



## **GENERAL TERMS OF SERVICE**

**2025 | 2**

1 GENERAL TERMS OF SERVICE

1.1 Terminology

Service Provider	VertoNordic Oy
Purchaser	The company or association that uses the Service or Services provided by the Service Provider
Parties	The Service Provider and the Purchaser collectively
Service Agreement	An agreement about the provision of the Service
Service	The product, service or solution offered to the customer by the Service Provider
Water Metering System	The Smartvatten Verto Sub-Metering System
M2M Interface	A device interface that connects various devices to a mobile network
VertoLive	An online portal developed and maintained by the Service Provider and used for the visualisation of the data produced by the Water Metering System
Location	Residential or business premises, such as a housing company
Dwelling	An apartment or business unit that has its own apartment/unit number
User	The Service User authorised by the Purchaser
Resident	A person living in the dwelling
Maintenance Visit	A repair or inspection visit to the Dwelling or Location related to the operation of the Water Metering System
Emergency	A fire, vandalism, damage or other abnormal event in the apartment

1.2 Scope

These general terms of service (“General Terms of Service”) apply between the Service Provider and the Purchaser, and they cover the Services provided by the Service Provider.

This document is an integral part of an agreement that also includes the following documents as a minimum:

- Agreement
- Appendix 1 Data Protection Appendix
- Appendix 3 Service Description

1.3 Validity and termination of the Agreement

This Service Agreement shall come into effect immediately when the Purchaser places its order. The Agreement is valid for a fixed term of one (1) year from the activation of the service, after which the Agreement shall remain valid until further notice.

After the fixed term of the Agreement has ended, the Agreement can be terminated by the Purchaser in writing three (3) months before the end of the current billing period. For the sake of clarity, it is noted that if the Agreement is terminated at least three (3) months before the end of the current billing period during the fixed term, the Agreement shall expire when the fixed term ends.

## 1.4 Services, pricing and payment terms

The content and pricing of the Services shall be defined in the agreement and its appendices. Any additional services agreed separately shall be charged according to the Provider's current price list. VAT shall be added to the prices at its current applicable rate.

The services shall always be charged in advance for a period 12 months. The payment term is 14 days from the date on the invoice. Late payments are subject to interest according to the Finnish Interest Act (633/1982). The payment term can be deviated from by agreement.

For work that is not covered by any agreements and that is agreed separately, the Service Provider shall charge as follows:

- Administrative work €75 per hour
- Software and specialist work €119 per hour

## 1.5 General responsibilities of the agreeing

### Parties

The Service Provider shall deliver the Service according to the agreement.

The Purchaser shall (i) perform its agreed duties in accordance with the agreement and with care, (ii) give the Provider sufficient and correct information for the purposes of the provision of the Services and (iii) facilitate the provision of the Services to the best of its ability. It is the responsibility of the Purchaser to ensure that the Purchaser has a right to process any personal data the Services may contain.

The Parties and their subcontractors must comply with the arrangements agreed between the Parties in writing and the legislation applicable to the Party in question to ensure data protection, data security and privacy when personal data is processed.

The Parties must ensure that the part of the delivery and the Parties' own environment they are responsible for according to the agreement, such as the equipment, service provision facilities and business facilities the Party is responsible for, are protected against data security risks in accordance with appropriate data security policies adopted by the Party and that procedures related to protection and data assurance are followed.

If the Purchaser discloses personal data to the Service Provider, the Data Protection Terms of this agreement (APPENDIX 1) shall apply unless otherwise agreed.

## 1.6 Service levels

The Service Provider shall endeavour to achieve the availability described in the service description, but the Service Provider does not guarantee uninterrupted availability of the Service. Minor deviations from the described availability shall not be considered as Service faults.

The definitions of availability do not include (i) interruptions related to routine maintenance or similar reasons (telecommunications network or server maintenance etc.); or (ii) issues related to the operation of communications networks.

The Purchaser shall ensure that any systems and equipment it uses in relation to the Services are in working order.

