GENERAL TERMS AND CONDITIONS

Primal AOS Oy

Version 1.5 — Effective Date: 1 April 2026

Primal AOS Oy A private limited company incorporated under the laws of the Republic of Finland Business ID (Y-tunnus): 3572759-2 EUID: FIFPRO.3572759-2 Registered: 31 October 2025 (Finnish Patent and Registration Office) Domicile: Kuusamo, Finland Registered Address: Ronkaisenrannantie 4 A, 93800 Kuusamo, Finland Main Line of Business: 62100 Computer programming activities VAT-liable since: 1 November 2025

These General Terms and Conditions ("Terms") govern all offers, agreements, deliveries of services, products, and solutions by Primal AOS Oy (the "Supplier") to any client, customer, or contracting party (the "Client"). These Terms supersede any terms and conditions of the Client, regardless of any reference thereto by the Client.

ARTICLE 1 — DEFINITIONS

1.1 In these Terms, the following terms shall have the following meanings, unless expressly stated otherwise:

"Affiliate" means any legal entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means the ownership of more than fifty percent (50%) of the voting shares or equivalent ownership interest.

"Agreement" means any agreement between the Supplier and the Client for the provision of Services, Products, or Solutions, including any Statements of Work, Order Forms, and these Terms.

"AI Model" means any artificial intelligence or machine learning model, algorithm, neural network, large language model, agent system, or other automated decision-making system developed, trained, fine-tuned, configured, or deployed by or on behalf of the Supplier, including all weights, parameters, hyperparameters, configurations, and architectural specifications.

"AI Output" means any content, data, recommendations, predictions, text, images, code, or other material generated by an AI Model in the course of the Services.

"Agent Configuration" means any configuration, orchestration logic, routing rules, agent mesh architecture, tool definitions, memory structures, prompt chains, or workflow definitions used by or within the Supplier's AI systems.

"Confidential Information" means all information disclosed by one party to the other in connection with the Agreement that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of the Supplier includes, without limitation, all Intellectual Property, AI Models, Training Data, Prompt Engineering Assets, Agent Configurations, source code, object code, algorithms, pricing, business plans, customer lists, and technical documentation.

"Client Data" means all data, content, and materials provided by or on behalf of the Client to the Supplier in connection with the Agreement, or collected and processed on behalf of the Client in the course of the Services.

"Custom Development" means any software, AI Model, integration, configuration, or other deliverable created by the Supplier specifically for the Client pursuant to a Statement of Work.

"Data Processing Agreement" or "DPA" means the data processing agreement between the Supplier and the Client, as appended to or incorporated by reference into the Agreement, in accordance with Article 28 of the GDPR.

"Deliverables" means all work product, software, documentation, configurations, and other materials delivered by the Supplier to the Client under the Agreement.

"EU AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024, as amended from time to time, and any delegated or implementing acts thereunder.

"GDPR" means Regulation (EU) 2016/679 (General Data Protection Regulation) and the Finnish Data Protection Act (1050/2018), as amended.

"Intellectual Property" or "IP" means all patents, patent applications, copyrights, moral rights, trade secrets, trademarks, service marks, trade names, domain names, database rights, design rights, know-how, inventions (whether patentable or not), and all other intellectual property rights of any kind, whether registered or unregistered, and all applications, renewals, extensions, and restorations thereof, anywhere in the world.

"Knowledge Base" means any structured or unstructured collection of information, data, rules, facts, embeddings, vector stores, retrieval-augmented generation (RAG) indices, or curated content used by or in connection with an AI Model.

"NIS2 Directive" means Directive (EU) 2022/2555 as transposed into Finnish law by the Cybersecurity Act (124/2025).

"Personal Data" has the meaning given in Article 4(1) of the GDPR.

"Platform" means the Supplier's cloud-based software-as-a-service platform(s), including any SaaS products offered by the Supplier.

"Products" means any software products, AI solutions, SaaS platforms, or other products offered by the Supplier.

"Prompt Engineering Assets" means all system prompts, prompt templates, prompt chains, prompt optimization frameworks, meta-prompts, prompt scoring systems, prompt engineering methodologies, instruction sets, persona definitions, few-shot examples, chain-of-thought structures, and any other prompt-related materials developed by or on behalf of the Supplier. Prompt Engineering Assets are classified as trade secrets under the Finnish Trade Secrets Act (595/2018) and Directive (EU) 2016/943.

"SaaS Services" means the provision of the Platform on a subscription basis via the internet, as further described in the applicable Order Form or Statement of Work.

"Security Classification" means any classification level assigned to information, materials, or systems under national or international security frameworks, including NATO security classifications (NATO UNCLASSIFIED, NATO RESTRICTED, NATO CONFIDENTIAL, NATO SECRET).

"Services" means all services provided by the Supplier to the Client, including but not limited to AI consulting, software development, SaaS Services, training, support, maintenance, and Custom Development.

"Statement of Work" or "SOW" means a document describing the specific Services, Deliverables, timelines, fees, and other terms for a particular engagement.

"Supplier Materials" means all pre-existing materials, tools, frameworks, libraries, AI Models, Training Data, Prompt Engineering Assets, Agent Configurations, Knowledge Bases, methodologies, and other intellectual property owned by or licensed to the Supplier prior to or independently of the Agreement, including any modifications or improvements thereto.

"Training Data" means all data, datasets, corpora, annotations, labels, and other materials used to train, fine-tune, evaluate, validate, or test an AI Model, whether created by the Supplier, obtained from third parties, or derived from Client Data in anonymized or aggregated form.

"Working Day" means a day other than a Saturday, Sunday, or public holiday in Finland.

ARTICLE 2 — APPLICABILITY

2.1 These Terms apply to all offers, quotations, order confirmations, agreements, and legal relationships between the Supplier and the Client, including all Services and Products provided by the Supplier.

2.2 The applicability of any general terms and conditions of the Client is expressly rejected, regardless of any reference thereto in any communication, purchase order, or other document of the Client.

2.3 Deviations from these Terms are only valid if expressly agreed in writing and signed by an authorized representative of the Supplier.

2.4 If any provision of a Statement of Work or Order Form conflicts with these Terms, the Statement of Work or Order Form shall prevail with respect to the subject matter of that Statement of Work or Order Form, unless these Terms expressly state that a provision cannot be derogated from.

2.5 If the Supplier has not objected to the applicability of differing terms in a particular instance, this shall not constitute a waiver of the Supplier's right to require strict compliance with these Terms in any other instance.

2.6 These Terms also apply to any engagement in which the Supplier engages third parties or subcontractors.

ARTICLE 3 — OFFERS AND FORMATION OF AGREEMENTS

3.1 All offers and quotations by the Supplier are non-binding and are valid for thirty (30) days from the date of issue, unless expressly stated otherwise in the offer.

3.2 An Agreement is formed only upon written acceptance by the Supplier of a Client order, or upon the Supplier's commencement of performance. An offer accepted by the Client with modifications constitutes a new offer and does not form an Agreement based on the original offer.

3.3 The Supplier reserves the right to refuse any order or request without stating reasons.

3.4 Oral agreements and commitments by or with employees, agents, or representatives of the Supplier are not binding upon the Supplier unless confirmed in writing by an authorized signatory.

3.5 If the Client consists of multiple natural persons or legal entities, each of them is jointly and severally liable for the performance of the Client's obligations under the Agreement.

3.6 All prices quoted by the Supplier are in Euros and exclusive of value added tax (VAT) and other government-imposed levies, unless expressly stated otherwise.

3.7 The Supplier may require the Client to provide a deposit or advance payment before commencing Services. The deposit amount and terms shall be specified in the relevant offer or Statement of Work.

