



Service Level Agreement

Service Provider: VTT Technical Research Centre of Finland, PL 1000, 02044 VTT, Espoo, Finland (“Service Provider” or “VTT”)

Client: [Insert registered name, legal address or Business ID] (“Client”)

By signing this Service Level Agreement (“Agreement”), the Parties accept the terms and conditions of the Agreement. The agreement allows the Client to use the Forestry TEP services (“Services”) as provided and maintained by VTT in accordance with the provisions of this agreement.

Term of the agreement: The agreement is valid under the subscription period of the Services and 30 days after the end of the subscription period.

1. CONTENT OF THE SERVICES

1.1 Description of the services:

This Agreement covers the services within the Forestry TEP Platform Package, including Forestry TEP Processing Services, Forestry TEP Service Hosting, Forestry TEP Analytics Tools and Forestry TEP Development Environment.

1.2 Payments

Client shall be responsible to executing the payments in accordance to the current pricing and payment terms set out by the Service Provider in a clear and public manner. VTT reserves the right to change the pricing and content of the services according to the policies. Value added tax (VAT) as well as any taxes, duties or charges imposed by authorities outside of Finland shall, if applicable, be added to the fees.

2. SERVICE MANAGEMENT

2.1 Service Availability and Access

The Service is maintained on-line by the Service Provider and accessed by the client via a web based user interface and/or a technical Application Programming Interface (API). The Service Provider targets to maintain the Service available for the Client 99% of time on a monthly basis.

2.2 Helpdesk Service Requests

A helpdesk service request is made by the client via the email address support@f-tep.com or via the contact form on the F-TEP website.

The Service Provider targets to respond to the requests within 3 business days and optimally provide an automated initial response.

2.3 Client data and content management

As the part of the Services, the client may upload own data and content in connection to the use of the Services. The Service Provider shall make the client data retrievable at any time during the validity of this agreement.

2.4 Service maintenance and updates

The Service Provider shall aim to provide an advance notification to the client (via a website update) for:

- A. Planned maintenance breaks,
- B. Major changes to services, and
- C. Documentation of the services

in a clear manner at least 7 days prior to the event or change taking an effect.

3. INTELLECTUAL PROPERTY RIGHTS

This agreement shall have no effect to any ownership or licenses of intellectual property rights of any kind. Any and all intellectual property rights related to the services created or made available by the Service Provider shall be owned by the Service Provider.

4. LIABILITY

4.1 Limitation of liability

In no event shall VTT be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Services or otherwise under this Agreement, even if advised of the possibility of such damage. The liability of VTT is always limited to the amount of ten thousand (10.000) Euros.

VTT shall not be held liable with respect to any claim by a third party on account of, or arising from, the use or other exploitation of Services by the Client and/or the Client licensees, customers, distributors, partners, or the like.

4.2 No warranties

The Services are provided in accordance to this agreement and otherwise "AS IS" and the Service provider makes no representations or warranties of any kind with respect to the Services, any proprietary rights or any Clients products or services based on or otherwise using the Services, whether express or implied, including, but not limited to merchantability, fitness for a particular purpose and non-infringement of third party rights such as copyrights, trade secrets or any patent.

4.3 Indemnification

Client will indemnify, defend and hold VTT harmless against any and all liability, loss, damage, claim or expense arising out of or in connection with claims regarding product liability.

5. CONFIDENTIALITY

5.1 Confidentiality obligations

The Parties shall undertake to maintain confidentiality and not to disclose to any third party any information, data and material relating to the Services and shall not to use such information, data and material for any other purpose than for the use of the Services and the Licensee's and VTT's rights in accordance with this Agreement. The obligations on confidentiality shall be valid even after the expiration of this Agreement for a period of ten (10) years. Upon the termination of this Agreement the Licensee shall destroy all information relevant to the Services and all copies thereof.

5.2 Exceptions

Confidentiality obligations set forth in Section 5.1 above shall not apply to information, that: (i) is or becomes, through no fault of the receiving Party, public information; (ii) is already lawfully in the possession of the receiving Party without confidentiality obligations at the time of receipt, (iii) is independently developed by the receiving Party, or (iv) otherwise lawfully becomes available to the receiving Party under no obligation of confidentiality.

VTT has a right to mention the Project and the name of the Client as a reference.

6. TERM AND TERMINATION

6.1 Term

This Agreement and the license shall enter into force on the Effective Date and shall remain in force until terminated by either Party in accordance with this Agreement.

6.2 Termination

The Client may terminate this Agreement at any time by giving VTT a written notice to that effect at least six (6) months prior to the intended termination.

Either Party may terminate this Agreement with immediate effect in case the other Party materially breaches any of the terms of this Agreement, if such breach is not remedied within thirty (30) days of written notice from the other Party. For the avoidance of doubt, the failure to make timely payments shall be considered a material breach.

The termination does not have an effect on the Client's obligation to make payments that have accrued prior to the date when the termination takes effect.

7. MISCELLANEOUS

7.1 Entire Agreement; Modifications

This Agreement constitutes the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior understandings and agreements. No modification or amendment of this Agreement shall be valid or binding except if in writing signed by both Parties.

7.2 Notices

All notices and other writings required or permitted to be given by the terms of this Agreement shall be sent either by mail, email or telefax, properly addressed to VTT or Licensee at their following addresses:

VTT:

Name:

Address:

Phone

E-mail:

Client

Name:

Address:

Phone:

E-mail:

7.3 No transfer

Unless expressly set forth otherwise herein, this Agreement and no rights or duties hereunder may be assigned by either Party except with the express prior written consent of the other Party. All prohibited assignments shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Service Provider, Client and their successors and permitted assigns.

7.4 No Waiver

A waiver by either Party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any other breach or violation of this Agreement.

7.5 Governing law

This Agreement shall be subject to the laws of Finland, excluding its choice of law provisions.

7.6 Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement which cannot be solved amicably, shall be finally settled in arbitration under the rules of arbitration of the Finland central chamber of commerce by one or three arbitrators appointed in accordance with said rules. The language of arbitration shall be either Finnish or English as agreed between the Parties. The place of arbitration shall be Helsinki, Finland.

7.7 Counterparts

This Agreement has been drawn up in two (2) originals, one for each Party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

For and behalf of

For and behalf of

VTT

Client

Date:
Name:
Title:

Date:
Name:
Title: