

Terms of Service

These terms of service (“Terms of Service”) govern the use of the services provided by BeeHealthy and apply to all agreements and order forms to which these are incorporated.

1. Definitions

Agreement – means, unless otherwise agreed, the contractual arrangement between BeeHealthy and Customer, consisting of these Terms of Service and each Order Form, as may be supplemented or modified by mutual written agreement of the Parties.

Affiliate – means any legal entity which is directly or indirectly owned or controlled by a Party or directly or indirectly owning or controlling a Party or under the same direct or indirect ownership or control as a Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty (50%) per cent of the nominal value of the issued equity share capital or of more than fifty (50%) per cent of the voting rights entitling to vote for the election of Board of Directors or an equivalent body performing similar functions, which can exercise such control.

Analytics Data – means diagnostic, technical, usage and other similar statistical data and information (in whatever form) deriving from and relating to Customer’s, its Authorized Parties and end users’ use of the Services together with possible feedback, reviews and other similar information in anonymous form.

Authorized Parties – means Customer’s or its Affiliate’s Employees and third-party providers authorized by Customer to access or use the Services and/or to receive Customer Data by system integration or other data exchange process.

BeeHealthy – means the applicable contracting entity as specified in the Order Form.

Confidential Information – means (i) any software utilized by BeeHealthy in the provision of the Services and its respective source code; (ii) Customer Data; (iii) each Party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or proprietary; and (iv) the terms, conditions and pricing of the Agreement (but not its existence or parties).

Customer – means the entity identified in the applicable Order Form as the Customer and which has entered into the Agreement with BeeHealthy. Customer may subscribe to Services for use by itself and/or its Affiliates as specified in the applicable Order Form.

Consulting Services – means the professional services provided to Customer by BeeHealthy, which may include training services, installation, integration or other consulting services.

Customer Data – means (i) data generated by the Services during Customer’s use thereof; (ii) data uploaded by Customer to the Subscription Services; (iii) data received through integrations with Customer’s systems; and (iv) any other data or content designated as Customer Data by mutual written agreement of the Parties.

Data Processing Agreement – means the data processing agreement available at: <https://beehealthy.com/legal/>.

Documentation – means descriptions, manuals, user guides and other documentation made available by BeeHealthy and which may be updated by BeeHealthy from time to time.

Effective Date – means the date the Agreement has been duly signed by both Parties.

Employee – means employees, consultants, contingent workers, independent contractors of Customer and its Affiliates.

Feedback – means any feedback, suggestions, ideas, amendments, additions, modifications, enhancement requests, recommendations, or other information provided by Customer or its Authorized Parties about BeeHealthy’s Confidential Information, Services or Documentation.

Improvements – means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Services and Documentation, as developed by BeeHealthy and made generally available for Customer without a separate charge.

Intellectual Property Rights – means patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets.

Order or Order Form – means the document describing the Services ordered by Customer from time to time and other matters required to be agreed between the Parties for the delivery of the agreed Services.

Personal Data – means any information relating to an identified or identifiable natural person processed under the Agreement. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as further defined in the applicable data protection laws.

Service Fees – means the fees payable by the Customer under the Agreement as detailed in the Order Form.

Services – means Subscription Services and Consulting Services.

Subscription Services – means BeeHealthy’s digital service platform and its modules and functionalities that Customer has subscribed to by an Order Form for use by itself and/or its Affiliates, and is delivered, operated and maintained by BeeHealthy. The platform consists of core functionalities and optional add-on services. Certain Subscription Services may require an active subscription to the core platform as a prerequisite, as specified in the applicable Order Form.

Standard Software – means any standard software components and instructions and other related materials (including any modifications thereto) provided to Customer under separate license terms of the relevant licensor.

Service Level Agreement – means the service level agreement available at: <https://beehealthy.com/legal/>.

Term – means the initial term of Customer’s subscription to the applicable Subscription Service, as specified in the Order Form, and each subsequent renewal term (if any).

2. Provision of Services

2.1 Insofar as the Services include or consist of Standard Software, such Standard Software is subject exclusively to the terms and conditions of the relevant licensor.

2.2 In the event of any conflict or inconsistency between these Terms of Service and an Order Form, the Order Form shall take precedence to the extent of such conflict or inconsistency. Notwithstanding the foregoing, with respect to the processing of Personal Data, the Data Processing Agreement (together with its appendices) shall take precedence over all other provisions of the Agreement to the extent of any conflict or inconsistency relating to data protection matters.

2.3 BeeHealthy Obligations

- 2.3.1 BeeHealthy shall provide the ordered Services in accordance with the Agreement and shall perform its tasks with due care.
- 2.3.2 During the Term, BeeHealthy will: (i) provide the Services to Customer in accordance with the Agreement; and (ii) not use Customer Data except: (a) to provide the Services, prevent or fix service or technical problems; (b) to review service Improvements; (c) in accordance with Customer's instructions; or (d) as otherwise expressly agreed in the Agreement.

2.4 Customer Obligations

- 2.4.1 Customer agrees to provide BeeHealthy with accurate and sufficient information and instructions necessary for the implementation and provision of the Services. During the implementation of the Services, Customer is responsible for making all necessary decisions, allocating required resources, and facilitating factors under its control. Unless otherwise specified in the Agreement, Customer shall procure and maintain all necessary equipment, software, and services. BeeHealthy shall communicate the relevant requirements to the Customer and provide reasonable time to fulfil such requirements.
- 2.4.2 Customer may enable access to the Subscription Services for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates and not for the benefit of any third parties. Customer is responsible for all Customer Affiliates' and Authorized Parties' use of the Subscription Services and compliance with the Agreement.
- 2.4.3 Customer (i) bears responsibility for the accuracy, quality, and legality of all information transmitted to the Subscription Services; (ii) is responsible for complying relevant regulatory and legal requirements applicable to Customer in the territory for the Customer's intended use and (iii) shall make reasonable efforts to prevent unauthorized access to or use of the Subscription Services and shall notify BeeHealthy immediately of any such unauthorized access or use.

3. Support

- 3.1 Customer is entitled to maintenance and support and certain availability provisions for the Services, as defined in the Service Level Agreement.
- 3.2 Maintenance or support shall not cover changes or repair of errors caused by (i) use contrary to the Agreement or Documentation, (ii) a non-BeeHealthy product or service, (iii) a change or correction made by Customer or a third party, or (iv) any reason beyond BeeHealthy's commercially reasonable control.
- 3.3 If it is established that the correction of error reported by Customer or any service request is not covered by the Agreement, or if the fault does not lie with BeeHealthy or the Subscription Service, BeeHealthy is entitled to charge for diagnosis, location of the error, and any additional services at the prevailing rates applicable at that time.
- 3.4 Customer is responsible for the management, documentation, and escalation of service requests to Customer's other 3rd party providers. BeeHealthy will assist where possible but is not responsible for failure of any other vendor to respond or deliver, for the work required to complete the service request by that third party or any costs or penalties in relation to such work which would be delivered by the vendor. Interfaces to other vendor products will be investigated at Customer's request or in an effort to resolve an incident.

4. Change Request Management

- 4.1 BeeHealthy may, at its sole discretion, decline any request that is technically infeasible, commercially unreasonable, or otherwise beyond the scope of the Subscription Services.
- 4.2 BeeHealthy shall evaluate change requests and determine whether they are included in the agreed Service Fees or subject to separate charges.
- 4.3 Minor changes shall be included in the agreed Service Fees. Major changes require a separate Order Form and may include: (i) functionality or workflow modifications; (ii) configuration changes; (iii) custom reports; (iv) training and consultations; (v) workshops; or (vi) other work not explicitly covered in the Agreement.

