

GENERAL TERMS FOR ARENA INTERACTIVE

§1 Scope of Application

These General Terms for Arena Interactive Group are applied, unless otherwise agreed in writing, to all continuous services and development services which Arena Interactive Oy and Arena Messaging Oy (jointly "Arena Interactive") provide for customers or distributors ("Customer").

§2 Definitions

2.1 Parties

"Parties" shall mean Arena Interactive and the Customer together.

2.2 Continuous Service

"Continuous Services" shall mean the SaaS Services (Software as a Service) developed and provided by Arena Interactive and offered through data networks. The Continuous Services are included in the Assignment and are further described in the Purchase Agreement or in Arena Interactive's offer or price list. The Services exploit Arena Interactive Platform Services which are developed separately from the Assignment.

2.3 Development Service

"Development Services" shall mean the development services performed as separate projects and other customized services related to the Assignment which Arena Interactive performs for the Customer to enable the implementation of the Continuous Services and which are described in the applicable Purchase Agreement or in Arena Interactive's offer or price list. The Scope of Delivery of Development Services is delivered for the Customer as Continuous Service.

2.4 Platform Service

"Platform Services" shall mean software related to e.g. mobile communications and mobile payments which are developed separately from the Assignment by Arena Interactive and which are used in connection with the provision of the Services. The agreed Platform Services are offered as part of the Continuous Services.

2.5 Service

"Services" shall mean the Continuous Services and Development Services which Arena Interactive offers for the Customers.

2.6 Subscription period

"Subscription period" shall mean the total time of the Continuous Services being available for the Customer.

2.7 End user

"End user" shall mean the Customer's client or other end user who utilizes the Services.

2.8 Service Time

"Service Time" shall mean the time period during which Arena Interactive's customer service is available. Customer support is available from 9 a.m. to 4 p.m. Finnish time (GMT+2) (during the agreed Subscription period), except for public holidays. The Service Time in alarm situations is mainly 24/7 to the extent agreed by the Parties, except for maintenance breaks scheduled in advance and other corresponding events that have been specified in these General Terms.

2.9 Service Environment

"Service Environment" shall mean the data systems and data connections of Arena Interactive and its cooperation partners, which are used for the purposes of providing the Services for the Customer.

2.10 Data

"Data" shall mean all information transferred via Services regardless of the content and form of the information.

2.11 Customer Data

"Customer Data" shall mean the material and data which the Customer provides for Arena Interactive for the use of the Service and to which the Customer has the right of ownership and copyright.

2.12 Assignment

"Assignment" shall mean the Service offered for the Customer and which Arena Interactive will perform for the Customer in accordance with the Purchase Agreement or Purchase Order.

2.13 Purchase Agreement

“Purchase Agreement” shall mean the agreement about the Assignment, made between the Customer and Arena Interactive. Purchase Agreement defines the contents, delivery terms and sales terms of the Assignment.

2.14 Purchase Order

“Purchase Order” means a notification provided by the Customer to Arena Interactive by which the Customer accepts Arena Interactive’s offer concerning the Assignment describing the content of the Service, costs and the delivery schedule.

2.15 Scope of Delivery

“Scope of Delivery” shall mean the agreed result, measure or other output which is a result from the Development Services, offered by Arena Interactive for the Customer as Continuous Service.

§3 Terms of the Services

3.1 Offer and agreement

Contents of the Services to be supplied for the Customer is defined in the Purchase Agreement or in Arena Interactive’s applicable offer delivered for the Customer and in the possibly enclosed service description or project plan. Estimated costs of the Service, the delivery schedule and other relevant information regarding the Services are also set forth in the Purchase Agreement, offer or project plan.

The Customer accepts the offer or the project plan by sending Arena Interactive the Purchase Order by e-mail or otherwise in writing. Any response from the Customer to the offer or to the project plan, which includes additions, limitations or other supplementary terms, is not binding for Arena Interactive but instead is a counterproposal.

Unless a separate written Purchase Agreement is made of the performance of the Service, the offer or the project plan provided by Arena Interactive to the Customer and Customer’s corresponding Purchase Order shall constitute an agreement regarding the Assignment.

Arena Interactive’s offer provided for the Customer is valid for forty-five (45) days from the date of the offer. Arena Interactive is not obligated to perform the Services for the Customer if the Customer sends the Purchase Order after the above-mentioned time period. However, if Arena Interactive accepts the Purchase Order which has been made after the validity time, the offer forms a binding Assignment.

3.2 General obligations of the supplier, delivery of the Services

Arena Interactive delivers the Services in accordance with the Assignment and then current service description and interface description of the Continuous Services, and in accordance with the project plan of the Development Services.

Arena Interactive is entitled to select data connections upon its discretion and otherwise produce the Services in accordance with its own practices and operational processes. Arena Interactive is entitled to use subcontractors for the performance of the Services.

3.3 Customer’s requirements concerning Assignment or Service

Any changes which the Customer proposes to the Assignment, shall be subject to separate negotiations between the Parties on case-by-case basis. Such changes that are not attributable to Arena Interactive or are not in its responsibility shall be considered as a change in the Assignment which entitle Arena Interactive to change the content of the Assignment, the delivery schedule and the price in a way the change requires. If the impacts of the changes have not been agreed on, Arena Interactive does not have an obligation to implement the proposed changes.

3.4 Delivery schedule of the Service

The Customer accepts the delivery schedule of the Service in the Purchase Agreement or in the Purchase Order.

Arena Interactive endeavors to deliver the Service for the use of the Customer at the agreed Subscription period starting from the estimated delivery date set forth in the Assignment. A prerequisite for the fulfillment of estimated delivery time is that the Customer has given to Arena Interactive all required information.