ARTICLE 4 — DURATION AND TERMINATION

4.1 The Agreement is entered into for the term specified in the relevant Statement of Work or Order Form. In the absence of a specified term, the Agreement is entered into for an initial term of twelve (12) months.

4.2 After the initial term, the Agreement shall automatically renew for successive periods of twelve (12) months, unless either party provides written notice of non-renewal at least three (3) months before the end of the then-current term.

4.3 Either party may terminate the Agreement with immediate effect by written notice if:

(a) the other party commits a material breach of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach;

(b) the other party becomes insolvent, is declared bankrupt, enters into liquidation, files for or is subject to reorganization proceedings under the Finnish Restructuring of Enterprises Act (47/1993), or any analogous proceeding under applicable law;

(c) the other party ceases or threatens to cease carrying on its business; or

(d) a change of control occurs in the other party and the non-affected party reasonably determines that such change is materially adverse to its interests.

4.4 The Supplier may suspend or terminate the Agreement with immediate effect if:

(a) the Client fails to pay any undisputed invoice within fourteen (14) days after receiving a payment reminder;

(b) the Client uses the Services or Products in violation of applicable law, these Terms, or any usage policies;

(c) continued performance poses a security risk to the Supplier, other clients, or third parties; or

(d) the Supplier reasonably suspects fraudulent, illegal, or unauthorized use of the Services or Products.

4.5 Upon termination or expiration of the Agreement:

(a) the Client shall immediately cease all use of the Services, Products, Platform, and any Supplier Materials;

(b) the Client shall return or destroy all copies of Confidential Information, Supplier Materials, and documentation in its possession or control, and certify such destruction in writing upon request;

(c) the Supplier shall make Client Data available for retrieval by the Client for a period of thirty (30) days, after which the Supplier may delete all Client Data, except to the extent retention is required by applicable law;

(d) all outstanding fees and charges shall become immediately due and payable; and

(e) the provisions identified in Article 35 (Survival) shall survive termination.

4.6 Termination of the Agreement shall not affect any rights, obligations, or liabilities that have accrued prior to the date of termination.

ARTICLE 5 — FEES AND PAYMENT

5.1 The Client shall pay all fees as specified in the Agreement, Statement of Work, or Order Form. Unless otherwise agreed, consulting services are invoiced on a time-and-materials basis at the Supplier's then-current hourly rates, and SaaS Services are invoiced on a monthly or annual subscription basis.

5.2 All invoices are payable within fourteen (14) days of the invoice date, unless a different payment term is specified in the Agreement.

5.3 If the Client fails to pay any invoice by the due date, the Supplier is entitled to charge late payment interest at the penalty interest rate for commercial contracts as determined under Section 4a of the Finnish Interest Act (Korkolaki 633/1982), being the reference rate established by the Bank of Finland plus eight (8) percentage points per annum, calculated from the due date until the date of actual payment. The Supplier is additionally entitled to reasonable debt collection costs in accordance with the Act on the Collection of Debts (513/1999).

5.4 The Supplier may adjust its fees and rates annually with effect from 1 January of each calendar year. Adjustments to recurring fees shall be communicated in writing at least sixty (60) days in advance. Annual adjustments shall not exceed the greater of: (a) five percent (5%); or (b) the percentage change in the Finnish Consumer Price Index (Kuluttajahintaindeksi) as published by Statistics Finland (Tilastokeskus) for the preceding calendar year.

5.5 The Client shall not be entitled to set off, deduct, or withhold any amount from payments due to the Supplier, except for amounts that have been finally determined by a court or arbitral tribunal of competent jurisdiction.

5.6 All amounts payable under the Agreement are exclusive of VAT and other applicable taxes, which shall be charged at the prevailing rate and paid by the Client in addition to the stated fees.

5.7 The Supplier retains title to and may withhold delivery of all Deliverables, documentation, access credentials, and other materials until full payment has been received (retention of title pursuant to the Finnish Sale of Goods Act, 355/1987, Chapter 5).

5.8 In the event of a dispute regarding an invoice, the Client shall pay the undisputed portion by the due date and notify the Supplier in writing of the disputed amount with reasonable detail within seven (7) Working Days of receipt of the invoice. The parties shall negotiate in good faith to resolve the dispute within thirty (30) days.

ARTICLE 6 — CONFIDENTIALITY

6.1 Each party (the "Receiving Party") shall keep confidential all Confidential Information received from the other party (the "Disclosing Party") and shall not disclose such information to any third party without the prior written consent of the Disclosing Party, except as expressly permitted under this Article 6.

6.2 The Receiving Party may disclose Confidential Information only to its employees, directors, officers, agents, advisors, and subcontractors who have a need to know for the purposes of the Agreement and who are bound by confidentiality obligations no less restrictive than those set out in this Article 6.

6.3 The obligations of confidentiality do not apply to information that:

(a) was already in the public domain at the time of disclosure, or subsequently enters the public domain through no fault of the Receiving Party;

(b) was already known to the Receiving Party prior to disclosure, as demonstrated by written records;

(c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;

(d) is received by the Receiving Party from a third party without breach of any obligation of confidentiality; or

(e) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party (to the extent legally permitted) and cooperates with the Disclosing Party to limit the scope of disclosure.

6.4 The Supplier's Confidential Information expressly includes, without limitation:

(a) all AI Models, algorithms, model weights, model architectures, and training pipelines;

(b) all Prompt Engineering Assets, including system prompts, prompt templates, prompt optimization methodologies, meta-prompts, and prompt scoring frameworks;

(c) all Agent Configurations, including agent orchestration logic, tool definitions, memory structures, and multi-agent architectures;

(d) all Training Data, Knowledge Bases, embeddings, and vector stores;

(e) all source code, object code, APIs, and technical documentation;

(f) all pricing, cost structures, and commercial strategies;

(g) all employee, contractor, and partner information; and

(h) all security measures, vulnerability assessments, and incident response plans.

6.5 The obligations under this Article 6 shall survive the termination or expiration of the Agreement for a period of five (5) years, except that obligations regarding trade secrets (including Prompt Engineering Assets, AI Models, Agent Configurations, and Training Data) shall survive indefinitely for as long as such information retains its character as a trade secret under the Finnish Trade Secrets Act (595/2018).

6.6 The Client acknowledges that unauthorized disclosure of the Supplier's Confidential Information may cause irreparable harm that cannot be adequately compensated by monetary damages, and agrees that the Supplier shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law.

ARTICLE 7 — INTELLECTUAL PROPERTY

7.1 **Ownership.** All Intellectual Property rights in and to the Supplier Materials, including all AI Models, Prompt Engineering Assets, Agent Configurations, Training Data, Knowledge Bases, software, tools, frameworks, methodologies, algorithms, source code, object code, documentation, and brand assets, are and shall remain the exclusive property of the Supplier and/or its licensors. Nothing in the Agreement shall be construed as transferring, assigning, or granting to the Client any ownership interest in any Intellectual Property of the Supplier.

7.2 **No Implied Licenses.** No license or right is granted to the Client by implication, estoppel, or otherwise, except for the express limited license set forth in Article 7.4. Any rights not expressly granted herein are reserved by the Supplier.

7.3 **Work Product.** All Intellectual Property created by the Supplier in the course of performing the Services, including Custom Development, shall be owned exclusively by the Supplier. The Client acknowledges and agrees that all such work product constitutes Supplier Materials. To the extent that any work product is deemed to vest in the Client by operation of law, the Client hereby irrevocably assigns all such rights to the Supplier, and agrees to execute any documents and take any actions necessary to perfect such assignment.

