

QUICKSAVE TERMS OF SERVICE

These Terms of Service ("**Terms**") govern the subscription, access, and use of Quicksave's applications ("**Service(s)**") provided by Quicksave Interactive Oy (Business ID: 2813450-2) ("**Quicksave**"). The latest version of these Terms is also available on Quicksave's website.

By executing the Service Agreement or a corresponding contractual document (hereinafter "**Agreement**") that references these Terms or by clicking a box indicating acceptance, or by otherwise taking the Service into use, the customer organization will become contractually bound by these Terms. You hereby warrant to have the required authority to enter into a binding agreement by accepting these Terms on behalf of the Customer.

Each party (the Customer as indicated in Agreement and Quicksave) is hereinafter individually referred to as the "**Party**" and together as the "**Parties**."

Please note that Quicksave may in certain cases also provide the Customer with custom services or functionalities, which may be ordered separately, or which may be indicated separately in the Agreement. These Terms are, however, only applicable to the access and use of Quicksave's SaaS-based Services as well as any services directly related thereof.

1. Agreement and Order of Precedence

These Terms, along with the Agreement and the other appendices contained therein form the full contractual framework between the Parties.

In case of a discrepancy between these Terms and the Agreement, the content of the main body of the Agreement shall have priority.

2. Right to use the Service

Subject to due payment of the Service Fees, as set out in the Agreement, as well as subject to the compliance with the Terms agreed herein, Quicksave grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Service during the subscription term ("**Subscription Term**") set out in the Agreement.

The Customer understands and agrees that the Service is being provided to them under a limited license and is not being sold to the Customers and Users, and that the Customer and the Users do not gain any ownership interest of any kind in the Service under these Terms.

3. About the Service

The functionalities of the Service are further specified in the Software Description attached to the Agreement.

Unless separately set out in the Agreement or the Software Description, the Customer or Users are not entitled to receive, inter alia, customer support services, consultation services, data transfer, integration, or implementation services. In case such services are included in Quicksave's service offering, Quicksave shall have the right to collect the applicable fees and charges relating to these services and shall provide such services in accordance with the service descriptions.

4. Authorized Users

If the Service comprises of authorized users, only individuals authorized by the Customer are allowed to access and use the Service ("**User(s)**"). The Customer is only entitled to allow access to Users exclusively from the Customer's own organization and shall not provide access to the Service to any third parties. Any unauthorized use is prohibited.

The Customer and each User shall be responsible for any unauthorized use of the Service conducted with their usernames and/or passwords, where applicable. All User accounts are strictly personal. Quicksave has the right to disable any username, password, or other identifier, whether chosen by you or provided by us, and/or suspend access to the Service, at any time if, in our opinion, the Customer or any User has violated any provision of these Terms.

In the event of or if the Customer or the User has a reason to suspect any unauthorized access or use of the Service, or if any password has been revealed to a third party, Quicksave must be promptly notified.

The Customer shall remove and manage the access rights to the Service when necessary, such as in case of termination of employment of a User.

5. Restrictions of Use

The Service is only intended to be used for the Customer's own business operations and may not be used for other purposes. Quicksave may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service or any action that may be damaging to the rights or interests of Quicksave or any third party.

Unless otherwise permitted in these Terms, the Customer or the Users may not:

- (a) circumvent or attempt to circumvent any usage control or anti-copy features of the Service;
- (b) probe, scan, or test the vulnerability of the Service;
- (c) use the Service and the content available through the Service in any manner that could damage, disable, overburden, or impair the Service;
- (d) use any data mining, robots, scraping, or similar data gathering or extraction methods;
- (e) use, sell, rent, transfer, license, or otherwise provide anybody with the Service and/or the content available through the Service, except as provided herein;
- (f) interfere with Quicksave's other customers' use of the Service;
- (g) reverse engineer or decompile the Service or access the source code thereof;
- (h) use the Service for transmitting any unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation or mass messaging;
- (i) use the Service in violation of applicable law, including any applicable employment or privacy laws;
- (j) modify, reproduce, adapt, translate, creative derivative works of or otherwise exploit any portion of the Service, or use the Service in ways that violate intellectual property rights, business secrets, or privacy of third parties;
- (k) use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms, or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

6. Other Obligations

The Customer is responsible for ensuring that their hardware, connections, software, and data systems work and are compatible with the operating environment of the Service and for ensuring that the Service fulfills the Customer's intended purpose of use. The use of the Service requires a functioning connectivity to the internet.

The Customer is responsible for all data and content the Customer or a User enters into the Service and the validity and accuracy thereof.

The Customer shall ensure that Users use the Service in compliance with these Terms. Misuse of the Service by the Customer or any User may lead to immediate termination of the subscription or suspension or denial of access to the Service.