Arena Interactive is entitled to change the delivery schedule in case of delay attributable to the Customer. Arena Interactive shall confirm the final time of delivery after receiving all necessary information from the Customer.

Furthermore, in case the foreseeable delay causes considerable harm for Arena Interactive, it has a right to cancel the agreement concerning the Assignment. In such event Arena Interactive is entitled to charge the Customer for the direct costs and losses caused by the delay.

3.5 Termination or interruption of the Service

The Purchase Agreement is binding. If the Customer cancels the Assignment, it is liable for compensating Arena Interactive for the costs incurred. In addition, the Customer is liable to compensate the part of the work already performed prior to the cancellation of the Assignment. Furthermore, the Customer is liable for compensating other third-party costs which Arena Interactive is unable to cancel and the project personnel costs at maximum for seven (7)

working days, unless Arena Interactive can relocate the project resources to other customer projects. Arena Interactive is entitled to cancel the Purchase Agreement if it is probable that the Customer will not be able to fulfill its contractual obligations.

3.6 Customer's systems

The devices, software, data connections and related services which are not included in the Assignment and in the Services but which are required for the use and utilization of the Services, shall be at the Customer's sole liability. Arena Interactive shall not be liable for any shortages in the provision of Services caused by a device environment or software environment or interruption in data connections or their incompatibility with the Services, which are at the Customer's responsibility.

The Customer's devices and software systems must be accepted by the competent authority and they shall not impede or interfere with Arena Interactive's operations or data connections. The Customer is liable for any damage it causes for Arena Interactive's and/or its cooperation partners' data connections, software or devices that are used to produce the Services.

The Customer connects its IT system and data connection network or parts of them to the Services and uses the Services at its own responsibility.

The Customer shall inform Arena Interactive from all changes it implements to its systems which might affect to the provision of Services. Arena Interactive is entitled to charge the Customer from any extra work on an hourly basis which the changes cause, in accordance with its then current price list.

3.7 Information security

The Customer is responsible for the data protection and information security of its own devices, IT system, local area network or other corresponding data connection device or system. The Customer is liable for the consequences of neglecting the aforementioned responsibilities and for the damages of Arena Interactive and third parties, caused by viruses and other malicious software which the Customer has brought to the service network of Arena Interactive and its cooperation partners.

Arena Interactive ensures the information security of the Services and the Customer by ensuring confidentiality, integrity and usability of its data connections, information systems and devices and software used in them by means Arena Interactive considers reasonable.

If a specific threat is directed against the Customer's information security, Arena Interactive shall make its best efforts to inform the Customer about it without delay and inform about available measures for the prevention of the threat.

3.8 Customer's liabilities with respect to data and obligation to cooperate

The Customer is responsible for Arena Interactive that the Customer Data it has delivered for Arena Interactive for the performance of the Services, does not infringe any third party rights and does not have any limitations of use or other juridical restrictions. The same applies to all other immaterial rights such as rights in trademark, commercial name or other intellectual or industrial rights.

When delivering the Customer Data for Arena Interactive, the Customer agrees to defend Arena Interactive and hold Arena Interactive harmless for all payments and costs which Arena Interactive pays to a third party for damages that are caused by an infringement of intellectual property rights of a third party.

The Customer is liable for errors in the content of the Customer Data and in other data which it has delivered for Arena Interactive for the performance of Services. The Customer is responsible for the contents of the Customer's materials, the message character sets used, and the message lengths and message quantities determined in accordance with the message character sets.

The Customer shall provide Arena Interactive with required information for the provision of Services and otherwise contribute the maintenance of the Services. The Customer shall be responsible for Arena Interactive for the information it has given, and the validity thereof and for ensuring that the information does not infringe rights of a third party.

The Customer is liable for ensuring that it has a right to process confidential messages, identification data, geographic data and personal data in connection with the Services in a way its operations and the Assignment require. The Customer is also liable for obtaining needed permissions and consents for the processing, drawing up needed data register descriptions and for performing needed registrations.

Username and passwords concerning the Services shall not be made available for any unauthorized third party. The Customer is responsible for the usernames and passwords concerning the Services which it has gotten from Arena Interactive and has disclosed to a third party, as of its own. The Customer shall inform Arena Interactive immediately about any detected misuse of the usernames and passwords.

§4 Special terms of the Continuous Services

4.1 General

Arena Interactive delivers the Continuous Services in accordance with the Purchase Agreement and service description of the Continuous Services and unless otherwise agreed, according to Arena Interactive's own practices.

4.2 Changes in Services

Arena Interactive is entitled to make changes that affect the technology and use of the Continuous Services provided however, that the content of the Assignment does not change more than slightly. Arena Interactive shall perform the maintenance work mainly on Tuesdays between 11pm and 1am (GMT+2). Arena Interactive can replace a system or parts of it (e.g. the Platform Service) which is used for delivering the Continuous Services, with a new version or another system. In the aforementioned situation the substitutive system version or the new system must fulfill the functional requirements and other requirements set forth for the Continuous Services in the Purchase Agreement.

Arena Interactive shall inform the Customer in advance for possible changes during the validity of the agreement between the Parties. If a change affects the general functionality of the Continuous Services, Arena Interactive and the Customer shall agree on corresponding changes to the Assignment.

Arena Interactive is also entitled to change the Continuous Services due to a change in the applicable legislation or due to an administrative ruling or for other particular reason which causes material changes in current circumstances. The Customer shall at its own cost implement such changes to the extent they require modifications to the Customer's own devices and systems.

Arena Interactive shall endeavor to inform about the changes affecting the Continuous Services within a reasonable time in advance. In addition, Arena Interactive shall endeavor to minimize harm caused for the Customer by the possible interruptions in the Continuous Services followed by the change. Arena Interactive is not liable for possible harm or costs caused by the above-mentioned measures.