7.4 **Limited License Grant.** Subject to the Client's compliance with these Terms and timely payment of all fees, the Supplier grants the Client a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Deliverables and access the Services solely for the Client's internal business purposes during the term of the

Agreement. This license:

(a) is limited to the scope, territory, number of users, and duration specified in the applicable Statement of Work or Order Form;

(b) does not include the right to modify, adapt, translate, or create derivative works of any Supplier Materials, except to the extent expressly permitted in writing;

(c) does not include the right to sublicense, redistribute, resell, rent, lease, or otherwise transfer the Deliverables or Services to any third party;

(d) is conditioned upon the Client's full compliance with these Terms and all applicable laws; and

(e) terminates automatically upon termination or expiration of the Agreement.

7.5 **Prohibition on Reverse Engineering.**

7.5.1 The Client shall not, and shall not permit any third party to:

(a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, model weights, or underlying structure of any software, AI Model, or other Supplier Materials;

(b) extract, copy, replicate, or reconstruct any AI Model, Training Data, Knowledge Base, or Prompt Engineering Asset, in whole or in part;

(c) use any technique, including but not limited to model distillation, model extraction, prompt injection, jailbreaking, or adversarial attacks, to extract or replicate the functionality, behavior, or output patterns of any AI Model;

(d) scrape, harvest, or systematically collect AI Output for the purpose of training, developing, or improving any competing AI model or service;

(e) remove, alter, or obscure any proprietary notices, labels, or markings on or in the Deliverables or Supplier Materials; or

(f) benchmark, test, or evaluate the Supplier's AI Models or Services for the purpose of developing or marketing a competing product or service, without the Supplier's prior written consent.

7.5.2 The prohibitions in Article 7.5.1 do not apply to the extent that such activities are expressly permitted by mandatory provisions of EU Directive 2009/24/EC (Software Directive), including the right to observe, study, or test the functioning of a program (Article 5(3)) and decompilation for interoperability (Article 6). Information obtained through such permitted activities may not be disclosed to third parties or used for purposes other than achieving interoperability.

7.6 **Prompt Engineering Protection.** The Client specifically acknowledges and agrees that:

(a) all Prompt Engineering Assets constitute valuable trade secrets of the Supplier, protected under the Finnish Trade Secrets Act (595/2018), Directive (EU) 2016/943, and applicable international trade secret law;

(b) the Client shall not attempt to extract, reconstruct, reverse engineer, or deduce any system prompt, prompt template, prompt chain, meta-prompt, or other Prompt Engineering Asset from the AI Output, behavior, or performance of the Supplier's AI Models or Services;

(c) any prompt structures, optimization techniques, or prompt engineering methodologies disclosed to the Client in the course of training or consulting engagements remain the exclusive property of the Supplier;

(d) the Client shall implement reasonable technical and organizational measures to prevent unauthorized access to or disclosure of any Prompt Engineering Assets that may be exposed in the course of the Services; and

(e) breach of this Article 7.6 shall constitute a material breach of the Agreement and may give rise to criminal liability under the Finnish Trade Secrets Act (595/2018), Section 30.

7.7 **Training Data and Model Improvement.** The Supplier retains all rights in and to all Training Data, whether created by the Supplier, obtained from third parties, or derived from Client Data. The Client grants the Supplier a non-exclusive, worldwide, royalty-free, perpetual license to use anonymized, aggregated, and de-identified interaction data derived from the Client's use of the Services for the purpose of improving, training, and developing the Supplier's AI Models, Products, and Services. The Supplier shall ensure that such data is anonymized in accordance with GDPR requirements and cannot be used to identify the Client or any individual.

7.8 **Client Content License.** The Client grants the Supplier a non-exclusive, limited license to use Client Data solely as necessary to perform the Services during the term of the Agreement. This license does not transfer any ownership of Client Data to the Supplier.

7.9 **Third-Party IP.** The Supplier may incorporate third-party open-source or commercially licensed components into the Deliverables. The Client's use of such components is subject to the applicable third-party license terms. The Supplier shall inform the Client of any material third-party license terms applicable to the Deliverables.

7.10 **IP Indemnification by Supplier.** The Supplier shall indemnify and hold the Client harmless from any third-party claim that the Deliverables, as provided by the Supplier and used in accordance with the Agreement, infringe any third-party Intellectual Property right recognized in Finland or the European Union, subject to the limitations set forth in Article 16. This indemnification obligation is conditional upon: (a) the Client promptly notifying the Supplier in writing of any such claim; (b) the Client granting the Supplier sole control of the defense and settlement; and (c) the Client providing reasonable cooperation at the Supplier's expense.

7.11 **IP Survival.** All Intellectual Property rights and obligations under this Article 7 shall survive the termination or expiration of the Agreement in perpetuity.

ARTICLE 8 — AI-SPECIFIC PROVISIONS

8.1 **EU AI Act Compliance.** The parties acknowledge their respective obligations under the EU AI Act (Regulation (EU) 2024/1689). The allocation of compliance responsibilities shall be as follows:

(a) **Supplier Responsibilities (as Provider, where applicable):** The Supplier shall, to the extent that it acts as a "provider" of an AI system within the meaning of the EU AI Act: (i) classify its AI systems according to the risk categories established by the EU AI Act; (ii) maintain technical documentation as required by the EU AI Act; (iii) implement appropriate quality management systems; (iv) provide transparency information and instructions for use; (v) ensure conformity assessment procedures are followed for high-risk AI systems; and (vi) register high-risk AI systems in the EU database.

(b) **Client Responsibilities (as Deployer):** The Client shall, to the extent that it acts as a "deployer" of an AI system within the meaning of the EU AI Act: (i) use the AI system in accordance with the instructions for use provided by the Supplier; (ii) monitor the AI system for risks during operation; (iii) inform the Supplier of any serious incident or malfunction; (iv) conduct a fundamental rights impact assessment where required; (v) ensure human oversight in accordance with the EU AI Act; and (vi) inform natural persons that they are subject to AI decision-making, where required.

(c) **Shared Responsibilities:** The parties shall cooperate in good faith to ensure full compliance with the EU AI Act, including by sharing information necessary for each party to fulfil its compliance obligations.

8.2 **AI Output Disclaimer.** The Client acknowledges and agrees that:

(a) AI Output is generated by automated systems and may contain errors, inaccuracies, biases, or omissions;

(b) AI Output does not constitute professional advice (legal, financial, medical, or otherwise) and should not be relied upon as such without independent verification;

(c) the Supplier does not warrant the accuracy, completeness, reliability, fitness for purpose, or suitability of any AI Output for any particular use;

(d) the Client is solely responsible for evaluating, verifying, and validating any AI Output before acting upon it or making it available to end users; and

(e) the Client shall implement appropriate human oversight mechanisms for any AI-driven decision-making processes, particularly those affecting natural persons' rights or interests.

8.3 **Model Transparency.** Upon the Client's reasonable written request, the Supplier shall provide a summary description of the general characteristics, capabilities, and known limitations of the AI Models used in the Services, to the extent required by the EU AI Act and without disclosing trade secrets or Confidential Information.

8.4 **AI Ethics and Responsible Use.** The Client shall not use the Supplier's AI Models, Services, or Products:

(a) for any purpose that is unlawful, discriminatory, or in violation of fundamental rights;

(b) to generate content that is misleading, defamatory, or harmful;

(c) for real-time biometric identification in publicly accessible spaces, except as permitted by applicable law;

(d) for social scoring or manipulation of human behavior;

(e) to circumvent any safety measures, content filters, or usage restrictions implemented by the Supplier; or

(f) in any manner that violates the prohibited practices listed in Article 5 of the EU AI Act.

8.5 **No Extraction of Model Components.** The Client shall not, and shall ensure that its employees, agents, and end users do not:

(a) extract, copy, or attempt to extract any model weights, parameters, embeddings, or architectural details from the Supplier's AI Models;

(b) use the Services to generate training data for a competing AI model or service;

(c) engage in systematic or automated querying of the Services for the purpose of model replication or distillation; or

(d) attempt to identify or reconstruct the Training Data used by the Supplier's AI Models.