5. Service Fees and Payment Terms

- 5.1 Service Fees and any other agreed fees and expenses due will be invoiced from Customer in accordance with the Agreement. Except as otherwise agreed, BeeHealthy's invoices will be due and payable by Customer within fourteen (14) days net from receipt of invoice.
- 5.2 The remuneration and other agreed fees and expenses shall be stated in EUR. All Service Fees are exclusive of any taxes, duties, levies or similar governmental charges ("**Taxes**"). Customer is responsible for paying all Taxes applicable to Customer's use of the Services, other than taxes based on BeeHealthy's income. The applicable tax treatment shall be determined as follows: (a) for Customers located in Finland, Service Fees shall be subject to statutory value added tax ("**VAT**") as required by Finnish law; (b) for Customers established in a European Union member state other than Finland, the reverse charge mechanism shall apply to the extent permitted under applicable VAT legislation, in which case Customer shall be responsible for self-assessing and remitting the applicable VAT. Customer shall, upon BeeHealthy's request, provide a valid VAT identification number. If Customer fails to provide a valid VAT identification number upon request, BeeHealthy shall be entitled to charge applicable VAT; (c) for Customers located outside the European Union, the applicable Taxes (including but not limited to VAT, Goods and Services Tax, or equivalent consumption taxes) shall be determined in accordance with applicable local law. Customer acknowledges that BeeHealthy may be obligated to collect and remit certain Taxes in accordance with applicable local tax regulations, and Customer agrees to pay any such Taxes accordingly. If any withholding tax or similar deduction is required by applicable law to be applied to payments made by Customer to BeeHealthy, Customer shall gross up the payment so that BeeHealthy receives the full amount of the Service Fees as if no such withholding or deduction had been made. Customer shall provide BeeHealthy with official tax receipts or other documentation evidencing the payment of any such withholding tax. If BeeHealthy is not required to collect Taxes in a particular jurisdiction, Customer shall remain solely responsible for the reporting and payment of any Taxes owed to the relevant tax authorities. In the event of any change in applicable tax legislation that affects the tax treatment of the Service Fees, the Parties shall cooperate in good faith to adjust the invoicing and payment arrangements accordingly.
- 5.3 Payment shall be deemed to have been made when BeeHealthy has received the amount in full and available in the bank account specified in the invoice. Late payment interest shall be calculated from the due date to the date of receipt of payment at the rate of nine (9) percent per annum, or the maximum rate permitted by applicable law, whichever is higher. Invoices shall be issued monthly in arrears.
- 5.4 BeeHealthy is entitled to adjust the Service Fees annually in accordance with the percentage change in the index "Q Human health and social work services" for each

contract year (Official Statistics of Finland (OSF): Producer price indices for services)¹, provided that such adjustment shall only result in an increase of the Service Fees and shall not result in any decrease thereof. The starting point is the index published at the beginning of the relevant Order Form. Adjustments take effect on January 1st of each year.

- 5.5 BeeHealthy may increase the rates applicable to the Services by an amount corresponding to an increase of costs of relevant third-party offerings.
- 5.6 BeeHealthy shall inform Customer of any increase of the rates applicable to the Services at least forty-five (45) days before the effective date of the increase.
- 5.7 Reasonable travel and accommodation expenses shall be invoices on time and material basis and reimbursed by Customer against receipts thereof and against a detailed invoice. Any travel arrangements must be accepted in advance by Customer in writing.
- 5.8 BeeHealthy has the right to suspend the Services if the Customer is in default of payment of undisputed Service Fees due under the Agreement and fails to pay such Service Fees within thirty (30) days of the date of a written request for payment. The suspension may continue until the Customer has paid all undisputed Service Fees due under the Agreement, after which BeeHealthy will resume providing the Services. The Customer may withhold payment of Service Fees to the extent it disputes them in substance, provided such dispute is communicated in writing prior to the due date.

6. Intellectual Property Rights

- 6.1 All Intellectual Property Rights and title to the Customer Data shall belong to Customer or its third party. To the extent necessary for BeeHealthy's performance of the Services, Customer hereby grants to BeeHealthy a limited, royalty-free, non-exclusive, non-transferable license to use Customer Data for the sole purpose of providing the Services.
- 6.2 Customer acknowledges that BeeHealthy or a third party owns and retains all the Intellectual Property Rights in and to the Services, Improvements, Documentation and any related process, material, content or methodology provided or used by BeeHealthy, and any modification, improvement or enhancement thereto however developed or provided. Nothing contained in the Agreement shall be construed to convey to Customer any rights or ownership in or to the Services, Improvements, Documentation, or related methodologies, material, content or processes, including any related Intellectual Property Rights, other than the limited rights expressly provided in the Agreement.
- 6.3 Subject to the terms of the Agreement and subject to the due payment of all Service Fees, BeeHealthy hereby grants Customer (for itself and those of Customer's Affiliates for whom Customer has subscribed to the Services in the Order Form) a non-exclusive, revocable in case of Customer's breach of the Agreement and non-transferable, right to use the Services and Documentation, solely for the internal business purposes of Customer and its Affiliates, to the scope of use defined in more detail in the Order Form, and solely during the Term.
- 6.4 Customer shall not: (i) modify or copy the Services, Improvements or Documentation or create any derivative works based on the Services, Improvements or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign,

¹Official Statistics of Finland (OSF): Producer price indices for services. ISSN=1798-3940. Helsinki: Statistics Finland. Access method: <https://stat.fi/en/statistics/pthi>

distribute, time share, offer in a service bureau, or otherwise make the Services, Improvements or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Services, Improvements or Documentation, including but not limited to, any software utilised by BeeHealthy in the provision of the Services, except to the extent required by Law; (iv) access the Services or Documentation in order to build any commercially available product or service, except as otherwise provided in an applicable Order Form; or (v) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Services, Improvements or Documentation.