Arena Interactive can replace the Service Environment with a new version or other version. The substitute Service Environment version must then fulfill the functional requirements and other requirements set forth for the Service Environment in the Purchase Agreement.

4.3 Availability of the Continuous Services

For producing the Continuous Services, Arena Interactive uses mobile networks of several operators, data connection partners and other technical partners. Arena Interactive's liability of the Continuous Services and the functionality of them shall be limited to the functions of Arena Interactive's own information systems. Arena Interactive does not warrant a full availability for the Continuous Services throughout the aimed coverage area or otherwise guarantee the availability or uninterrupted use of the Continuous Services. Arena Interactive is not liable for possible restrictions to use which may be applicable abroad.

4.4 Acceptance of the Continuous Services

Arena Interactive shall deliver the Continuous Services as overall service and is, together with its cooperation partners, responsible for the procurement and maintenance of the Continuous Services.

Arena Interactive and its cooperation partners may make changes to the Continuous Services, however always ensuring the continuity and usability of the Continuous Services in accordance with the Assignment.

The Customer must perform acceptance test to the Continuous Services within seven (7) days from the date of receiving a right of use to the system. The Customer shall inform Arena Interactive in writing, without delay, of any detected faults, errors and shortages. Such faults, errors and shortages that do not materially interfere the use of the Continuous Services, shall not prevent the acceptance but Arena Interactive shall, without undue delay, repair them in accordance with these General Terms.

Arena Interactive shall perform the agreed measures related to the implementation of the Continuous Services and provide user training for the Customer's personnel as separately agreed, without a separate charge. Any extra workdays related to the implementation and user training, which are attributable to the Customer, shall be subject to separate charge. A schedule for the implementation of the Continuous Services and the user training shall be separately agreed between the Parties.

The right of use the Continuous Services will be granted to the Customer at a separately agreed time. The right of use the Continuous Services starts when the Customer has delivered the Purchase Order for Arena Interactive and when Arena Interactive has given the Customer the required rights of use and usernames related to the Continuous Services. For sake of clarity, the rights of use and the usernames are personal and shall not be transferred to a third party without a prior written consent from Arena Interactive.

4.5 Error in the Continuous Services

Unless otherwise agreed, an error ("Error") is deemed to occur in the Continuous Services if the Continuous Services deviate from the Assignment, from the features defined in the service description or interface description, and if the deviation substantially impacts for the use of the Service.

The Service does not have an Error if the Error is caused by

- (i) any matter defined by the Customer or a negligence or carelessness of the Customer,
- (ii) an error or shortage in the Customer Data,
- (iii) a data connection interruption, which is not caused by a matter or circumstance in the Service, or
- (iv) a minor deviation from the features of the Services defined in the service description or interface description.

The Customer shall specify and describe the possible Error in the Services within fourteen (14) days from noticing the Error. Arena Interactive shall at its sole discretion either correct the Error or instruct the Customer a way to bypass the Error. Arena Interactive shall take corrective measures for the Errors within a reasonable time, taking into consideration the impacts that the Error or the shortage has for the performance of Service.

In the event that Arena Interactive is not able to correct the Error within a reasonable time from receiving the error notification, or if Arena Interactive announces that it is not capable of correcting the Error and the Error has substantial impacts, the Customer is entitled to return the software related to the Continuous Services for Arena Interactive. In such event the Customer is, as a sole remedy, entitled for the refund of the paid license fee of the Continuous Services for the time the Customer has not been able to use the Continuous Services according to the agreement. Arena Interactive is not liable for any indirect damages of the Customer or third parties.

4.6 Information and content transmitted in the Continuous Services

The Customer shall be responsible for the Data, which the Customer or End user has spread in the Continuous Services and possible other data connection networks, its copyrights and industrial rights, for acquiring any needed consents or permissions and the costs thereof, other legality and the consequences of any breaches regarding the Data. The Customer is also responsible for all reporting and accounting measures with respect to Data (for e.g. to copyright organisations), if applicable.

The Customer warrants that the Data, delivered by the Customer or delivered through the Continuous Services, does not cause interruption for the End Users, damage for Arena Interactive or a third-party and does not infringe good common practice, laws or orders of the authorities.

If an authority or a third-party demonstrates that such Data referred to in the previous paragraph, has been delivered through the Continuous Services to the End Users or to servers of Arena Interactive, its partners or third parties, Arena Interactive is entitled, without hearing the Customer, to delete such offensive Data, restrain the use of it or close the Continuous Services from the Customer.

Arena Interactive shall not be liable for the legality, correctness, reliability, availability or any other features of the Data. Arena Interactive is not liable for the damages caused by a possible delay, change or disappearance of the Data transmitted by using the Continuous Services.

For the purposes of ensuring the performance and development of the Continuous Services and for noticing possible misuse, Arena Interactive is entitled, to the extent allowed by the applicable legislation, operator agreements and other cooperation agreements, to monitor data which is transferred through the Services.

Arena Interactive is also entitled to process Data and identification data and geographic data of the messages for the purposes of implement, use, technically develop and invoice the Continuous Services.

4.7 End user

The Customer is responsible for the End users for the performance of the Continuous Services. The Customer is also responsible for ensuring that the End users comply with applicable terms of use and are aware of possible restrictions concerning the use of the Continuous Services.

The Customer shall carry out all communication and marketing concerning the Continuous Services, targeted to the End users, in accordance with the Assignment, applicable laws, regulations and good common practice.

The Continuous Services shall be offered to the End users in accordance with the Order, applicable laws, regulations and good common practice. The Continuous Services shall not be used in a way that is harmful, offensive or detrimental for Arena Interactive, Arena Interactive's other customers, End users or third parties.