8.6 **Copyright Policy for AI-Generated Content.** The Client acknowledges that the copyright status of AI-generated content may vary across jurisdictions. The Supplier makes no representation or warranty regarding the Client's ability to obtain or enforce copyright protection for AI Output. The Client is responsible for determining the intellectual property implications of using AI Output in its business operations.

ARTICLE 9 — TRADE SECRETS AND PROMPT ENGINEERING

9.1 **Classification.** The following categories of Supplier information are expressly classified as trade secrets within the meaning of the Finnish Trade Secrets Act (595/2018) and Directive (EU) 2016/943 on the protection of undisclosed know-how and business information:

(a) all Prompt Engineering Assets, including but not limited to system prompts, prompt templates, prompt chains, prompt optimization frameworks, meta-prompts, prompt scoring systems, few-shot examples, chain-of-thought structures, and instruction engineering methodologies;

(b) all Agent Configurations, including multi-agent architectures, agent orchestration logic, routing algorithms, tool definitions, memory structures, and agent mesh designs;

(c) all AI Model architectures, training pipelines, fine-tuning procedures, evaluation benchmarks, and model selection criteria;

(d) all Training Data curation methodologies, data augmentation techniques, and data quality frameworks;

(e) all Knowledge Base architectures, embedding strategies, vector store configurations, and retrieval-augmented generation (RAG) designs; and

(f) all proprietary algorithms, scoring models, and optimization techniques.

9.2 **Reasonable Measures.** The Supplier represents that it has implemented and shall maintain reasonable technical and organizational measures to protect the trade secrets identified in Article 9.1, including access controls, encryption, contractual protections, and employee/contractor confidentiality agreements.

9.3 **Client Obligations.** The Client shall:

(a) treat all trade secrets of the Supplier with at least the same degree of care as it uses to protect its own most valuable confidential information, and in no event less than reasonable care;

(b) not attempt to extract, deduce, reconstruct, or reverse engineer any trade secret from the AI Output, behavior, logs, or performance metrics of the Supplier's Services;

(c) immediately notify the Supplier in writing upon becoming aware of any unauthorized access to, disclosure of, or use of any trade secret; and

(d) cooperate with the Supplier in any investigation or legal proceedings relating to misappropriation of trade secrets.

9.4 **Remedies.** In addition to any other remedies available under these Terms or applicable law:

(a) misappropriation of trade secrets may give rise to criminal liability under the Finnish Trade Secrets Act (595/2018), Sections 28-30, and the Finnish Criminal Code (39/1889), Chapter 30, Section 5 (business espionage);

(b) the Supplier may seek injunctive relief, corrective measures, and compensation under Chapter 8 of the Finnish Trade Secrets Act; and

(c) the Client shall be liable for all damages, costs, and expenses incurred by the Supplier as a result of any breach of this Article 9, including reasonable attorney's fees and expert costs.

9.5 **Duration.** The obligations under this Article 9 shall survive the termination or expiration of the Agreement for as long as the relevant information retains its character as a trade secret, which the parties acknowledge may be indefinite.

ARTICLE 10 — SAAS AND CLOUD SERVICES

10.1 **Service Provision.** The Supplier shall provide the SaaS Services in accordance with the service description set out in the applicable Statement of Work or Order Form. The SaaS Services are provided as a hosted, managed service. The Client has no right to receive, access, or obtain copies of the underlying software, source code, or infrastructure.

10.2 **Availability.** The Supplier shall use commercially reasonable efforts to maintain the availability of the SaaS Services in accordance with the service level targets set out in Article 23, subject to planned maintenance windows and force majeure events.

10.3 **Access.** The Client shall access the SaaS Services via the access methods specified by the Supplier (API, web interface, messaging platform integration, or otherwise). The Client is responsible for maintaining the security of its access credentials and shall promptly notify the Supplier of any unauthorized access.

10.4 **Usage Limits.** The SaaS Services are licensed based on the usage parameters specified in the applicable Order Form (number of users, API calls, message volume, connected properties, or other metrics). The Client shall not exceed the agreed usage limits without the Supplier's prior written consent and payment of additional fees.

10.5 **Updates and Modifications.** The Supplier may update, modify, or enhance the SaaS Services from time to time. The Supplier shall use commercially reasonable efforts to notify the Client of material changes at least fourteen (14) days in advance. Minor updates, security patches, and bug fixes may be applied without prior notice.

10.6 **Data Hosting.** Client Data processed through the SaaS Services shall be hosted within the European Union or European Economic Area (EU/EEA), unless the Client expressly consents otherwise in writing. The specific hosting location shall be specified in the DPA.

10.7 **Backups.** The Supplier shall maintain regular backups of Client Data in accordance with its standard backup policies. The Supplier shall not be liable for any loss of Client Data to the extent the Client has failed to maintain its own independent backups.

10.8 **Service Discontinuation.** If the Supplier decides to discontinue a SaaS Service, it shall provide the Client with at least twelve (12) months' written notice and shall assist the Client with data migration at the Supplier's then-current professional services rates.

ARTICLE 10A — DATA PORTABILITY AND SWITCHING

10A.1 **Data Export.** Upon the Client's written request, the Supplier shall make Client Data available for export in a structured, commonly used, and machine-readable format within thirty (30) days of receiving the request.

10A.2 **Switching Support.** In the event the Client wishes to switch to an alternative service provider, the Supplier shall provide reasonable switching support for a transitional period of thirty (30) days following the effective date of termination, including:

(a) continued access to Client Data during the transitional period;

(b) export of Client Data in a format that facilitates migration; and

(c) reasonable technical assistance at the Supplier's then-current professional services rates.

10A.3 **Switching Charges.** Any charges for switching support shall be transparent, proportionate, and shall not exceed the actual costs incurred by the Supplier. In accordance with Regulation (EU) 2023/2854 (Data Act), switching charges shall be progressively reduced and eliminated by 12 January 2027.

10A.4 **Data Deletion After Switching.** Following completion of the data export and the expiry of the transitional period, the Supplier shall delete all Client Data in accordance with Article 4.5(c), unless retention is required by applicable law.

ARTICLE 11 — SOFTWARE LICENSING

11.1 **License Grant.** Where the Supplier provides software (including AI-powered software) under a license rather than as a SaaS Service, the Supplier grants the Client a non-exclusive, non-transferable, non-sublicensable license to use the software in object code form only, subject to these Terms and the applicable license terms.

11.2 **No Source Code.** The Client shall not be entitled to receive or access the source code of any software provided by the Supplier, unless expressly agreed otherwise in a separate written agreement. In the event that source code is placed in escrow, the escrow terms shall be governed by a separate escrow agreement.

11.3 **License Restrictions.** In addition to the restrictions in Article 7, the Client shall not:

(a) install or use the software on more devices, servers, or environments than specified in the applicable license;

(b) use the software for service bureau, outsourcing, or time-sharing purposes for the benefit of third parties;

(c) modify, adapt, or create derivative works of the software without the Supplier's prior written consent;

(d) transfer the software license to any third party without the Supplier's prior written consent; or

(e) use the software in a manner that exceeds the scope of the license granted.

11.4 **Audit.** The Supplier may audit the Client's use of the software to verify compliance with the license terms. Such audits shall be conducted during normal business hours with reasonable advance notice. If an audit reveals unauthorized use, the Client shall promptly pay the applicable license fees for such use and reimburse the Supplier's reasonable audit costs.

ARTICLE 12 — CUSTOM DEVELOPMENT

12.1 **Scope.** Custom Development shall be performed in accordance with a Statement of Work agreed between the parties. Each SOW shall specify the scope, timeline, milestones, acceptance criteria, and fees for the Custom Development.