- 6.5 BeeHealthy collects Analytics Data for Customer as part of the Services as described in the Documentation. All rights to the Analytics Data belong to Customer. Customer hereby grants to BeeHealthy a worldwide, perpetual, (except in the presence of legal requirements) irrevocable, non-exclusive, but sublicensable or transferable to third parties acting on behalf of BeeHealthy right to process and use the Analytics Data in connection with BeeHealthy's business processes (including for product development purposes), provided that the Analytics Data is processed in aggregated or otherwise anonymized form. The usage right includes the right to reproduce, create derivative works and modify the Analytics Data by BeeHealthy or by third parties acting on behalf of BeeHealthy.
- 6.6 BeeHealthy shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Feedback. BeeHealthy shall have no obligation to make Improvements based on received Feedback. Customer shall have no obligation to provide Feedback.

7. Confidentiality

- 7.1 Each Party shall keep confidential all material and information received from the other Party and marked as confidential, or which should be understood to be confidential and may not use such material or information for any purposes other than those set out in the Agreement. The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public; (b) which the receiving party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; (d) which the receiving party has independently developed without using material or information received from the other party; or (e) which the receiving party is required to provide due to law or regulation by the authorities.
- 7.2 Each Party shall promptly upon termination of the Agreement or when the Party no longer needs the material or information in question for the purpose set out in the Agreement cease using confidential material and information received from the other Party and upon request return or destroy the material including all copies thereof in a reliable manner and shall evidence the destruction upon request. Each Party shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

8. Warranty

- 8.1 BeeHealthy warrants during the Term that (i) the Services will substantially conform to the Documentation and (ii) the Services will be performed in a professional manner and in accordance with generally accepted industry standards.
- 8.2 BeeHealthy warrants compliance with the service levels and the granting of service credits in accordance with the Service Level Agreement.

- 8.3 BeeHealthy also warrants that, to its knowledge, the Services do not infringe any third-party intellectual property rights.
- 8.4 BeeHealthy does not warrant that the use of the Services will be uninterrupted or error-free. BeeHealthy reserves the right, at its discretion, to make improvements, additions, and modifications, provided that core functionalities of the Services shall not be removed during the Term, and to correct errors or defects in the Services, notwithstanding that such measures may temporarily affect the Customer's access to or use of the Services.
- 8.5 BeeHealthy does not provide any warranty for the Services if the Customer does not properly fulfil their obligations under Section 2.4 (*Customer Obligations*) or violates them.

9. Suspension and Discontinuation of the Services

- 9.1 BeeHealthy shall have the right to temporarily suspend the provision of the Services and/or deny Customer's access to the Services without notice due to (i) a significant data security risk to the Services, (ii) if applicable law or a court or administrative order requires BeeHealthy to do so, (iii) if BeeHealthy becomes aware of, or reasonably suspects, any activities of Customer or its authorized users that violate its obligation under the Agreement, (iv) if the Services are used contrary to, or for a purpose prohibited by the Agreement, applicable laws or court or administrative orders, or the Services are used in a manner that jeopardizes the provision of the Services to other users. BeeHealthy shall immediately notify Customer of the suspension of the Services under this Clause 9.1 as well as the grounds for such suspension and shall use its best efforts to resolve the issue with Customer without undue delay.
- 9.2 Customer selects the cloud infrastructure provider where the Subscription Services are hosted. BeeHealthy is not liable for discontinuation or material changes to services by the selected provider. If such changes occur, BeeHealthy will promptly inform Customer, and the Parties will agree on alternative arrangements and any associated costs.