The Customer is liable for all products, services and contents of them which it offers through the Continuous Services and for any related obligations and responsibilities. The End users' demands concerning the aforementioned products and services do not preclude Arena Interactive from invoicing the Customer of the Continuous Services.

4.8 Technical support

Arena Interactive undertakes to provide the Customer, without a separate charge, customer support regarding the software and its maintenance at working days from 9am. to 4pm. (EET) during the validity of the agreement concerning the Continuous Services, either by telephone or by e-mail. The aforementioned support includes support concerning software interfaces in so far as it can be defined by Arena Interactive.

Arena Interactive shall document properly the measures it has taken in liaison with the customer support and at a request of the Customer, specify the measures.

In case Arena Interactive's working hours for offering the support services exceed five (5) hours per week, Arena Interactive may, but is not obligated to provide the Customer with customer support and/or user training services according to a separate agreement or an hourly based fee then valid.

§5 Specific terms of the Development Services

5.1 Scope and content of the Development Services

The Development Services shall be implemented as projects according to the applicable project plan. If no project plan is

made (e.g. in cases of small-scale development), Arena Interactive shall produce the Development Services by using its own methods and practices against payment on time and material basis.

The Scope of Delivery is a solution, which Arena Interactive produces for the Customer as Continuous Service after the acceptance of the Development Service. The Development Services can consist of customized software, parametrization of the standard form software or Platform Services or customization.

5.2 General obligations of the Parties

The obligations of the Parties in the projects are described more specifically in the applicable project plan. The project model and the project phases are set forth in the project plan.

Arena Interactive's duty is to professionally and to the agreed extent, to plan, define, implement, and test the Scope of the Delivery and to take the agreed measures for the assignment of the Scope of the Delivery.

The Development Service does not include other actions than the actions described in the project plan and delivering the Scope of the Delivery.

The Scope of the Delivery shall be delivered in accordance with the project plan. Arena Interactive shall be responsible for ensuring that the Scope of the Delivery meets the requirements agreed in the project plan.

Unless otherwise agreed, the delivery schedule set forth in the project plan is an estimate only.

5.3 Acceptance test

Making of acceptance test plan and respective reporting is upon Arena Interactive's responsibility. More specific description of the acceptance test procedure is set forth in the project plan. The Customer shall perform the acceptance test for the Scope of the Delivery and give its acceptance for proceeding to the Continuous Service.

Such minor errors or shortages in the Scope of the Delivery or in its documentation, which do not prevent the use of the Scope of the Delivery, do not prevent performing the acceptance test and accepting the Scope of the Delivery. Arena Interactive will fix such minor errors in accordance with the warranty terms.

5.4 Error of the Development Service

Limitations of liability regarding the Continuous Services shall apply also with respect the error of the Development Services. In addition to what has been agreed about the Continuous Services, the following terms shall apply:

Arena Interactive is responsible for ensuring that the Scope of the Delivery, used in accordance with Arena Interactive's instructions, functions during the warranty time as agreed. An error in the Scope of the Delivery is deemed to occur, if

the Scope of the Delivery does not correspond to what the Parties have agreed on.

The warranty period of the Scope of the Delivery is three (3) months. The warranty period begins either when the Scope of the Delivery is accepted in its entirety or when the Scope of the Delivery has been taken into a production use, depending on which takes place first. A repair under the warranty does not lengthen the warranty period.

The Customer shall itemize Arena Interactive in writing, without undue delay of any shortages and errors detected in the Scope of the Delivery. The Scope of the Delivery shall be deemed to be accepted if the Customer does not notify of the shortages or errors during the acceptance test period. Unless otherwise agreed, the acceptance test shall terminate either when the last Scope of the Delivery has been delivered; when the Customer has taken the Scope of the Delivery into the production use; or when the Customer asks Arena Interactive to transfer the Scope of the Delivery to the production use, whichever occurs first. In case the delivery includes any standard form software, its' respective warranty terms shall apply. Arena Interactive shall not be liable for the standard form software otherwise than by relaying the software provider's warranties. The warranty requires the Scope of the Delivery to be used in agreed technical operating environment and country.

Arena Interactive shall be released from its liability for error, if the error is not a result from a matter belonging to Arena Interactive's responsibility. In the aforementioned event Arena Interactive is entitled to charge for the inspection and repair costs of the error in accordance with then applicable price list.

§6 Intellectual property rights and the right of use

Both Parties retain all intellectual property rights to their own materials.

Any rights of ownership, proprietary, copyrights or other intellectual property rights to and in the Services, related software or any other material connected to Services shall not be granted or otherwise transferred from Arena Interactive to the Customer. The Customer will not have exclusive rights to the Services or to the systems used for the delivery of the Services or parts of them, offered by Arena Interactive, neither is the Customer entitled to copy, change or expand the Services or the systems used for the delivery of the Services.

The Customer is entitled to exploit and use the Scope of the Delivery in accordance with the scope of the Assignment. Unless otherwise expressly agreed in in the agreement concerning the Assignment, the rights of ownership, proprietary rights, copyrights or other intellectual property rights concerning the Development Service or the results thereof, are not transferred to the Customer.

Arena Interactive grants the Customer a limited and non-exclusive right to use the Services as defined in the Purchase Agreement or Purchase Order and in these General Terms, provided that the fully Customer complies with all terms and conditions concerning the Assignment. Unless otherwise agreed in writing between the Parties, this right of use the Services and the related Platform Services is limited to internal use at the Customer's organization and only in the territory of Finland.

The Customer is not entitled to transfer or otherwise assign, lease or grant (even partly) to any third party the rights of use of the Service or the systems used for delivering the Service.

The Services are to be used only for implementation and controlling the Services. Use of the Services for any other purposes and in another manner without a prior written consent from Arena Interactive is forbidden.