7. Third-Party Services

Certain functionalities or elements of the Service may be provided by or integrated with services provided by third-party service providers or partners.

Quicksave shall not be liable for the performance of the third-party services or for any direct or indirect claims or damages arising from the use of third-party services. In addition, Quicksave shall not be liable for interruptions to the availability of the services provided by third parties.

These Terms exclusively cover the Service and the use thereof and any and all linked third-party services and platforms are provided by the relevant third parties and covered by their terms of service, privacy policies, or other terms or licenses. Quicksave does not assume any liability in regard to the use of such third-party services and platforms, whether or not they are linked to the Service.

8. Intellectual Property Rights

The Services are provided to the Customer as SaaS services. The license to the Services are set out in the Section 2.

All title and any intellectual property rights to the Services and any related documentation belong to Quicksave or its licensors.

Intellectual property rights shall be understood in the broadest sense, including but limited to any copyright, patent, trademark, design right, database protection right, and any other form of statutory protection of any kind (whether registered or unregistered) and applications for any of the foregoing respectively as well as any know-how, inventions, and trade secrets in or related to the Service and thereto related documentation (including modifications, if any) and all parts and copies thereof.

Except as expressly stated herein, these Terms do not grant the Customer or the User any intellectual property rights in the Service, and all rights not expressly granted hereunder are reserved by Quicksave and its licensors, as the case may be.

9. Confidentiality

The Parties may exchange confidential information during the performance of this Agreement. All confidential information shall remain the property of the disclosing Party and the receiving Party shall keep confidential and refrain from using such confidential information otherwise than for the purposes of this Agreement.

The confidentiality obligations of the receiving Party under this Agreement shall not apply to information which:

- (i) was in the receiving Party's possession before its disclosure by the disclosing Party as proven by the written records of receiving Party; or
- (ii) is independently developed by the receiving Party without recourse to the confidential information as proven by the written records of receiving Party; or
- (iii) is part of the public domain in other ways than by faults, acts of omissions of receiving Party, as proven by the written records of receiving Party.

The receiving Party shall promptly upon the other Party's request or termination of the Agreement cease using such material and information received from the disclosing Party and, unless the Parties separately agree on destruction of such material, return the material in question (including all copies thereof). The receiving Party shall, however, be entitled to retain the copies, if any, required by law.

This Section 9 shall survive the termination of the Agreement and these Terms and be in force for a period of five (5) years thereafter.

10. References

Quicksave may use the Customer as a reference in its marketing, promotional, and business development activities, including but not limited to case studies, customer success stories, and testimonials, provided that such use does not disclose any confidential information without prior written consent.

For this purpose, the Customer grants Quicksave a non-exclusive, worldwide, royalty-free license to use the Customer's name, logo, trademarks, and other relevant intellectual property rights strictly as necessary for the permitted reference activities.

11. Analytics Data

Quicksave shall have the right to collect aggregated and anonymized analytics data from the Customers and the Users' use of the Service, provided that such data cannot be linked to any identifiable individual or the Customer entity. Such analytics data shall be proprietary to Quicksave, and the Customer hereby assigns to Quicksave all rights, titles, and interests,

including intellectual property rights, they may have in such analytics data.

Quicksave may use such analytics data to e.g. develop its own products and services, generate statistics and compilations, and use them for the service offerings as well as for its other commercial purposes.

12. Personal Data Processing

The terms of this Section 12 shall apply to the processing of personal data carried out by Quicksave within the Service as a processor on behalf of the Customer as a controller under the EU General Data Protection Regulation ("GDPR").

General Terms of the Processing

Quicksave shall only process personal data in accordance with the terms of the Agreement and documented instructions from the Customer, unless required to do so by applicable law. In such a case, Quicksave shall inform the Customer of the requirement unless prevented by law. If Quicksave finds that the instructions of the Customer are in violation of applicable law, Quicksave shall inform the Customer and not be obliged to follow such instructions.

After the expiration of the Agreement, Quicksave shall at the Customer's choice return or delete all personal data of the Customer, unless required to store such data by law.

Security of the Processing

Quicksave shall implement appropriate technical and organisational security measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction or damage, taking into account the costs of implementation as well as the nature, scope, context and purposes of processing carried out by Quicksave as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons.

The measures shall include, where appropriate and relevant: (i) the pseudonymization and encryption of personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Quicksave shall ensure that all persons participating in the processing of personal data have committed

themselves to confidentiality or are under a statutory obligation of confidentiality.

Assistance

Taking into account the nature of the processing, Quicksave shall assist the Customer in fulfilling its obligations regarding the data subjects' rights under Chapter III of the GDPR with appropriate technical and organisational measures, as well as assist the Customer in fulfilling its obligations under Articles 32 to 36 of the GDPR (including data protection impact assessments and data breach notifications).