10. Infringement of Intellectual Property Rights

- 10.1 BeeHealthy shall at its own expense indemnify Customer against claims presented against Customer that the Services infringes third party intellectual property rights in the jurisdiction(s) where the Services are used by Customer.
- 10.2 Customer agrees to indemnify BeeHealthy, at the Customer's own expense, against any claims made towards BeeHealthy based on any information or data Customer inputs to the Services, including without limitation claims that the Customer's Material infringes third party intellectual property rights or that the data otherwise infringes applicable laws.
- 10.3 The indemnitor's obligations in Clause 13.1 and 13.2 are conditioned on the indemnitee: (i) promptly giving written notice of the claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this Clause 10.3 except to the extent that the indemnitor is prejudiced by such delay); (ii) giving the indemnitor sole control of the defence and settlement of the claim (although the indemnitor may not settle any claim unless it unconditionally releases the indemnitee of all liability); and (iii) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance.
- 10.4 BeeHealthy shall not be liable if the claim (i) is asserted by an Affiliate of Customer; (ii) results from alteration of the Services by Customer or from compliance with

Customer's written instructions; (iii) results from use of the Services in combination with any product or service not supplied or approved by BeeHealthy; (iv) could have been avoided by the use of a released product or service that complies with the Agreement and corresponds with the Services and which product or service is offered for use to Customer by BeeHealthy without separate charge; or (v) to the extent the claim is based on a violation of Customer's obligations under Section 2.4.

- 10.5 If in BeeHealthy's determination the Services infringe third party intellectual property rights in the jurisdiction(s) where the Subscription Services are used by Customer or if such infringement has been confirmed in proceedings, BeeHealthy shall at its own expense and discretion either (i) obtain the right to continue use of the Services for Customer; (ii) replace the Services with a product or service that does not infringe third party property rights; or (iii) modify the Services in order to eliminate the infringement in such a manner that the modified Services comply with the Agreement. If none of the above-mentioned alternatives is available to BeeHealthy on reasonable terms, Customer shall, at the request of BeeHealthy, stop using the Services, and BeeHealthy shall refund the Service Fees paid by Customer for the Services less the proportion corresponding to the actual time of use without restrictions.
- 10.6 This Section 10 states each indemnitee's exclusive remedies and the indemnitor's sole obligations for all third-party claims related to the subject matter of this Section 10.

11. Subcontracting

Either Party shall have the right to subcontract its obligations under the Agreement. Upon request by the other Party, such Party shall provide necessary information regarding such subcontractors. Each Party shall ensure that its subcontractors comply with the requirements set out for the Party. Each Party shall be liable for the performance of its subcontractors as for its own performance. Each Party shall contribute to the cooperation between its subcontractors and the subcontractors of the other Party where necessary for the tasks related to the Agreement.

12. Limitation of Liability

- 12.1 Neither Party shall be liable for any loss of profit or indirect or consequential damages.
- 12.2 The total aggregate liability of a Party towards the other Party under an Order Form, including possible liquidated damages and service credits, shall not exceed one hundred per cent (100%) of the total Service Fees paid to BeeHealthy under that Order Form in the twelve (12) months period preceding the cause of action giving rise to a claim. During the first twelve (12) months from the Effective Date, the total liability of either Party shall not exceed the average monthly Service Fees, such average being calculated from the monthly Service Fees incurred between the Effective Date and the event giving rise to a claim multiplied by twelve (12).
- 12.3 The limitations of liability under this Section 12 shall not apply to: (i) wilful misconduct or gross negligence; (ii) a Party's indemnification obligations; (iii) breach of the other Party's Intellectual Property rights; (iv) breach of confidentiality obligations or (v) Customer's payment obligations.

13. Data Processing

Insofar as Personal Data is processed in connection with the Agreement, the provisions of the Data Processing Agreement shall apply.

14. Data Security

- 14.1 Each Party shall ensure that the data within its area of responsibility is protected by appropriate data security procedures and shall ensure that appropriate data security and data backup measures are maintained. Neither party shall be responsible for the data security of the general communications network or for disruptions in the general communications network.
- 14.2 One Party shall immediately notify the other Party of any significant data security risks and data security breaches discovered by that Party that pose a threat to the Services or their use. Each Party shall take immediate measures to eliminate or reduce the impact of a data security breach.

15. Backup

- 15.1 BeeHealthy shall make backups of the Customer Data stored on the Subscription Services, verify the functionality of the backups, and ensure that Customer Data can be restored from the backups.
- 15.2 Unless otherwise agreed, BeeHealthy will make backups at least once during BeeHealthy's normal working day (Monday to Friday, excluding weekends and public holidays). Otherwise, Customer is responsible for making backups of Customer Data. The above obligations may also be fulfilled by technical means other than making backups, if this leads to the same result.
- 15.3 If Customer Data stored on the Subscription Service is destroyed, lost, altered, or damaged whilst Customer was using any user credentials belonging to Customer, or if Customer otherwise caused the destruction, loss, alteration, or damage of Customer Data stored on the Subscription Service through their own actions, BeeHealthy has the right to charge for the restoration of such material in accordance with the agreed pricing principles.