Arena Interactive is entitled to monitor how and for what purpose the Customer uses the Services. Arena Interactive is entitled to cancel with immediate effect the Customer's right of use and restrain the use of the Services if the Service is used against the laws, regulations, governmental orders, good common practice or against these General Terms. If the Customer has used the system against this agreement, it shall be liable for any inspection costs that has been caused for Arena Interactive.

The rights to the Customer's or the End User's Data shall not transfer to Arena Interactive. However, Arena Interactive is entitled to use the aforementioned data for the performance of Services in accordance with the Assignment and these General Terms.

Except for the Customer Data, Arena Interactive owns all rights to written and visual materials it has produced. Arena Interactive retains all rights to the written and visual material that has been produced on the basis of the Customer Data.

Arena Interactive warrants that the Service does not infringe any copyrights, patent rights or other intellectual property rights enforceable in the agreed country of delivery. Arena Interactive undertakes to, at its own expense, defend the Customer against legal proceedings alleging that the Service infringes of the above-mentioned rights of a third-party and to pay, on behalf of the Customer, the damages awarded by a competent court in the trial.

Arena Interactive's undertaking is valid only on condition that the Customer notifies Arena Interactive promptly in writing of such claims and actions, authorizes Arena Interactive or its representative to defend or settle the claims and actions and authorizes them to be heard on behalf of the Customer, whether in a trial or settlement proceedings and otherwise contributes in any other necessary ways so that Arena Interactive can defend or settle the claims and actions.

In the event use permitted herein of the unmodified result of Services should infringe upon the intellectual property rights of a third party, Arena Interactive

may, at its own expense and without causing unreasonable disadvantage to the Customer, either procure the right to continue using the Services, or replace, or modify it to make it non-infringing, or otherwise modify the Service in order to eliminate the possible infringement or if none of the above-mentioned alternatives is reasonably feasible to Arena Interactive at a reasonable cost, the Customer shall at a request of Arena Interactive, stop using the Services in which case Arena Interactive shall refund the Customer the Service license fee, less the amount corresponding to the time period during which the Service has been in use.

Arena Interactive's above-mentioned undertaking shall not apply in the following events: the Services have been used against these General Terms, the Services have been modified by others than Arena Interactive, the claim for infringement is based on part of the Services that has been made in accordance with the Customer's requirements, or the claim is based on the use of the Services together with products not supplied by Arena Interactive. Arena Interactive's undertaking shall also not apply if Arena Interactive has offered the Customer a replacive Service or part of it and by using it, the claim for infringement could have been avoided.

§7 Fees and payment terms

7.1 General

License fees of the right of use and the maintenance fees will be charged monthly in advance. The telecom/data costs will be charged monthly in arrears. Revenues, if any, will be made monthly afterwards, unless otherwise agreed in point 7.2 or unless otherwise agreed. The Development Services will be charged monthly afterwards, unless otherwise agreed by the Parties. Charging of other services shall be agreed on a case-by-case basis.

Prices of the telecom/data and other Services are valid until further notice. Unless otherwise agreed in writing, Arena Interactive is entitled to adjust the prices in Finland by providing a written notice to the Customer no later than sixty (60) days before the effective date of the price adjustment, and the message prices of foreign countries by providing a written notice to the Customer no later than thirty (30) days before the effective date of the price adjustment. In the above-mentioned situation the Customer is entitled to terminate this agreement by providing a written notice to Arena Interactive no later than thirty (30) days before the day the price revision was announced to enter into force in which case this Agreement will terminate on the day the price revision was announced to enter into force.

Notwithstanding the above-mentioned Arena Interactive shall retain a right to revise the prices of the Services in the beginning of each calendar year (by the end of February) by an amount corresponding to the proportional change in produces price index of Statistics Finland during the previous calendar year. The aforementioned price revision shall enter into force with immediate effect.

The terms of payment are fourteen (14) days net from the date of invoice concerning the Services. Any remarks concerning the invoices must be delivered to Arena Interactive within seven (7) days from the date of the invoice. Arena Interactive can charge the Customer an invoice fee of 5 euros per invoice and an accounting fee of 10 euros per payment (VAT 0%) as processing costs.

In the event the Customer does not pay the applicable fees and payments by the due date, Arena Interactive is entitled to invoice delay interest for the outstanding account from the expiry date of the invoice in accordance with the applicable legislation but however at least thirteen (13) percent per year. Furthermore, Arena Interactive is entitled to invoice reasonable collecting charges from the Customer. Value added tax is not included in the fees and payments charged from the Customer and it is added to the fees and payments according to the applicable legislation. In addition, with a separate notification other possible taxes and payments incurring from the legislation or the acts of authorities will be added to the prices as from they come into force.

In addition to the prices agreed in the Purchase Order, Arena Interactive is entitled to charge the Customer for costs caused by:

- (i) extra work which Arena Interactive performs by request of the Customer and which is not included in or is not in line with the service description included in the Assignment,
- (ii) a shortage in the Customer Data, or
- (iii) other corresponding expenses at the Customer's responsibility.

In the event the performance of the Service is delayed due to a reason attributable to the Customer, Arena Interactive is entitled to charge separately the Service which has already been completed, regardless what has been agreed in the Purchase Order.

In case the invoicing has been agreed to be carried out in phases and the Customer has not paid the already expired invoices, Arena Interactive is entitled to refuse from starting a subsequent phase of work and it is entitled to refuse from delivering the Customer complete parts of the Service and data before the Customer has paid the expired invoices. The same applies, when it is to be foreseen that the Customer might not fulfill its obligations. If the Service is delayed due to the afore-mentioned reasons, the Customer's breach of contract shall be considered to be the reason of the delay.