12.2 **Ownership of Custom Development.** All Intellectual Property in Custom Development is and shall remain the exclusive property of the Supplier, in accordance with Article 7.3. The Client receives only the limited license specified in Article 7.4.

12.3 **Pre-existing Materials.** Any Supplier Materials incorporated into Custom Development remain the exclusive property of the Supplier. The Client receives only a non-exclusive, non-transferable, non-sublicensable license to use such materials as part of the Deliverables, subject to the terms of this Agreement.

12.4 **Change Requests.** Any changes to the scope of Custom Development must be agreed in writing through a formal change request process. The Supplier shall assess each change request and provide an estimate of the impact on timeline, fees, and resources. No change shall be binding until agreed in writing by both parties.

12.5 **Acceptance Testing.** The Client shall test and accept or reject Deliverables within fourteen (14) days of delivery (the "Acceptance Period"). Rejection must be accompanied by a detailed written description of the defects or non-conformities. If the Client fails to accept or reject within the Acceptance Period, or commences productive use of the Deliverables, the Deliverables shall be deemed accepted.

12.6 **Defect Correction.** If the Client reasonably rejects a Deliverable, the Supplier shall use commercially reasonable efforts to correct the identified defects and resubmit the Deliverable. The acceptance process set forth in Article 12.5 shall apply to resubmitted Deliverables. If the Supplier fails to deliver conforming Deliverables after three (3) correction cycles, either party may terminate the applicable SOW upon written notice.

12.7 **Client Cooperation.** The Client shall provide timely cooperation, information, access, and resources reasonably required for the Supplier to perform the Custom Development. Delays caused by the Client may result in timeline extensions and additional charges.

ARTICLE 12A — AGILE DEVELOPMENT

12A.1 **Applicability.** Where the parties agree to use an iterative or agile development methodology (such as Scrum, Kanban, or SAFe), the provisions of this Article 12A apply in addition to Article 12, and shall prevail in the event of a conflict with Article 12.

12A.2 **Iterative Process.** The parties acknowledge that: (a) the work may not commence on the basis of complete or fully elaborated specifications; (b) specifications may be adjusted during the course of the engagement in good faith and in accordance with the agreed project methodology; and (c) the Client accepts the risk that the final Deliverables may not meet all initial specifications.

12A.3 **Sprint-Based Delivery.** Development shall be organized in iterations or sprints. At the conclusion of each sprint, the Supplier shall demonstrate the completed work to the Client. The Client shall provide feedback and approve or request modifications within five (5) Working Days. Failure to respond within this period constitutes acceptance of the sprint deliverables.

12A.4 **Product Backlog.** The parties shall jointly maintain a prioritized product backlog. The Client shall designate a Product Owner with sufficient authority to make binding decisions regarding priorities, acceptance criteria, and scope adjustments.

12A.5 **Acceptance.** Upon completion of the final sprint or development phase, the Deliverables shall be deemed accepted in their then-current state ("as is"), subject to correction of material defects identified during a fourteen (14) day acceptance period. The formal acceptance testing provisions of Article 12.5 apply to the final delivery only.

12A.6 **Scope Changes.** Changes to the scope during agile development do not require the formal change request process of Article 12.4, provided they are documented in the product backlog and agreed upon by the Product Owner and the Supplier's project lead.

ARTICLE 13 — AI CONSULTING SERVICES

13.1 **Scope.** AI consulting services may include, without limitation, AI strategy development, AI readiness assessment, AI solution architecture, prompt engineering consulting, AI training and workshops, AI compliance advisory (including EU AI Act compliance), and AI implementation support.

13.2 **Consulting Rate.** Unless otherwise agreed in writing, AI consulting services are provided at the Supplier's then-current hourly rate. As of the effective date of these Terms, the standard consulting rate is EUR 225 per hour, exclusive of VAT.

13.3 **Methodology Ownership.** All consulting methodologies, frameworks, assessment tools, training materials, prompt engineering techniques, and other know-how used or developed by the Supplier in the course of consulting engagements are and shall remain Supplier Materials, regardless of any customization performed for the Client.

13.4 **Deliverables.** Any reports, recommendations, assessments, or other documents delivered to the Client as part of a consulting engagement are licensed, not sold, subject to Article 7.4. The Client may use such deliverables for its internal business purposes only.

13.5 **Training Materials.** All training materials, course content, presentations, exercises, and handouts are and shall remain the exclusive Intellectual Property of the Supplier. The Client may use training materials solely for the internal training of its authorized employees and may not reproduce, distribute, or make available such materials to any third party.

13.6 **No Guarantee of Results.** The Supplier provides consulting services on a best-efforts basis. The Supplier does not guarantee specific results, outcomes, savings, or return on investment. Recommendations are advisory in nature, and the Client is solely responsible for its business decisions.

ARTICLE 14 — DATA PROTECTION AND PRIVACY

14.1 **GDPR Compliance.** Both parties shall comply with the GDPR and the Finnish Data Protection Act (1050/2018) in connection with the processing of Personal Data under the Agreement.

14.2 **Roles and Responsibilities.** Unless otherwise agreed in the DPA:

(a) the Client is the controller of Personal Data processed in connection with the Services;

(b) the Supplier acts as processor of Personal Data on behalf of the Client; and

(c) the processing activities, categories of data subjects, types of Personal Data, and purposes of processing shall be specified in the DPA.

14.3 **Data Processing Agreement.** The parties shall enter into a DPA that meets the requirements of Article 28 of the GDPR. The DPA shall be appended to or incorporated by reference into the Agreement.

14.4 **Sub-processors.** The Supplier may engage sub-processors for the processing of Personal Data, subject to: (a) the Supplier maintaining a list of sub-processors, which shall be made available to the Client upon request; (b) the Supplier notifying the Client of any intended changes to its sub-processors at least fourteen (14) days in advance; (c) the Client's right to object to a new sub-processor on reasonable grounds within seven (7) days of notification; and (d) the Supplier imposing data protection obligations on its sub-processors no less protective than those in the DPA.

14.5 **Data Breach Notification.** The Supplier shall notify the Client of any Personal Data breach without undue delay and in any event within seventy-two (72) hours of becoming aware of the breach, in accordance with Article 33 of the GDPR. The notification shall include: (a) a description of the nature of the breach; (b) the categories and approximate number of data subjects concerned; (c) the likely consequences of the breach; and (d) the measures taken or proposed to be taken to address the breach.

14.6 **Data Subject Rights.** The Supplier shall assist the Client in responding to requests from data subjects exercising their rights under Chapter III of the GDPR (access, rectification, erasure, restriction, portability, and objection).

14.7 **International Transfers.** The Supplier shall not transfer Personal Data outside the EU/EEA without the Client's prior written consent and without implementing appropriate safeguards in accordance with Chapter V of the GDPR (standard contractual clauses, adequacy decisions, or binding corporate rules).

14.8 **Data Protection Impact Assessment.** The Supplier shall provide reasonable assistance to the Client in conducting data protection impact assessments (DPIAs) where required by Article 35 of the GDPR, particularly in connection with AI-driven profiling or automated decision-making.

14.9 **Retention and Deletion.** Upon termination of the Agreement, the Supplier shall delete or return all Personal Data to the Client in accordance with the DPA, except to the extent retention is required by applicable law. The Supplier shall certify deletion in writing upon the Client's request.

ARTICLE 15 — CYBERSECURITY AND NIS2 COMPLIANCE

15.1 **Applicability.** To the extent that the Supplier or the Client is subject to the NIS2 Directive as transposed into Finnish law by the Cybersecurity Act (124/2025), the parties shall cooperate to meet their respective obligations.