The detailed service levels of the Services are described in the service descriptions.

## 1.7 Changes to services, pricing and agreement terms

The Service Provider reserves the right to make annual index adjustments to its prices. The adjustments shall be based on the Labour Cost Index (Industry J, Information and communication), and the baseline for the adjustments shall be determined by the value of the index in January 2023. If the customer does not agree with a price increase, the customer may terminate the service with a notice period of six (6) months, during which time the service price shall not be subject to the index increase.

The Service Provider reserves the right to make changes to the service descriptions and agreement terms of the Services, provided that it informs the Purchaser about such changes at least three (3) months before the start of a new billing period.

## 1.8 Force majeure

The Service Provider shall not be responsible for its contractual or compensation obligations if the performance of the agreement is prevented or delayed by a force majeure event. Force majeure refers to an event that the Service Provider could not take into account when the agreement was concluded and that is out of the Service Provider's control. These events can include, but are not limited to, national emergencies, labour disputes, fires, natural disasters, disruptions to energy supply,

legal provisions or orders or decisions by authorities, device damage or similar damage caused by a third party and supply faults of the agreeing party that are caused by the aforementioned events. If the performance of the agreement is prevented or delayed because of the aforementioned reasons as a result of a force majeure event, the deadline for the obligation shall be extended to an extent that is considered as reasonable given the circumstances.

## 1.9 Disclaimer

The Service Provider shall not be liable for indirect or consequential damages. The Service Provider shall not be liable for direct or indirect damages that are caused by telecommunications disruptions or other communications outages.

In all cases, the Service Provider's liability for compensation arising from a breach of agreement shall be limited to the monthly fee of the Service at the time of the breach multiplied by six.

Claims for compensation must be made within one (1) month from the moment when the Purchaser noticed or the Purchaser should have noticed the Service fault the claim is about.

## 1.10 Immaterial rights

All copyrights and other immaterial rights related to the Service are owned by the Service Provider or a third party (such as a subcontractor working for the Service Provider).

## 1.11 Confidentiality

The Parties agree to keep all information and business secrets related to this agreement or each other's customers, products or procedures acquired in connection with the preparation of the agreement and while the agreement is valid confidential regardless of how the information was disclosed, recorded or acquired. The Parties agree not to use the information and business secrets for any other purpose than the one set out in this agreement. Each Party has a responsibility to ensure that its staff and any subcontractors and suppliers/vendors are required to respect the obligation of confidentiality. The obligation of confidentiality shall continue even after this agreement has ended.

Information that was widely available or otherwise public at the time of disclosure or that has become public at a later stage without a breach of the obligation of confidentiality shall not be considered as confidential.

The Parties have a right to provide the necessary details of the content of this agreement when explicitly requested to do so by authorities if this is based on a right provided by a law, order, decision etc. The Parties have a right to disclose information necessary for the performance of this agreement to their subcontractors or partners.

## 1.12 Power of attorney and authorisations

The Purchaser agrees to grant the Service Provider the powers of attorney and/or authorisations necessary for the delivery and provision of the services.

## 1.13 Other terms and conditions

The Purchaser does not have a right to transfer the agreement to a third party without the Service Provider's written consent. The Service Provider has a right to transfer the agreement to another company that is part of the same group as the Provider or, in the case of transfer of assets, to the receiving company.

This agreement shall be governed by the laws of Finland. Any disputes arising from this agreement shall be resolved through negotiations between the parties if possible. If an understanding cannot be reached via negotiations, the dispute shall be resolved at a court of arbitration in accordance with the arbitration proceeding rules set out by the Central Chamber of Commerce of Finland. The arbitration proceedings shall take place in Tampere, and they shall be held in Finnish. The Service Provider shall also always have an option to alternatively initiate proceedings at the district court of the Purchaser's home town.

These general terms of service come into effect on the date they are signed, and they shall remain in effect until further notice.

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DROP COUNTS.**

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