7.2 Revenues to Customer

If the Parties agree within the Assignment, of revenue share-based fees, these terms of this clause 7.2 shall apply, unless otherwise agreed.

Operator or other technical cooperation partner of Arena Interactive invoices Customer's user-based fees from the End users in End user's mobile phone bill or other invoice, depending on the contents of agreement with End user. Such bills will be submitted on Customer's behalf.

From the revenues which Arena Interactive receives from such operator or other technical cooperation partner, Arena Interactive will account to the Customer the separately agreed revenue share regarding the Assignment in question.

The Customer is not entitled to demand payment directly from the End user.

Arena Interactive is not liable for any credit loss that might be caused if the End user does not pay the bills of the services the Customer offers for the End user and which are achievable through the Services, in which case the losses are always at the Customer's responsibility.

In the event the End user does not pay the bills of the services the Customer offers for the End user through the Services, Arena Interactive is entitled to withhold the corresponding share from the revenue share-based fees agreed to be accounted for the Customer within the Assignment (hereinafter "credit loss payment"). Alternatively, Arena Interactive is entitled to charge the Customer an amount corresponding to the credit loss payment.

§8 Term and termination

Unless otherwise agreed in writing, the agreement concerning the Continuous Services shall be valid until further notice and may be terminated after twelve (12) months from the beginning of the validity of the agreement, at the earliest. The Assignment concerning the Development Services shall terminate when the delivery has been performed.

Each Party shall be entitled to terminate, by a written notice to the other Party, the agreement concerning the Continuous Services by a termination period of ninety (90) days.

Each Party shall have the right to cancel the agreement with immediate effect without a termination period, if

- (i) the other Party is declared bankrupt, is put into liquidation, or otherwise becomes insolvent, or
- (ii) the other Party commits a substantial breach of any of the terms and conditions of this Agreement and does not remedy such breach within ten (10) days of a written notice.

Regardless of the reason of the termination of the agreement, the Customer's right of use of the Services, the

Platform Services, the Scope of the Delivery of the Development Services and the Service Environment shall end with immediate effect.

§9 Confidential Information

“Confidential Information” shall mean all information and material which Arena Interactive and the Customer receive from each others regarding the Service and during the performance of the Assignment. In addition, Confidential Information shall mean information and material marked as confidential or which is marked as belonging to the Party or which is to be kept confidential due to the quality and nature of it.

Each Party undertakes to hold in confidence the system, the content of this agreement and all data and information relating to the business and trade secrets of the other Party, which it has gained at the time of this agreement, during the contract negotiations or at the time of operations that are in accordance with this agreement. The Parties are not entitled to use Confidential Information without a written agreement for any other purposes than those set forth in this agreement. Each Party agrees to ensure that its personnel is bound by corresponding confidentiality obligations and that Confidential Information is disclosed only to the personnel who need to know it, to the extent necessary.

The above-mentioned shall apply to information which a Party has accepted to be disclosed and to information, which:

- (i) is generally available or otherwise public at the time of transfer or which will later become generally available or otherwise public without any contribution from the receiving Party;
- (ii) was demonstrably in the possession of the receiving Party prior to the time of disclosure; or
- (iii) a Party has received from a third party without any obligation of confidentiality.

Confidential Information shall not however include outcome of work that was developed in liaison with the delivery of the Service or information; which was already in the possession of the receiving Party at the time of disclosure of the information; which is or will be generally available or otherwise public without false or careless actions of the other Party; which has been developed independently without using Confidential Information of the other Party; or which has been received from a third party who does not have any obligation of confidentiality or who does not infringe such obligation.

Either Party shall not use or express to a third party any Confidential Information of the other Party without a prior written consent from the other Party. The aforementioned prohibition does not concern employees of the Parties, or subcontractors or representatives who must have access to Confidential Information for the performance of the Service.

Both Parties shall undertake to protect the other Party’s Confidential Information and maintain it safely. Unless otherwise agreed, the Parties agree to return to the other Party all Confidential Information after the termination of Assignment. The other Party’s Confidential Information shall be destroyed in case it cannot be returned.

Each Party shall, however, be entitled to retain copies required by laws or regulations and Arena Interactive is entitled to retain customary back-up copies of the Data. In addition, notwithstanding the confidentiality obligations, Arena Interactive is entitled to utilize such expertise and experience it has gained when offering the Services.

The prohibitions, limitations and obligations related to the confidentiality shall remain in force for a period of five (5) years from the termination of the Assignment or the agreement.

§10 Personal Data

10.1 Introduction

The Customer accepts that in order to perform the Services, Arena Interactive may process personal data (“Personal Data of the Customer”) of the Customer’s employees, directors and to both business and private customers and other third parties who the Customer has a commercial or marketing connection with. The Customer accepts that Arena Interactive may process the Customer’s Personal Data and/or transfer them to its cooperation partners.

Arena Interactive is the processor and the Customer is the controller referred to in data protection legislation. In case Arena Interactive and the Customer both process personal data on behalf of the Customer’s own customer due to nature of agreements between the Customer and its customer, the Customer’s customer shall be the controller and Arena Interactive and the Customer shall both be the processors. In the aforementioned situation Arena Interactive is a sub-processor and the terms agreed in this document shall be applied when processing personal data. The Customer shall be responsible for making needed agreements about the processing between its own customer i.e. the controller.

The type of personal data and categories of data subjects, the duration of the processing, the nature and purposes of the processing and the Customer’s instructions concerning the processing are defined more specifically in the Purchase Agreement, in the service description or in the personal data documentations that are delivered for the Customer on request.