15.2 **Security Measures.** The Supplier shall implement and maintain appropriate technical and organizational measures to manage the risks posed to the security of network and information systems, in accordance with Article 21 of the NIS2 Directive and the Finnish Cybersecurity Act, including:

(a) risk analysis and information system security policies;

(b) incident handling procedures;

(c) business continuity and crisis management;

(d) supply chain security;

(e) security in network and information systems acquisition, development, and maintenance;

(f) cybersecurity risk-management measures assessment;

(g) cyber hygiene practices and cybersecurity training;

(h) cryptography and encryption policies;

(i) human resources security and access control policies; and

(j) multi-factor authentication and secured communication systems.

15.3 **Incident Reporting.** In the event of a significant cybersecurity incident affecting the Services:

(a) the Supplier shall issue an early warning to the Client within twenty-four (24) hours of becoming aware of the incident;

(b) the Supplier shall provide an incident notification within seventy-two (72) hours, including an initial assessment of the incident and its severity; and

(c) the Supplier shall provide a final report within one (1) month of the incident notification, including a detailed description of the incident, its root cause, and the remedial measures applied.

15.4 **Vulnerability Management.** The Supplier shall maintain a vulnerability management program and shall apply security patches and updates in a timely manner.

ARTICLE 16 — LIMITATION OF LIABILITY

16.1 **Cap on Liability.** The total aggregate liability of the Supplier (including its Affiliates, directors, officers, employees, and subcontractors) arising out of or in connection with the Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the lesser of:

(a) the total fees actually paid by the Client to the Supplier under the Agreement during the twelve (12) months immediately preceding the event giving rise to the liability; or

(b) EUR 250,000 (two hundred and fifty thousand euros).

16.2 **Exclusion of Indirect Damages.** The Supplier shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to:

(a) loss of profits, revenue, or business;

(b) loss of data or data restoration costs (except to the extent caused by the Supplier's breach of its data protection obligations);

(c) loss of goodwill or reputation;

(d) loss of anticipated savings;

(e) loss of contracts or business opportunities;

(f) costs of procurement of substitute goods or services; or

(g) any other indirect or consequential loss,

even if the Supplier has been advised of the possibility of such damages.

16.3 **Exceptions.** The limitations and exclusions of liability in this Article 16 shall not apply to:

(a) liability arising from the Supplier's intentional misconduct (tahallinen teko) or gross negligence (torke■ tuottamus), which cannot be limited under Finnish law (Contracts Act, Section 36; Sale of Goods Act, Section 40);

(b) liability for death or personal injury caused by the Supplier's negligence;

(c) the Client's obligation to pay fees due under the Agreement;

(d) a party's breach of its confidentiality obligations under Article 6;

(e) a party's breach of its data protection obligations under Article 14, to the extent such liability is required by the GDPR; or

(f) the Client's breach of the Intellectual Property provisions under Articles 7 and 9.

16.4 **Mitigation.** Each party shall take reasonable steps to mitigate any loss or damage for which the other party may be liable under the Agreement.

16.5 **Insurance.** The limitation of liability under this Article 16 is predicated upon the Supplier maintaining professional liability (errors and omissions) insurance with coverage limits of at least EUR 500,000 per occurrence.

16.6 **Fair Allocation.** The parties acknowledge that the limitations and exclusions of liability in this Article 16 represent a fair allocation of risk between the parties, taking into account the fees payable under the Agreement, and that the Supplier would not enter into the Agreement without such limitations.

ARTICLE 17 — CORPORATE VEIL AND LIMITED LIABILITY

17.1 **Legal Entity.** Primal AOS Oy is a separate legal entity organized under the laws of Finland. The obligations of the Supplier under the Agreement are obligations of Primal AOS Oy only.

17.2 **Acknowledgment of Limited Liability.** The Client acknowledges that, in accordance with the Finnish Limited Liability Companies Act (624/2006), the liability of shareholders of Primal AOS Oy is limited to their capital contributions. The Client agrees that, in its commercial dealings with the Supplier, it shall direct any claims exclusively against Primal AOS Oy as a legal entity and shall not seek to impose personal liability on any director, officer, shareholder, employee, agent, or representative of the Supplier, except to the extent required by mandatory law.

17.3 **Holding Entity Acknowledgment.** The Client acknowledges that any holding company, parent company, or affiliated entity of the Supplier is a separate legal entity with no liability for the Supplier's obligations under the Agreement, unless such entity has expressly assumed liability in a separate written agreement.

17.4 **Subcontractor Limitation.** The liability of any subcontractor or sub-processor engaged by the Supplier shall be limited to the same extent as the Supplier's liability under this Agreement. The Client shall not assert any direct claim against a subcontractor or sub-processor of the Supplier, except where required by mandatory law.

ARTICLE 18 — INDEMNIFICATION

18.1 **Client Indemnification.** The Client shall indemnify, defend, and hold harmless the Supplier and its Affiliates, directors, officers, employees, agents, and subcontractors from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

(a) the Client's use of the Services, Products, or AI Output in violation of these Terms, applicable law, or the rights of any third party;

(b) Client Data that infringes any third-party intellectual property right, privacy right, or other right;

(c) the Client's failure to comply with its obligations under the EU AI Act, GDPR, or other applicable data protection or AI regulation;

(d) any claim by an end user, guest, customer, or other third party arising from the Client's deployment of the Supplier's AI Models or Services;

(e) the Client's failure to maintain human oversight over AI-driven processes as required by the Agreement or applicable law; or

(f) any misrepresentation or breach of warranty by the Client.

18.2 **Indemnification Procedure.** The indemnifying party's obligation is conditional upon: (a) prompt written notice of the claim; (b) sole control of the defense and settlement (with the indemnified party's reasonable cooperation); and (c) the indemnified party not making any admission or settlement without the indemnifying party's prior written consent.

ARTICLE 19 — FORCE MAJEURE

19.1 **Definition.** Neither party shall be liable for any delay or failure in performance of its obligations under the Agreement to the extent such delay or failure is caused by a force majeure event, meaning any event or circumstance beyond the reasonable control of the affected party, including but not limited to: natural disasters, epidemics, pandemics, acts of war, terrorism, civil unrest, government sanctions or embargoes, strikes or labor disputes (other than those involving the affected party's own employees), failure of third-party telecommunications or power supply, cyberattacks, and changes in applicable law or regulation that make performance unlawful.

19.2 **Notice.** The affected party shall promptly notify the other party in writing of the force majeure event, specifying its nature, expected duration, and the obligations affected.

19.3 **Mitigation.** The affected party shall use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as practicable.

19.4 **Prolonged Force Majeure.** If a force majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected Statement of Work or, if the force majeure event affects the entire Agreement, the Agreement itself, upon thirty (30) days' written notice.

ARTICLE 20 — SUBCONTRACTORS

20.1 **Right to Subcontract.** The Supplier may engage subcontractors, freelancers, and third-party service providers to perform parts of the Services. The Supplier shall remain responsible for the performance of its obligations under the Agreement, subject to the limitations set forth in these Terms.

20.2 **Key Personnel.** If specific key personnel have been identified in the Statement of Work, the Supplier shall not replace such personnel without the Client's prior written consent, which shall not be unreasonably withheld. The Supplier shall provide a replacement of comparable qualification and experience.

20.3 **Subcontractor Terms.** The Supplier shall ensure that its subcontractors are bound by terms at least as protective as those in this Agreement with respect to confidentiality, intellectual property, data protection, and security.

ARTICLE 21 — NON-SOLICITATION

21.1 **Non-Solicitation.** During the term of the Agreement and for a period of twelve (12) months following its termination or expiration, neither party shall, without the prior written consent of the other party, directly or indirectly solicit, recruit, or hire (or attempt to solicit, recruit, or hire) any employee, contractor, or consultant of the other party who has been involved in the performance of the Agreement.

