software Service, the Supplier shall have the right to charge for the recovery of such material in accordance with its then current price list.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights and title to the Software Service and Supplier material and amendments thereto shall belong to the Supplier or a third party.

7.2 All intellectual property rights and title to the Customer Material shall belong to the Customer or a third party.

7.3 The Supplier has the right to use Customer Material for the performance of the Contract.

7.4 The Customer shall be responsible for Customer Material and for ensuring that the Customer Material does not infringe any third-party rights or violate any legislation in force from time to time.

7.5 Unless otherwise agreed in writing, the Supplier shall provide the Customer Material to the Customer within 30 days of the Customer's written request. The Customer Material will be delivered in an electronic form commonly in use or in another form as agreed by the parties. The Supplier shall have the right to charge for the collection, processing and delivery of the Customer Material in accordance with its then current price list.

7.6 The Supplier will store the Customer Materials in the Software Service for 60 days after the termination or expiration of the Contract, after which the Supplier shall at its own expense destroy

the Customer Material unless the Customer has requested return of the Customer Material. In any case the Supplier shall be entitled to destroy or retain the Customer Material to the extent required by law or regulation or by competent authorities.