10.2 General requirements of data protection and information security

Arena Interactive has documented proceedings and operating models of data protection and risk management. Arena Interactive is responsible for observation and

identification of the data protection risks and information security risks and for taking necessary measures to prevent and mitigate the risks. Arena Interactive has sufficient resources for the implementation of data protection measures. If needed, Arena Interactive will collaborate with the Customer's data protection and information security personnel.

10.3 Documentation about personal data processing

When Arena Interactive offers the Services for the Customer on the basis of the Purchase Agreement, it processes the Customer's Personal Data on behalf of the Customer. Personal data means any information relating to an identified or identifiable natural person ("Data Subject"). The Parties undertake to comply with the applicable data protection legislation in Finland and in the EU and the regulations and other orders of the national authorities.

As a controller the Customer is responsible for ensuring that it has legal justification for processing personal data, and that it has acquired all necessary and legally required consents. The Customer is also responsible for ensuring the validity of the personal data it gives to Arena Interactive. The Customer has the responsibility to create, make available and maintain the necessary register data description about personal data processing and it has also the responsibility to inform the Data Subjects in accordance with applicable legislation. Arena Interactive has the responsibility to create, make available and maintain the necessary documentation regarding data processing in the role of data processor.

Arena Interactive is entitled to process Customer's personal data and other Customer's data only in accordance with the Purchase Agreement and the Customer's written instructions and only in so far as it is necessary for the delivery the Service.

If Arena Interactive finds that the instructions given by the Customer breach the GDPR or other applicable data protection legislation in Finland or the EU, Arena Interactive shall inform the Customer immediately.

10.4 Processing of Personal Data

Arena Interactive shall immediately forward to the Customer all requests from the Data Subjects concerning checking, rectifying, erasing or restricting of processing of their personal data or other requests. The Customer is responsible for responding to the requests, but Arena Interactive shall assist the Customer to implement the Data Subjects rights on request by the Customer. Arena Interactive will forward all queries from the information security authorities directly to the Customer.

Arena Interactive is responsible to assist the Customer, if necessary and to the extent possible, considering the nature of the processing and the information available to Arena Interactive, to implement the information security of the processing, to detect security breaches of personal data and to inform about them and to minimize the damage, to

implement privacy impact assessment and prior consultation of the supervisory authority as required by the data protection legislation. Arena Interactive is responsible to assist the Customer only to the extent required from a data processor by the Data Protection Legislation.

The documentation about personal data processing describe more specifically whether the Customer's Personal Data is processed outside of the EU/EEA. The applicable data protection legislation shall be complied with each time when processing personal data. If a message is sent to a foreign mobile subscription, then a foreign telecom operator must be used to deliver and receive the message.

Arena Interactive shall be entitled to use subcontractors for processing the Customer's Personal Data. Arena Interactive makes a written agreement with its subcontractors and Arena Interactive is liable for ensuring that the subcontractors perform their duties also under these terms. Arena Interactive is liable for supervising the subcontractors and it also must make sure and show upon request that the subcontractors Arena Interactive uses follow the obligations of confidentiality, information security and other obligations concerning processing of personal data.

Arena Interactive is responsible for making available for the Customer all information that is needed for indicating the compliance of the obligations agreed herein and for allowing the Customer or other auditor authorized by the Customer (not however a competitor of Arena Interactive) to perform the audits and take part of them. The Customer's representatives and the auditor must sign confidentiality agreements. The contracting parties shall agree on the date of the audit and other details in good time and at least thirty (30) days before the audit. The audit cannot interfere Arena Interactive's and its subcontractors' undertakings against third parties. Each Party shall be responsible for its own costs of the audit.

After the expiry of the agreement, Arena Interactive will erase all personal data and existing copies in accordance with the way mentioned in the documentation (unless the applicable legislation requires the personal data to be kept) or otherwise erases the personal data as separately agreed with the Customer.

Unless otherwise agreed, Arena Interactive is entitled to charge the Customer for the time spent with the tasks mentioned in this clause 10 according to the charges detailed in the then current price list of Arena Interactive.

10.5 Data Protection

Arena Interactive shall ensure that only the authorized persons have access to the Customer's Personal Data and that those persons follow the appropriate confidentiality obligations.

Arena Interactive shall implement proper and up-to-date technical, physical and organizational safeguards which ensure the protection of the Customer's Personal Data.

Available technical options, specific risks regarding the data processing at hand and sensitivity of the processed personal data shall be taken into account when arranging the safeguards. Unless otherwise agreed, Arena Interactive is responsible for making back-up copies of the Customer's data it has processed.

The Customer is liable for informing Arena Interactive about circumstances such as processing of sensitive data or risk evaluations which affect the above-mentioned technical and organizational measures.

10.6 Processing of a security breach

Arena Interactive shall notify the Customer without delay of security breaches it has become aware of, such as data system break-ins, accidental or illegal disappearance, alteration or assignment of information. The notification shall, as far as is reasonably possible, describe what has happened, whose information and which Personal Data the breach considers and the estimated number.

Arena Interactive shall, without delay, inspect the reasons and effects of the breach and perform necessary measures to stop the breach, mitigate the adverse effect and prevent similar breaches. Arena Interactive shall collaborate with the Customer and ensure that the Customer has the documentation regarding the security breaches required by the law and the authority. The Customer shall be responsible for the necessary notifications to the data protection authority.

10.7 Other terms

When delivering the Personal Data of the Customer to Arena Interactive, the Customer undertakes to defend, indemnify and hold Arena Interactive harmless against any third-party claims and actions in case the damage is caused by an infringement against a third-party's rights to personal data. The Customer agrees to indemnify and hold Arena Interactive harmless against all financial and other responsibilities, damages and costs that are caused for Arena Interactive from a breach of data controller's obligations set forth in the data protection legislation or other legislation. Arena Interactive is responsible only in so far as it has not complied with the obligations set for the data processor in data protection legislation.