21.2 **Compensation.** In the event of a breach of Article 21.1, the breaching party shall pay the other party a compensation equal to twelve (12) months of the relevant individual's gross annual salary or fee, without prejudice to the other party's right to claim additional damages.

21.3 **Exception.** General recruitment advertising (not specifically targeted at the other party's employees) shall not constitute a breach of this Article 21.

ARTICLE 22 — WARRANTIES AND DISCLAIMERS

22.1 **Supplier Warranties.** The Supplier warrants that:

(a) it has the legal authority and capacity to enter into the Agreement;

(b) the Services will be performed with reasonable skill and care by appropriately qualified personnel, in accordance with generally accepted professional standards in the IT and AI industry;

(c) the SaaS Services will substantially conform to the applicable service description during the subscription period;

(d) to the best of its knowledge, the Deliverables, as provided by the Supplier, will not infringe any third-party Intellectual Property right recognized in Finland or the European Union; and

(e) it shall comply with all applicable laws and regulations in the performance of its obligations under the Agreement.

22.2 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 22.1, THE SUPPLIER PROVIDES THE SERVICES, PRODUCTS, PLATFORM, AND DELIVERABLES "AS IS" AND "AS AVAILABLE." THE SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE SUPPLIER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

22.3 **AI-Specific Disclaimer.** WITHOUT LIMITING THE GENERALITY OF ARTICLE 22.2, THE SUPPLIER MAKES NO WARRANTY REGARDING:

(a) the accuracy, completeness, reliability, or fitness for purpose of any AI Output;

(b) the performance of any AI Model under conditions not tested or anticipated during development;

(c) the absence of bias, discrimination, or unfairness in any AI Output or AI Model;

(d) the legal or regulatory compliance of any AI Output used by the Client; or

(e) the availability or enforceability of intellectual property protection for AI-generated content.

22.4 **Client Warranties.** The Client warrants that:

(a) it has the legal authority and capacity to enter into the Agreement;

(b) the Client Data does not infringe any third-party intellectual property right, privacy right, or other right;

(c) it shall use the Services and Products in compliance with all applicable laws and regulations, including the EU AI Act and GDPR;

(d) it has obtained all necessary consents, authorizations, and licenses for the processing of Personal Data and the use of Client Data in connection with the Services; and

(e) it shall maintain human oversight over AI-driven processes where required by applicable law or the Agreement.

ARTICLE 23 — SERVICE LEVELS

23.1 **SLA Terms.** Service level targets for the SaaS Services shall be specified in a Service Level Agreement (SLA) appended to or incorporated into the applicable Statement of Work or Order Form.

23.2 **Default SLA.** In the absence of a specific SLA, the following default service level targets apply:

(a) **Availability:** 99.5% monthly uptime, measured as the percentage of minutes in a calendar month during which the Platform is operational and accessible, excluding planned maintenance windows;

(b) **Planned Maintenance:** The Supplier shall schedule planned maintenance during off-peak hours (22:00-06:00 EET) and shall provide at least forty-eight (48) hours' advance notice for planned maintenance expected to affect availability;

(c) **Incident Response:**

• Critical (service unavailable): initial response within two (2) hours;

• Major (significant degradation): initial response within four (4) hours;

• Minor (limited impact): initial response within one (1) Working Day;

(d) **Service Credits:** If the monthly uptime falls below 99.5%, the Client is entitled to a service credit equal to five percent (5%) of the monthly subscription fee for each full percentage point below 99.5%, up to a maximum of twenty-five percent (25%) of the monthly fee. Service credits are the Client's sole and exclusive remedy for failure to meet availability targets.

23.3 **Exclusions.** The availability targets do not apply to disruptions caused by: (a) force majeure events; (b) the Client's systems, equipment, or internet connectivity; (c) scheduled maintenance notified in advance; (d) the Client's breach of the Agreement; or (e) third-party services or platforms outside the Supplier's control.

ARTICLE 24 — SUPPORT AND MAINTENANCE

24.1 **Support Services.** The Supplier shall provide technical support for the SaaS Services during the Supplier's standard business hours (Monday through Friday, 09:00 to 17:00 EET, excluding Finnish public holidays), unless a different support scope is agreed in the applicable Statement of Work.

24.2 **Support Channels.** Support requests may be submitted via email, ticketing system, or other channels designated by the Supplier.

24.3 **Maintenance.** The Supplier shall maintain the SaaS Services, including applying bug fixes, security patches, and updates. The Supplier shall use commercially reasonable efforts to correct material defects reported by the Client in accordance with the applicable service level targets.

24.4 **Extended Support.** Extended support (including 24/7 support, dedicated support personnel, or on-site support) is available as an additional service for a separate fee.

24.5 **Client Cooperation.** The Client shall provide the Supplier with all information, access, and cooperation reasonably necessary for the Supplier to provide support and maintenance services, including detailed descriptions of issues, error messages, and steps to reproduce problems.

ARTICLE 25 — CLIENT OBLIGATIONS

25.1 **General Obligations.** The Client shall:

(a) provide timely and accurate information, data, and materials as reasonably required by the Supplier for the performance of the Services;

(b) ensure that its systems, equipment, and network meet the minimum technical requirements specified by the Supplier;

(c) appoint a qualified project contact or project manager to serve as the primary point of contact for the Supplier;

(d) make decisions, provide approvals, and respond to requests within the timeframes specified in the Statement of Work or, if not specified, within five (5) Working Days;

(e) ensure that its employees and agents who use the Services are properly trained and comply with the Supplier's usage policies;

(f) comply with all applicable laws and regulations in connection with its use of the Services and Products;

(g) maintain appropriate security measures to protect access credentials and prevent unauthorized access to the Services;

(h) not use the Services or Products for any unlawful, fraudulent, or abusive purpose; and

(i) promptly notify the Supplier of any security incident, unauthorized access, or suspected misuse of the Services.

25.2 **Consequences of Non-compliance.** If the Client fails to comply with its obligations under this Article 25, the Supplier shall not be liable for any resulting delays, defects, or failures in the Services. The Supplier may suspend the Services until the Client has complied with its obligations, without prejudice to the Supplier's right to payment.

ARTICLE 26 — AUDIT RIGHTS

26.1 **Supplier Audit.** The Supplier may audit the Client's use of the Services, Products, and Deliverables to verify compliance with these Terms, including license compliance, usage limits, and security requirements. Such audits shall be conducted with at least fifteen (15) Working Days' advance written notice, during normal business hours, and at the Supplier's expense (unless the audit reveals a material breach, in which case the Client shall bear the reasonable costs of the audit).

26.2 **Client Audit.** The Client may audit the Supplier's compliance with its data protection and security obligations under Articles 14 and 15, subject to the following conditions: (a) audits shall be conducted with at least thirty (30) Working Days' advance written notice; (b) audits shall be conducted by the Client or an independent third-party auditor bound by confidentiality obligations; (c) audits shall be limited to the scope of the Supplier's obligations under the Agreement; (d) audits shall be conducted during normal business hours and shall not unreasonably interfere with the Supplier's operations; and (e) the Client shall bear the costs of the audit, including any reasonable charges by the Supplier for time and resources required to support the audit.

26.3 **Audit Reports.** Third-party certifications (such as ISO 27001, SOC 2 Type II) and audit reports provided by the Supplier may be accepted by the Client as a reasonable alternative to on-site audits.

ARTICLE 27 — INSURANCE

27.1 The Supplier shall maintain the following insurance coverage during the term of the Agreement and for a period of twelve (12) months thereafter:

(a) **Professional Liability (Errors and Omissions):** minimum EUR 500,000 per occurrence, EUR 1,000,000 aggregate per year;

(b) **General Commercial Liability:** minimum EUR 500,000 per occurrence;

(c) **Cyber Liability Insurance:** minimum EUR 500,000 per occurrence, covering data breaches, cybersecurity incidents, and related liabilities.