Quicksave shall, subject to the Customer's prior approval, have the right to charge a fee for any Customer-specific work when handling such assistance requests.

Subprocessors

The Customer gives Quicksave a general authorisation to engage subcontractors as subprocessors to process personal data in connection with the provision of the Service. Quicksave shall ensure that the subprocessors are bound to at least substantively similar data protection obligations as set out in this Section.

The subprocessors are listed below in this Section. Quicksave shall inform the Customer of any changes to the subprocessors and allow the Customer to object to the change for purposes related to data protection. If Quicksave chooses to engage the subprocessor regardless of the Customer's objection, the Customer shall have the right to terminate the Agreement effective on the date of the change.

International Transfers

Quicksave processes personal data in the European Union. Some of our service providers operate globally and may in some cases transfer personal data outside the EU. In such cases, we require that the service providers comply with the requirements of the GDPR, such as, where applicable, agreeing on the protection of personal data using the standard contractual clauses approved by the European Commission and applying additional safeguards.

Audits

Quicksave shall make all information necessary to demonstrate compliance with Article 28 of the GDPR available to the Customer. The Customer or an auditor appointed by the Customer shall have the right to audit the processing activities of Quicksave under the Agreement to assess Quicksave's compliance with the data processing provisions of the Agreement and applicable data protection laws with thirty (30) calendar days' prior written notice.

The Customer shall bear the costs of the audit and compensate Quicksave for any expenses caused by participation in the audit. Where an audit may lead to the disclosure of business or trade secrets of Quicksave or threaten the intellectual property rights of Quicksave, the Customer shall employ an independent auditor to carry out the audit, and the auditor shall agree to be bound by confidentiality to the benefit of Quicksave.

Description of the Processing

Subject-Matter, Nature and Purpose of the Processing: Personal data is processed for the purpose of user management and access control, as well as ensuring the security and functionality of the Service.

Categories and Types of Personal Data: User account data (e.g. username and access rights), Contact data (e.g. email address), Technical and Usage data (e.g. IP addresses, device data and log data), License data (e.g. start and expiration date).

Duration of the Processing: Personal data is processed for as long as the Agreement is in force.

Subprocessors: Amazon Web Services EMEA SARL.

13. Interfaces and integration tools

For the avoidance of doubt, all interfaces and integration tools relating to the Service are provided on an "as is" basis. Quicksave may provide the Customer with such interfaces and integration tools as developed and implemented by Quicksave from time to time. The Customer acknowledges that some interfaces or integration tools may be provided by third parties and/or may have connections or links to third-party service providers' software or systems. Quicksave shall not, under any circumstances, be liable for the actions of such third parties or the parts of the interfaces or integration tools that are delivered, maintained, or owned by third parties.

14. Support

Quicksave responds to support queries during normal business hours (9 a.m. to 6 p.m.) in Helsinki, Finland on business days, excluding major public holidays in Finland. Support queries may be sent to support@quicksave.fi.

On a case-by-case basis and as may be agreed with the Customer, a shared communication channel may be set up to facilitate faster communication.

Any changes on the support channels shall be duly informed to the Customer.

15. Availability

Unless the Parties have separately agreed on specific service levels, Quicksave will strive but cannot fully guarantee to have the Service available 24 hours a day, 7 days a week during the term of the subscription.

Notwithstanding the above-mentioned, Quicksave shall have the right to temporarily suspend the provision of the Service in accordance with the following, without any obligation to compensate any damages or service level failures.

Quicksave shall have the right to suspend the availability of the Service for a reasonable duration if this is necessary in order to perform installation, change, or maintenance work in respect of the Service. If Quicksave suspends the Service for this reason, Quicksave strives to inform the Customer and the Users of the suspension and the estimated duration of the suspension in advance and strives to minimize any inconvenience resulting from the suspension.

Quicksave shall have the right to deny access to the Service without any prior notice if Quicksave suspects that the Customer or the User burdens or uses the Service in a manner which may jeopardize the availability of the Service to other users. Quicksave shall without undue delay inform the Customer of the reasons for such denial.

The Customer and the Users further acknowledge that interruptions to the availability of the Service may also occur due to no fault of Quicksave, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.

16. Fees and payment

As a compensation for the use of the Services, the Customer shall pay Quicksave the fees set forth in the Agreement or the Quicksave's price list in force from time to time.

Unless otherwise agreed in the Agreement, invoicing shall be performed in advance on a monthly basis. The term of payment is thirty (30) days net from the invoice date. If the payment is delayed, the Customer shall pay interest for late payment in accordance with the Finnish Interest Act (signum, as amended).

All prices quoted are net amounts and exclusive of VAT or any other applicable sales tax, as the case may be, which will be added to the invoices where applicable.