§11 Right to disclose information for the authorities

In the event the Customer infringes these General Terms, commits a misuse or breaks the law or if Arena Interactive has any reason to doubt that the Customer has acted against these General Terms or against the law or that the Data is of illegal nature, Arena Interactive is entitled to hand over the Customer's information and Data, received under these General Terms or the Assignment, to the respective

authority to investigate and confirm the actions against these General Terms and the law.

§12 Limitation of liability

Arena Interactive shall not be liable for errors, delays, obstacles or any other corresponding damages caused by the Customer or a third party. Neither shall Arena Interactive be liable for damages, errors, delays or other corresponding problems caused by information system or data connection errors and interruptions, technical problems, viruses and other malicious software, incorrect content of other services achievable through a data system break-in or through the Services or malfunction or a circumstance otherwise beyond its reasonable control.

Arena Interactive's overall liability for the Customer, End user or a third party from any Service-related expense, responsibility, damage or price reduction shall not exceed the amount the Customer has paid for the Services for the period of two (2) months prior to the act or negligence considered to cause the liability on basis of the Assignment.

The above-mentioned limitations of liabilities shall not apply to damage that is caused intentionally or by gross negligence or a damage that is caused by an infringement of intellectual property rights of a third party or by illegal actions.

A claim for damages shall be presented in writing or by e-mail to the other Party within two (2) months from the date a Party noticed or should have noticed the negligence, action or Error. For avoidance of doubt, Arena Interactive is not liable for the Customer for the functionality and success of a business model, concept, separate campaign or content that Arena Interactive has created for the Customer autonomously or in cooperation with the Customer.

In no event is Arena Interactive liable for any indirect or consequential damage, cost or loss incurred to the Customer. A consequential damage shall mean e.g. loss of profit or a damage which is caused by a reduction or interruption of production or revenue.

The Parties' liability for damages is exclusively described in these General Terms.

For sake of clarity, Arena Interactive is not liable for the damages incurred to the Customer or to a third party if the damages are a result from circumstances beyond Arena Interactive's control such as malfunction of the operators. Arena Interactive's liability from a breach of contract shall in no event exceed the aggregate amount of fees paid by the Customer for the Service.

§13 Miscellaneous

13.1 Changes to the agreement or to the Assignment

The agreement between the Parties or an agreed Assignment may only be changed mutually in writing and

with signatures from authorized representatives of both Parties. Other modifications shall be null and void, except for what has been agreed on earlier in chapter 3.3. about changing of the Service Description.

13.2 Transfer of the Assignment

Arena Interactive is entitled to transfer the agreement and the Assignment to a third party. The Customer shall not be entitled to assign or transfer the agreement, the Assignment or any obligations under the agreement or the Assignment without a prior written consent of Arena Interactive.

13.3 Reference rights

Arena Interactive is entitled, in its own marketing and in other similar contexts, to identify the Customer as Arena Interactive's customer, use the Customer's logo/brand and describe in general level the content of the Service produced for the Customer. Arena Interactive has the aforementioned right to use the Customer as a reference also when Arena Interactive produces the Service directly or indirectly to customers of its business partners or other third parties.

13.4 Term and changing of the General Terms

These General Terms of Arena Interactive are valid until further notice. Arena Interactive is entitled to make changes to these General Terms and unless otherwise agreed in writing, the changes are automatically binding for the Customer.

13.5 Notifications

Any notifications regarding the agreement or the Assignment shall be delivered by e-mail or otherwise in writing. The notification shall be deemed to be received at the next working day after the date of sending.

If the information of such contact person, who has been mentioned in the agreement or in the Assignment change, the Party is responsible for informing this to the other Party and both Parties shall update the changed information to their own systems.

13.6 Interpretation and other agreements

In the event of any discrepancy between other contract documents concerning the Assignment and these General Terms, the Purchase Agreement or Purchase Confirmation, shall prevail.

These General Terms and the content of the agreement together with possible annexes constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, undertakings, and other representations and communications between the Parties.

13.7 Force Majeure

The Customer or Arena Interactive shall neither be liable for delay of the Services caused by an impediment beyond the Party's control, including without limitation events such as: fire, water damage, natural catastrophe or other exceptional weather condition, other accident, interruptions in data communication or supply of electricity, a strike or industrial action or a lockout ("Exemption criteria"). A force majeure concerning Arena Interactive's subcontractor is considered as an Exemption criterion for Arena Interactive, if a subcontractor cannot be acquired from elsewhere without unreasonable costs and essential loss of time.

A lack of manpower or raw material, breakdown or acts of the authorities or other reasons independent from Arena Interactive or the subcontractor which are exceptional, have significant impact and which could not have been taken into account, entitle to extend the delivery schedule of the Service.

Each Party shall without delay inform the other Party of a force majeure event and the termination of the force majeure event.

In case the above-mentioned event impedes technically and financially the performance of the Service in unreasonable amount, Arena Interactive is entitled to cancel its offer and the Assignment in full or by the part that has not been fulfilled yet. In the aforementioned situation the Customer is not entitled to claim damages.

The Customer is entitled to cancel the offer or the Assignment, if the delay caused by the force majeure causes unreasonable complication or considerable additional costs in comparison with value of the Service. Arena Interactive is not entitled to claim damages due to the aforementioned situation. The right to cancel considers only the part of the Assignment which is affected by the force majeure. After the force majeure, the performance of the Assignment continues as before, unless the Assignment has been cancelled.

13.8 Applicable law and dispute resolution

The agreements between the Parties shall be governed and construed in accordance with the laws of Finland. 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 Finland Chamber of Commerce. A dispute shall be resolved by a sole arbitrator. Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if the respondent does not contest its payment obligation.