27.2 Upon the Client's written request, the Supplier shall provide certificates of insurance evidencing the coverage specified in Article 27.1.

27.3 The Supplier's insurance obligations shall not limit or affect the limitation of liability provisions in Article 16.

ARTICLE 28 — NOTICES

28.1 All notices under the Agreement shall be in writing and shall be delivered by:

(a) email (with read receipt or delivery confirmation);

(b) registered mail; or

(c) courier service with tracking and delivery confirmation.

28.2 Notices shall be addressed to the contact persons and addresses specified in the Agreement, or to such other address or contact person as a party may designate by written notice.

28.3 Notices are deemed received:

(a) if sent by email: on the first Working Day after the date of transmission (provided no non-delivery notification is received);

(b) if sent by registered mail: on the fifth (5th) Working Day after the date of posting; or

(c) if sent by courier: on the date of confirmed delivery.

28.4 Notices of termination, material breach, or legal proceedings must be sent by registered mail or courier, with a copy by email.

ARTICLE 29 — AMENDMENTS

29.1 The Supplier may amend these Terms from time to time. Material amendments shall be communicated to the Client in writing at least sixty (60) days before the effective date of the amendment.

29.2 If the Client does not agree to a material amendment, the Client may terminate the Agreement by providing written notice within thirty (30) days of receipt of the amendment notification. If the Client does not terminate within this period, the amended Terms shall be deemed accepted.

29.3 Non-material amendments (including updates to reflect changes in applicable law, contact details, or service descriptions) may be made by the Supplier by posting the updated Terms on its website or providing written notice.

29.4 Amendments to a Statement of Work or Order Form must be agreed in writing by both parties.

ARTICLE 30 — ASSIGNMENT AND TRANSFER

30.1 The Client shall not assign, transfer, pledge, or otherwise dispose of the Agreement, or any rights or obligations thereunder, without the prior written consent of the Supplier.

30.2 The Supplier may assign or transfer the Agreement, or any rights or obligations thereunder, to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, without the Client's consent. The Supplier shall notify the Client of any such assignment within thirty (30) days.

30.3 Any attempted assignment in breach of this Article 30 shall be null and void.

ARTICLE 31 — DISPUTE RESOLUTION

31.1 **Negotiation.** The parties shall attempt to resolve any dispute arising out of or in connection with the Agreement through good faith negotiation between senior representatives of the parties within thirty (30) days of written notice of the dispute.

31.2 **Mediation.** If the dispute is not resolved through negotiation, either party may submit the dispute to mediation administered by the Finland Chamber of Commerce (Keskuskauppakamari). The mediation shall be conducted in Helsinki, Finland, in the English language. Each party shall bear its own costs of mediation, and the mediator's fees shall be shared equally.

31.3 **Arbitration.** If the dispute is not resolved through mediation within sixty (60) days of the commencement of mediation (or such longer period as the parties may agree), either party may submit the dispute to final and binding arbitration under the Arbitration Rules of the Finland Chamber of Commerce (Keskuskauppakamari). The arbitration shall be conducted in Helsinki, Finland, in the English language, by a sole arbitrator appointed in accordance with the Rules. The arbitral award shall be final and binding and may be enforced in any court of competent jurisdiction.

31.4 **Injunctive Relief.** Notwithstanding the foregoing, either party may seek interim or injunctive relief from the Helsinki District Court (Helsingin karajaoikeus) or any other court of competent jurisdiction for the purpose of protecting its Intellectual Property, Confidential Information, or trade secrets, without first engaging in negotiation, mediation, or arbitration.

31.5 **Continued Performance.** Pending resolution of a dispute, the parties shall continue to perform their respective obligations under the Agreement, except to the extent that performance is the subject of the dispute.

31.6 **Costs.** Unless the arbitral tribunal or court orders otherwise, each party shall bear its own legal costs and expenses, and the costs of arbitration shall be apportioned by the arbitral tribunal.

ARTICLE 32 — GOVERNING LAW

32.1 The Agreement and these Terms shall be governed by and construed in accordance with the laws of the Republic of Finland, without regard to its conflict of laws principles.

32.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

32.3 References to Finnish legislation in these Terms include any successor legislation and any amendments thereto.

ARTICLE 33 — SEVERABILITY

33.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitral tribunal of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, which shall continue in full force and effect.

33.2 The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision that achieves, to the extent possible, the economic, business, and legal objectives of the original provision.

33.3 If a court or arbitral tribunal determines that any limitation, exclusion, restriction, or condition in these Terms may be construed as unreasonable, the provision shall be enforceable to the maximum extent permitted by applicable law.

ARTICLE 34 — ENTIRE AGREEMENT

34.1 The Agreement (comprising the Statement of Work, Order Form, these Terms, DPA, SLA, and any Security Annex) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written.

34.2 Neither party has been induced to enter into the Agreement by any representation, warranty, or undertaking not expressly set out in the Agreement. Neither party shall have any claim for innocent or negligent misrepresentation based on any statement in the Agreement.

34.3 In the event of a conflict between the documents comprising the Agreement, the following order of precedence shall apply (with the first listed prevailing over subsequent documents): (a) Security Annex (if applicable); (b) Statement of Work or Order Form; (c) DPA; (d) SLA; (e) these Terms.

ARTICLE 35 — SURVIVAL

35.1 The following provisions shall survive the termination or expiration of the Agreement:

(a) Article 1 (Definitions) — to the extent necessary to interpret surviving provisions;

(b) Article 5 (Fees and Payment) — with respect to outstanding payment obligations;

(c) Article 6 (Confidentiality) — for the periods specified therein;

(d) Article 7 (Intellectual Property) — in perpetuity;

(e) Article 8 (AI-Specific Provisions) — with respect to ongoing obligations;

(f) Article 9 (Trade Secrets and Prompt Engineering) — indefinitely;

(g) Article 10A (Data Portability and Switching) — with respect to post-termination data export obligations;

(h) Article 14 (Data Protection and Privacy) — with respect to ongoing data processing obligations;

(i) Article 16 (Limitation of Liability) — with respect to claims arising during the term;

(j) Article 17 (Corporate Veil and Limited Liability) — in perpetuity;

(k) Article 18 (Indemnification) — with respect to claims arising during the term;

(l) Article 21 (Non-Solicitation) — for the period specified therein;

(m) Article 31 (Dispute Resolution) — with respect to disputes arising during the term;

(n) Article 32 (Governing Law);

(o) Article 33 (Severability);

(p) Article 34 (Entire Agreement); and

(q) this Article 35 (Survival).

35.2 Termination of the Agreement shall not release any party from any liability or obligation that accrued prior to the date of termination.

SCHEDULE A — CONTACT DETAILS

Supplier: Primal AOS Oy (PRIMAL-AOS Ltd) Business ID (Y-tunnus): 3572759-2 EUID: FIFPRO.3572759-2 Registered Address: Ronkaisenrannantie 4 A, 93800 Kuusamo, Finland Domicile: Kuusamo, Finland

CEO: Juho Ikonen Phone: +358 43 824 2290

Email: info@primal-aos.fi Website: primal-aos.fi

SCHEDULE B — PROCESSING ACTIVITIES (DPA TEMPLATE REFERENCE)

The detailed Data Processing Agreement, including the description of processing activities, categories of personal data, categories of data subjects, and technical and organizational measures, shall be executed as a separate annex. The DPA shall comply with Article 28 of the GDPR and shall reference the standard contractual clauses adopted by the European Commission (Implementing Decision (EU) 2021/914) where applicable.

These General Terms and Conditions were prepared for Primal AOS Oy and take effect on 1 April 2026.

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END OF GENERAL TERMS AND CONDITIONS