16. Term and Termination

- 16.1 The Term of the Agreement shall commence upon its entry into force and shall have the duration specified in the Order Form. Thereafter, the Term shall be extended by one (1) year at a time, unless the Agreement or an individual Order Form is terminated by either party with six (6) months' notice.
- 16.2 These Terms of Service remain in force until the end of the Term or, in the event of termination, until termination of the last remaining Order Form.
- 16.3 An Order Form or the Agreement may be terminated with immediate effect for good cause if (i) the other Party commits a material breach of contract and fails to remedy the breach within thirty (30) days of written notice; or (ii) the other Party suffers enforcement proceedings or becomes insolvent or files for insolvency proceedings, or if an insolvency administrator is appointed for the other Party.
- 16.4 In the event of termination in accordance with Section 16.1 or 16.3: (i) BeeHealthy shall refund all prepaid fees for the affected Services that would have been provided after the effective date of termination; and (ii) Customer shall pay BeeHealthy all fees incurred or due and payable prior to the effective date of termination. In the event of termination of the Agreement as a whole, all Order Forms shall also be terminated on the same date. Upon termination of the respective Order Form or the Agreement, Customer shall cease using the respective Services, Documentation, and BeeHealthy Confidential Information.

- 16.5 Any termination must be in writing. Sending a hand-signed letter of termination as a PDF attachment to an email is sufficient.
- 16.6 Upon termination of the respective Order Form or the Agreement, BeeHealthy shall reasonably contribute to the transfer of Customer Data in BeeHealthy's possession to a party designated by Customer. Unless otherwise agreed in writing, the obligation to contribute shall end three (3) months after termination. The Service Fees specified in the Order Form shall apply.

17. General Provisions

- 17.1 The Parties are independent contractual partners.
- 17.2 All notifications, approvals, and consents under the Agreement shall be addressed to the respective contact persons of the Parties as specified in an Order Form or in these Terms of Service.
- 17.3 Neither Party shall be liable for delays or damages caused by an obstacle beyond the Party's control. Such force majeure events include, but are not limited to, war or insurrection, acts of terrorism, natural disasters, interruptions in data communication or power supply, import or export embargoes, strikes, lockouts, boycotts, or other similar industrial action. Each Party shall immediately notify the other Party in writing of a force majeure event and the termination of the force majeure event.
- 17.4 The Agreement and any dispute, claim or controversy arising out of or relating to the Agreement, or the breach, termination or validity thereof, are governed by and construed in accordance with the laws of Finland without regard to its principles and rules on conflict of laws. Any dispute, controversy or claim arising out of or relating to the Agreement, 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 by a sole arbitrator. The seat of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English. Notwithstanding the above, either party may apply to any competent court for interim or conservatory measures prior to the constitution of the arbitral tribunal or, in appropriate circumstances, seek such measures from the arbitral tribunal.
- 17.5 The Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matters covered and supersedes all prior negotiations, understandings, and agreements, whether written or verbal, relating to the subject matters covered. Any previous agreements, both written and verbal, between any of the Parties with respect to the subject matters covered shall be deemed null and void.
- 17.6 A Party may not assign the Agreement or rights and obligations thereunder without the express prior written consent of the other Party. Notwithstanding the above, BeeHealthy may assign the Agreement, in whole or in part, to any of its Affiliates or to any third party to which any part of its business is transferred, provided that the assignee agrees in writing to comply with the Agreement.
- 17.7 This Agreement, consisting of all Order Forms and these Terms of Service, is subject to the written form. This also applies to amendments to this written form clause.
- 17.8 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No

single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.9 If any provision of the Agreement is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain unaffected. The Parties undertake in this case to replace the ineffective provision with an effective provision that comes as close as possible to the ineffective provision in legal, economic and factual terms.
- 17.10 Those Sections that by their nature are intended to survive the expiry, termination or cancellation of the Agreement, will so survive.
- 17.11 Neither Party may, without the other Party's prior written consent, make or authorize any public announcement or disclosure regarding the Agreement or use the other Party's name, trademarks, service marks, or other proprietary marks in marketing or promotional materials. Any approved use must comply with any brand guidelines or other instructions provided by the granting Party.