

GENERAL TERMS AND CONDITIONS OF SALE – ESTONIA

I General terms and conditions

1. Scope of application and definitions

- 1.1. These terms and conditions apply to all service agreements made by Technopolis Plc. and companies belonging to the same group of companies with it.
- 1.2. In these terms and conditions, **Seller** refers to Technopolis Plc. or a company belonging to the same group of companies with it, **Customer** to the buyer of the Service specified in the Agreement, **Parties** to the aforementioned bodies collectively, **Agreement** to the sales agreement signed by the Parties with which these general terms and conditions of sale are associated and **Service** to the object of sale specified in the price appendix.

2. Entering into an Agreement and entry into force

- 2.1. The Agreement between the Seller and the Customer is executed and valid as of the date when both Parties have signed it.

3. General responsibilities of the parties

- 3.1. The Seller shall perform the services with professional skill, taking into account the agreed schedules and the Customer's other requirements.
- 3.2. The Customer is responsible for the tasks falling under the responsibility of the Customer being carried out as agreed, with due diligence and on time. The Customer shall provide the Seller with correct and sufficient information for performing the Services. The Customer is responsible for the information and instructions provided to the Seller.

II Special terms and conditions concerning services

4. Validity of the service, prices and terms of payment

- 4.1. Unless it concerns a one-off delivery, the Agreement remains valid until further notice, and it can be terminated to expire at the end of the next calendar month after giving notice unless the service specific service descriptions provide otherwise.
- 4.2. The prices charged for the Services are specified in a separate price appendix enclosed with the Agreement. Unless otherwise agreed, the prices specified in the Seller's price list in force at each time apply.
- 4.3. Indirect taxes and fees, such as value added tax, in force at each time for which the Seller is liable will be added to the prices.
- 4.4. The Seller has the right to adjust the prices of the services annually to correspond to the development of the prices of items included in them. The Seller will inform the Customer of any changes in writing a minimum of thirty (30) days prior to the adjustment taking effect. Adjustments have no effect on fees for services delivered prior to their entry into force.
- 4.5. Payments related to the Services will be invoiced in advance annually with the due date set as the third of the payment month. However, one-time services are invoiced in arrears monthly, in which case the term of payment is fourteen (14) days, unless otherwise agreed. In pursuance of invoicing the Seller can charge an invoicing fee, the amount of which is specified in price appendix.
- 4.6. The amount of interest for late payment is determined in compliance with the Interest Act.

5. Service quality and properties

- 5.1. The Service corresponds to what is agreed upon and specified in the service description with regard to contents and quality. As part of some of the Seller's services the Seller offers also environmentally friendlier options.
- 5.2. The Customer is liable to report any defects observed in the Service without delay; however, no later than one (1) week after the Service has been delivered.

6. Documents and rights

- 6.1. Any drawings, plans, and documents, and all associated rights, including intellectual property rights, required for the Service or emerging as a result of the Service that the Customer and the Seller transfer to each other before or after entering into the Agreement or develop as part of the Service remain the property of the transferor. The recipient may not use the obtained drawings, plans, documents or associated rights for any purposes other than those agreed upon in the Agreement or disclose information on them to third parties without the consent of the transferor. However, the Seller has the right to transfer the Customer's drawings, plans or documents to its subcontractors to the degree deemed necessary for the production of the Service. Each Party is responsible for the accuracy of the drawings, plans, and documents, and the information on which they are based, which are submitted by the Party in question.

7. Delivery time and delays

- 7.1. The production of the Service will begin at the time agreed upon by the Parties. Unless a specific commencement date has been agreed upon, the production of the Service will begin within a reasonable time following the entry into force of the Agreement or receipt of order, complying with the Seller's standard practice.
- 7.2. When the Seller discovers that the Seller is unable to comply with the agreed delivery time or such a delay seems probable, the Seller must inform the Customer of the reason for the delay and a new delivery time in writing and without delay.

III Certain other terms and conditions

8. Non-disclosure

- 8.1. The Parties undertake to keep in confidence any material and information received from one another that is either marked as confidential or that should be understood to be confidential, and to refrain from using it for any purpose other than that of fulfilling the Agreement between the Parties. However, publicly available information without a breach of confidentiality or information that one Party possessed before it was disclosed by the other Party, which the other Party has received from a third party without a breach of confidentiality or the party is obliged to disclose under a compelling act, decree, regulation issued by the authorities or decision of a court of law is not considered confidential information.
- 8.2. However, the Seller has the right to disclose information received from the Customer to its subcontractors insofar as is deemed necessary to meet the contractual obligations of the Seller. The Parties must immediately stop the use of confidential material and information received from the other Party and return or destroy such material with all copies at the request of the other Party when the lease expires or when the Party no longer needs the material and information for the purpose of fulfilling the Agreement. However, both Parties are entitled to keep copies required by law or regulations issued by the authorities.

