



Livion Oy

TERMS OF USE | Livion cloud software

Version: 10.10.2018

Visit regularly the webpage <https://www.livionkey.com> for any updates to these terms and conditions.

Applicability

These terms of service are applied for sale, use and provision of any software, content or information Livion Oy ("Livion") offers through the internet ("service") to a customer who concludes an agreement with Livion for the use of the service. In these terms, "customer" can refer either to the company or legal entity concluding the agreement, or to any of its users who have a right to use the service based on the agreement concluded by the company or legal entity. The service is targeted to businesses or other legal entities or organizations, not to consumers. A user of the service must be at least 18 years old. By concluding an agreement with Livion and using the service the customer accepts these terms and agrees to comply with them during the term of the agreement. Customer is also responsible that the users in its organization use the service in accordance with these terms. A binding agreement for the use of the services can be made by (1) signing in writing or electronically an agreement regarding the use of the service, (2) accepting an offer Livion has provided to the customer, or (3) when registering as a user of the service at Livion's website.

Service provider and contact details

Livion Oy

Business ID: 2417101-5

Rantakatu 7, 67100 Kokkola

FINLAND

www.livion.fi / www.livionkey.com

email: asko.lamminen@livion.fi

Tel: +358 400 919 351

Remote helpdesk and customer service available: weekdays between 9 AM and 3 PM (EET/EEST), excluding public holidays.

Description of the service

The service is an online-based software, used through a browser, for remote control of Livion's key boxes. For more information, visit www.livionkey.com.

Changes to service and these terms

Livion develops the service continuously, so Livion retains the right to make changes to these terms and to the service. Livion notifies customers of significant changes to the terms or service by informing users by email, by publishing the terms on its website or via the service or in some other manner, as Livion considers suitable. Changes become effective on the notified date, unless otherwise provided. If the change concerns pricing or significant changes in the features of the service, Livion aims to notify at least one month prior to the change. Unless a specific effective date has been given for the change, the change become effective when it has been made. By continuing to use the service after the change the customer accepts it. If the customer does not accept the changes, it must terminate the agreement by written notice prior to the changes becoming effective and stop the use of the service.

Use of service and limited license

Livion grants the customer, subject to these terms, a limited, non-exclusive, personal and non-transferable license to use the service for the customer's internal business purposes. The customer (including its users) agrees to use the service according to these terms and applicable laws. If Livion has reason to believe that the customer or a user has not followed these terms or the applicable laws, Livion may delete or limit the user rights or conduct other means it considers necessary.

A customer and a user cannot (a) use or try to use another user's account without his/her and Livion's permission; (b) copy, modify or create derivative works of the service, its content or technology relating to it; (c) reverse engineer, decompile, disassemble or otherwise try to derive the source code of the service or its technology; (d) remove any intellectual property right notices from the service; (e) create a user account by using another person's personal data or otherwise incorrect or fake data; (f) transfer his/her account to another user without Livion's prior written consent; (g) sell, resell or otherwise provide the license to use the service to a third party without Livion's prior written consent.

Registration and user accounts

A customer receives a right to use the service throughout the term when concluding an agreement



for the use of the service and registering a user account. The use of the service requires that a customer (e.g. a company or other legal entity) concludes an agreement with Livion relating to the use of the service and the account is registered and user names created for the service. The number of the users and the features included in the service may depend on the agreement and subscription level. During the registration Livion must be provided with required details of the user(s) and the customer organization. The customer is responsible for giving accurate and truthful information and update the information when necessary for creating and maintaining a user account in the service. Login and password details are always personal.

The customer must make sure that its users maintain the login and password details in a secure manner. Login and password should never be provided to anyone else and a person should never use another person's or another customer's login and password. If the customer or a user believes or knows that the confidentiality of his/her login and password has been compromised, he/she should inform about it to Livion without delay. Livion has the right to delete or limit user access, if Livion justifiably believes that the confidentiality of the user account has been compromised or the user does not follow these terms or otherwise acts in bad faith.