Except as expressly set forth herein, all fees are non-refundable once paid and the Customer shall not be entitled to refund of any fees in the event of termination of these Terms or the Agreement.

Quicksave shall have the right to adjust the fees and prices for the Services from time to time. Any change in the pricing for Services shall be notified by Quicksave to the Customer in writing at least three (3) months prior to such change taking effect. In the case the Customer does not accept the price amendment, the Customer shall have the right to terminate the Agreement as of the effective date of the price amendment by a written notice to Quicksave, which notice shall be issued at least thirty (30) days prior to the effective date of the price amendment. Any price list changes shall not apply to ongoing subscription terms that have already been paid for by the Customer, but they shall be applied to any renewals of such Service subscription terms. If the Customer does not issue a termination notice as set out above, the price amendment shall be deemed to be approved by Customer.

17. Changes to the Services or Terms

Quicksave may make modifications or changes to the Services or these Terms at any time at its sole discretion and without notification, provided that such changes do not materially affect the Customer, Users or the usability of the Service.

If Quicksave introduces changes to the Services or these Terms materially affecting the Service, Quicksave will notify the Customer thereof at least thirty (30) days in advance in writing and the Customer is entitled to object to the revised Terms, in which case Quicksave may elect to have the prior Terms control, to negotiate an alternate solution with Customer, or if neither of the foregoing is applicable then Customer may terminate the Agreement in case the Customer does not accept the changes.

Customer's continued use of the Service following notice, and/or Customer's failure to object in writing to a proposed change within the thirty (30) day period, constitutes Customer's acceptance the revised Terms.

18. Seat changes

A seat may be reassigned to a different User on a monthly basis. However, the license is not a "floating license", meaning that it cannot be shared among multiple people during the same month.

To add new licenses, the Customer shall notify Quicksave in writing, either by email to sales@quicksave.fi or through a mutually agreed communication channel.

The number of licenses can be reduced similarly by notifying Quicksave in writing one (1) month in advance. For the avoidance of doubt, in case the number of licenses is reduced to zero (0), the Agreement shall be considered terminated.

19. Warranty and limitation of liability

Except as specifically provided under these Terms or the Agreement, the Service is provided "as is" and with the functionalities available at each time without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability, title, non-infringement, and fitness for a particular purpose. Quicksave has no other obligations or liabilities than those that have expressly been agreed upon.

Neither Party shall be liable for any indirect or consequential damages. The total aggregate liability of Quicksave in connection to the Customer's use of the Service shall in all cases be limited to the aggregate Service Fees paid by the Customer to Quicksave during the three (3) months preceding the occurrence for which damages are claimed.

The limitations of liability specified above shall not apply to damages caused by a breach of Section 5 (Restrictions of Use), Section 8 (Intellectual Property Rights), Section 9 (Confidentiality), or to damages caused by gross negligence or willful misconduct.

20. Term and Termination

The validity of these Terms shall be governed by the validity of the Agreement (or, in the absence of a formal written agreement document, for the validity of the respective Subscription Term).

The validity of provisions that by their nature are intended to survive the termination or expiry of these Terms shall not be affected by such expiry or termination.

21. Miscellaneous

Severability

If any part of these Terms is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of these Terms. Instead, these Terms shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

Force Majeure

Neither Party shall be liable to the other or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of its obligations under these Terms, if the delay or failure was due to any cause beyond its reasonable control ("**Force Majeure**"). If such event of Force Majeure continues for a period of more than 30 days and the Parties have not been able to agree to alternative arrangements, the Party not affected by Force Majeure shall have the right to terminate the Agreement forthwith by a written notice to the other Party. In such case no compensation or indemnity is due.

Entire Agreement

These Terms, together with the Agreement, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements relating to the subject matter hereof. For clarity, these Terms, together with the Agreement and its appendices, shall replace in entirety all agreements, in whatever form, concluded between the Parties prior to the Agreement and relating to the subject matter hereof.

No Waiver

The failure by a Party to enforce any of the provisions of these Terms shall not constitute a waiver of the same or affect that Party's rights thereafter to enforce the same, except where such waiver is expressly provided for in writing.

No Agency

Nothing in these Terms is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Amendments

These Terms may be amended only by an instrument in writing signed by both Parties, excluding Quicksave's right to amend these Terms unilaterally under Section 17.

22. Governing Law and Dispute Resolution

These Terms are executed in accordance with and shall be governed by the laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these Terms, or a breach, termination or validity thereof shall be settled primarily by amicable negotiations between the Parties.

Should negotiations not lead to a settlement between the Parties in sixty (60) days, any dispute, controversy or claim arising out of or relating to these Terms, 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, and the language of the arbitration shall be English. Evidence may be presented and witnesses heard in addition in Finnish language.