- 8.3. The Agreement with its appendices is confidential, and it or its contents may not be disclosed or otherwise brought to the attention of a third party without the consent of the other Party. The Seller is, however, entitled to use as a reference general information on the fact that the Seller is offering the Customer services.
- 8.4. The rights and obligations related to items 8.1, 8.2, and 8.3 shall survive the termination of the Agreement.

9. Force majeure

- 9.1. A Force Majeure Event refers to such an exceptional and influential event that it prevents fulfilling the contract correctly; that has occurred after signing the contract; that is independent of the Parties; and that is something the Parties could not have considered when concluding the contract nor prevent it without undue additional costs or unreasonable waste of time. Such an occurrence may be, for example, war, rebellion, internal unrest, confiscation by an authority or seizure for the public good, bans on import and export, natural phenomena, termination of public transportation or energy supply, extensive labor dispute or fire or some other equally effective and exceptional reason which is independent of the Parties.
- 9.2. A delay on the part of a subcontractor is considered force majeure only if the subcontractor's delay is caused by an obstacle referred to in item 9.1.
- 9.3. If there is a delay in fulfilling the contractual obligations due to the reasons stated in items 9.1 and 9.2, the time for fulfilling the obligations will be continued for as long as is reasonable taking into account the circumstances affecting the matter.

10. Subcontracting and transferring the Agreement

- 10.1. The Seller has the right to use subcontractors without notifying the Customer.
- 10.2. The Customer may not transfer the Agreement without the written consent of the Seller. In the event the Seller consents to the transfer of the agreement, the Customer is responsible for ensuring that the transferee obeys the Customer obligations of this Agreement.
- 10.3. The Seller has the right to transfer the Agreement wholly or partially to a third party without the consent of the Customer.

11. Termination of the Agreement

- 11.1. A Party has the right to terminate the Agreement with immediate effect if the other Party (I) substantially breaches the terms and conditions of the Agreement and has not rectified the breach within thirty (30) days of receiving a written request from the other Party; or (II) is declared bankrupt or placed into liquidation.
- 11.2. The Seller has the right to terminate the Agreement with immediate effect or discontinue the service delivery for the duration of the delay if the Customer neglects to pay the contractual fees as agreed.
- 11.3. If a Party terminates the agreement pursuant to this section 11, the Seller is entitled to charge the payments accrued prior to termination of the agreement from the Party.

12. Liability

- 12.1. The Seller is not liable to the Customer for any indirect costs and/or damage or direct damage that cannot be reasonably foreseen. The Seller is not liable for items, parts or supplies owned by the Customer that the Customer has handed over to the Seller for storage or another purpose unless separately agreed in writing.
- 12.2. The liability of the Seller is limited to a three (3) month's charge exclusive of VAT for the service which the breach of Agreement concerns and, for one-off services, the one-time charge for the service.
- 12.3. The Customer is liable for all damage caused on the part of the Customer to third parties, including lessees and users of the building.
- 12.4. In addition, with regard to the Customer's liability, provisions in possible documents appended to this Agreement regarding the provision of the Service will also apply.

13. Applicable law

- 13.1. This Agreement is governed by Estonian Law.

14. Disputes

- 14.1. The Parties agree to resolve any disputes arising from the Agreement primarily through negotiations. If the matter cannot be resolved through negotiations within thirty (30) days of the commencement of the negotiations, the dispute will be finally settled by Harju County Court.

15. Other Terms and Conditions

- 15.1. The agreement between the Parties and its appendices constitute the entire agreement between the Parties, superseding any previous discussions and correspondence on the services between the Parties.
- 15.2. The agreement documents are complementary. If the provisions of the agreement documents are in conflict, the agreement documents will be applied in the following order: (I) this Service Agreement between the Customer and the Seller; (II) amendments to these general terms and conditions of sale; (III) other appendices to the Agreement between the Customer and the Seller in the following order: price appendix and service descriptions.
- 15.3. All notifications concerning the fulfillment of the Agreement will be made in writing, by e-mail, fax or a similar method using the contact details specified in the Agreement.
- 15.4. Amendments to the Agreement must be made in writing and become valid after both parties have signed them.