Data security, personal data and privacy

Livion aims to ensure that the data security of the service is on an industry standard level.

Protecting the privacy of customers, users and other personal data processed in the service is important to Livion. As a data controller, Livion collects and uses personal data in accordance with its privacy principles. Livion's privacy policies are available at: www.livion.fi and www.livionkey.com, visit the pages regularly for any updates.

If Livion is considered in its performance of contractual obligations a data processor in relation to its customer, the data controller (as defined in the EU General Data Protection Regulation), then Livion's data protection terms are also applied.

Content entered or created by the customer

If a customer or any of its users enter or create content in the service while using it, the intellectual property rights relating to such content is owned by the

customer or applicable user. However, Livion has a right to use the content for providing the service to the customer, for developing the service or for any other reasonable business purpose of Livion. Livion has also a right to use and publish aggregate, statistical and anonymous data from content entered by a customer or otherwise relating to customer's use of the service, provided that a person cannot be identified of the material created and published by Livion.

The customer is responsible that it (or any of its users) has a right to enter the content into the service and that the content it has entered does not violate any laws or third party rights and is otherwise lawful. For a justified reason, Livion has a right to delete, modify or restrict the content entered by the user into the service.

Intellectual property rights

The service (including any customer-specific modifications, updates and bug fixes) and content relating to it are protected by copyright and other intellectual property right laws and are and shall remain the sole and exclusive property of Livion or its licensors, as the case may be. Other intellectual property rights, such as trademarks, patents, designs or trade secrets, may as well relate to the service, which also belong to Livion or its licensors. No intellectual property rights are transferred from Livion to customer, the customer is only granted a limited license to use the intellectual property relating to the service in its internal operations in accordance with these terms.

Third party intellectual property right violations

Livion is responsible that the service itself does not violate any third party copyrights. Livion shall defend any suit against the customer arising out of any infringement of a third party copyright, to the extent based on customer's use of the service, and indemnify for any final judgment awarded against the customer by a court of competent jurisdiction as a result from such suit or settle such suit at no cost to the customer provided that (a) the customer notifies Livion promptly as it is apprised of the third-party claim; (b) the customer permits Livion to handle defendant's case or settlement; and (c) the customer gives Livion all reasonable assistance and information available as well as all necessary authorizations.

Using the service

Use of the service requires a browser and an internet connection as well as a suitable device, such as a computer or a mobile phone. Even if the service has been tested on different devices, browsers and operating environments, Livion cannot provide any warranties that the service will function error-free on all possible devices, browsers and operating environments.

The customer is responsible at its own cost to acquire and maintain necessary devices, software and internet connections required for the use of the service. Livion does not guarantee that the application can be used specifically with the customer's device, software and internet connection. Livion is not responsible of the possible outages or disconnections of the service for instance due to updates, technical issues or problems or other similar reasons. Livion is not responsible for any damages caused by or relating to use or inability to use the service.

Warranties; Information in the service; Limitation of Livion's liability

Even if Livion has used great care in developing and maintaining the service, Livion cannot provide any warranties that the service would operate error-free. The service is provided to the customer on "AS IS" and "AS AVAILABLE" basis. Furthermore, Livion does not represent or warrant that the service is fit for customer's specific purposes. The customer uses the service at its own risk and it should evaluate prior to use of the service whether the service is fit for the customer's intended purpose or not.

Livion's aggregate liability arising out of or relating to breach of contract, tort, warranty or otherwise shall in no event exceed the total sum paid by customer for use of the service within the two (2) month period prior to making first claim for damages or monetary compensation.

Any damages or monetary compensation must be claimed by the customer no later than three (3) months after the customer became aware of the cause for the claim, with the risk of otherwise losing its right to claim any damages or monetary compensation based on breaches of agreement.

Livion is not liable to the customer for any indirect, special, consequential or punitive damages or

administrative fines (including loss of revenue or profit, business losses, business interruptions and loss of data) caused by violation of an agreement or these terms, or by use of or inability to use the service. Furthermore, Livion is not responsible for any claims made by or damages suffered by third parties.

These limitations of Livion's liability are applied to the fullest extent permitted by mandatory provisions of applicable laws.

Maintenance

Livion performs continuously normal development and maintenance work for the service. Due to this, Livion is entitled to temporarily restrict or limit the use of or access to the service. Livion aims to schedule the maintenance updates in a manner that causes as little harm to the customer as reasonably possible. Livion is not responsible for any damages or harm caused by interruptions in the use of the service. Livion notifies the customer of planned changes or interruptions in the service in a manner as it considers appropriate. All maintenance and support work are by default performed remotely from Livion's location on weekdays during normal business hours. Livion makes backup copies and deletes data contained in the service in accordance with its normal IT and data retention policies.

Prices and payments

Prices for the service in force at the time of concluding the agreement are described in the agreement between Livion and the customer. If the parties have not agreed on prices, Livion's price list valid at the time of concluding the agreement shall apply. The payable prices and fees for the service may depend on the amount of users and features or functions included in the service.

Livion is entitled to update prices by providing at least one (1) month's advance notice to the customer. If the customer does not accept the price increase, it may terminate the agreement in writing by using one (1) month's notice period.

Unless otherwise notified, value added taxes are not included in the prices and fees, which shall be added and payable by the customer in accordance with applicable laws.

All payments for the services shall be made in euros to an account specified by Livion, unless the parties agree otherwise.

The service fees are invoiced on a monthly level. The payment term is fourteen (14) days from the date of invoice. The interest rate for delayed payments is 11 % per annum.

Term and termination

An agreement regarding the use of the service is in force and valid until terminated by a party by providing at least one (1) month's written notice to the other party.

Livion may also terminate the agreement with immediate effect, if customer does not pay the applicable service fees, or if the customer becomes insolvent or goes bankrupt, or if the customer uses the service in violation with these provisions, the applicable laws or good business practice.

A party is also entitled to terminate an agreement in whole or in part in the event that the other party fails to comply with any material term of an agreement or these terms, provided that such failure is not cured, to the extent the failure is curable, within fourteen (14) days after the notice of the breach was provided.

When the agreement relating to the use of the service is terminated or expires, terminates or expires also the right to use the service. Livion deletes customer data in its possession after termination or expiration in accordance with its standard data retention policies. The terms and conditions of an agreement which by their nature and purpose are intended to survive termination, shall survive any termination or expiration of an agreement.

Applicable law and dispute resolution

The agreement, these terms and the use of the service are governed by the laws of Finland, without regard to its conflict of laws rules and principles.

Any dispute arising between the parties will be settled by amicable settlement. Failing amicable settlement within thirty (30) days of the dispute being referred to the settlement, the dispute will be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce by one (1) sole arbitrator appointed in accordance with those Rules. The arbitration shall be held in Helsinki, Finland

and the arbitration proceedings shall be conducted in English. The Parties agree to keep confidential all information, documents and material relating to the arbitral proceedings as well as the arbitration award. Livion shall, however, have the right to bring up any claim, related to an Agreement and based on a due receivable from the customer, in the district court where the customer is domiciled or in any other district court in customer's jurisdiction.

Other terms

Livion is entitled to employ subcontractors to fulfill its obligations under an agreement and it is liable to customer for all acts of its subcontractors as for its own acts.

Livion shall not be deemed to be in breach of an agreement, or otherwise be liable to customer, for any failure to perform, or any delay in performance, caused by a reason beyond Livion's control (force majeure events).

Unless otherwise agreed, a party does not have the right to transfer an agreement or rights and obligations related to it, entirely or partly, to a third party without the other party's prior written acceptance. However, a party may assign an agreement or rights and obligations related to it without the other party's acceptance in connection with any merger, sale of business or similar transaction.

These terms and the additional agreed upon terms in an agreement contain the entire agreement between the parties and supersede all prior communication, discussions and agreements relating to the subject matter. All changes to an agreement must be made in writing.

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