



Contractual terms of

WOOLMAN SUPREME SUPPORT

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Contractual terms of Woolman Support services

1 APPLICATION OF THE SERVICE CONTRACT

1.1 These contractual terms are applied to the support, technical development and consultation of the Shopify eCommerce platform for the corporate user (“the Client”) of the service provided by Woolman (“the Provider”). The Client gives assurance that it has read this offer and contractual terms (jointly, “the Contract”) and commits to observing them.

2 ENTRY INTO FORCE AND DURATION OF THE SERVICE CONTRACT

2.1 The contract enters into force when the client has confirmed the order. The Service Contract is valid until further notice.

3 PRICING

3.1 Invoicing for the chosen billing period will be invoiced in one instalment at the beginning of each new billing period. If the Client wishes to switch from one service package to another, the Client should contact customer service at support@woolman.io. If the Client switches to a service with a lower monthly price, the notice period stated in the contract is applied when the switch is made. The Provider does not return payments or grant credit for any non-usage of the Service.

3.2 Price for the additional work will be invoiced according to the currently valid price list. Additional development work or specialist(s) work will be invoiced monthly according to actual working hours at the end of each month.

4 CONTENT OF THE SERVICE CONTRACT

4.1 Client’s tasks, contact person and nomination of cooperation persons

- The Client is responsible for the tasks that are the responsibility of the client being done per contract and with care.
- The Client must give the provider, as per the contract, sufficient and correct information for the provision of specialist service. The client is responsible to the provider for the information and instructions it provides to it.
- The service is delivered to a specific company and is based on a valid service contract. The client nominates a responsible person who acts as primary contact person for Woolman.

- The client nominates a sufficient number of other people in its organization who are important for cooperation. The responsible person may make changes to the nominated persons by emailing Woolman at support@woolman.io. For clarity, service requests shall only be accepted from nominated persons.

4.2 Provider's tasks and commitments in the service contract

- Cooperation is begun in a kick-off meeting (circa 30 minutes) which is, as a rule, held by telephone or as a video conference. This meeting is used to review the Client's expectations and the Provider's service practices.
- The support service is contactable by email at support@woolman.io. The service is provided in English or Finnish. Response time for a support request is 8 hours (in weekday service hours, between 08:00 and 16:00 EET).
- The support service processes the Client's service request. Processing includes reading and classification the request. This service is included in the monthly fee.
- Requests to the support service are sorted into two categories: service request and incident.
- A service request is a request from a user for information, advice, a standard change, or access to a service that is related to a system that is the object of the support service, such as an online store, or use, configuration or the like of its properties (with the exception of an incident).
 1. When a service request is received, the Provider may for example evaluate, test, investigate, make technical planning or estimations, write instructions etc. and invoice working hours of these up to two (2) hours without separate approval from the Client.
 2. Incident is an unplanned interruption to or quality reduction of a service within agreement scope. An incident situation is one in which the Client's system cannot be used at all or partially due to the incident/s. We read, authenticate and analyse the client's description of the incident in accordance with the criticality caused by the incident. The criticality classes of incidents are prioritized as followed: 1. high: sales/purchases are completely hindered, 2. medium: sales/purchases are made difficult or individual clients' orders or order processing is interrupted, 3. low: cosmetic disturbance or problem with individual products or prices. Incidents in Shopify or other third-party themes or additional apps are primarily forwarded by the Provider to a third party for correct processing. For clarity, all communication with third parties will be invoiced separately. The support service may, within the confines of its operating power, have the incident repaired upon separate request of the client. We invoice for examination work of incidents in accordance with the

actual work performed, if the work is not subject to warranty.

- Work done by the Provider under the service contract is subject to a warranty. The warranty period is 6 months from the delivery date but no longer than this Service Contract is valid. For clarity, a missing functionality is not subject to warranty nor compatibility of functionality, for example with a new app installed after work performed by Woolman. The warranty does not extend to work, software or service done by a third party or Client, or to incident situations arising from them, or if it is found that incident was caused by a) usage in breach of contract or written instructions from the provider, b) a product other than that of the provider or c) a change or repair carried out by the Client or a third party.

Woolman contractual terms

1 DATA SECURITY AND BACKUP COPIES

1.1 A party and its subcontractors must ensure data security and backup copying by following arrangements agreed in writing by the parties and the legislation binding the party in question. In so far as the parties have not agreed upon data security and backup copies in writing, the terms of this Section 4. are applied.

1.2 A party must ensure that a part of the object of delivery and the party's own environment that is its responsibility per the contract, such as devices, communication network, service delivery premises and working premises that are the party's responsibility, are secured against data security risks per appropriate data security practices observed by the parties and that the processes related to protection and data backup are observed. Neither party is responsible for general communication network data security or disturbances possibly arising therein.

1.3 A party is obliged to notify the other party without undue delay about significant data security risks, data security breaches, or suspicions thereof, endangering the object of the delivery which it notices. A party must, for its part, immediately take measures to remove or mitigate the effect of a data security breach. A party is obliged to facilitate the investigation of data security breaches.

1.4 A party is responsible for backing up its own data and files as well as for checking their functionality.

2 INTELLECTUAL PROPERTY RIGHTS

2.1 Nothing in this contract will function to transfer any of either Party's pre-existing Intellectual Property rights to other party.

2.2 Unless otherwise agreed in writing, the Client and a company in the same group as the Client at the time pursuant to the Accounting Act is entitled to use documents created as a result of the specialist service and other results in its internal operations. Within the framework of the usage right, the Client has the right to copy freely and the right to use documents arising as a result of the specialist service and other results as a basis for further work, as well as the right to do or have done changes to them in other respects. The Client is not entitled to sell or in other ways disclose documents created as a result of the specialist service or other results to third parties in any way other than for the aforementioned purpose.

The contract does not affect rights to materials which the parties disclose to each other for the delivery of the specialist service.

2.3 Provider shall own all rights to Provider's applications.

3 APPLICATIONS DEVELOPED BY PROVIDER

3.1 Provider is active in applications development. When an application is in development phase, it may be in test use by Client and it may be further developed, either free of charge or for charge. Client will be informed when charges are applied. Applications may be distributed by Provider or through a third party appstore, however not necessarily limited to previous. When an application is in a third party appstore, terms, service descriptions and prices will be on display in appstore. If Contract contains entries on applications, the provisions of the Contract shall, in first instance, be applied.

4 NON-DISCLOSURE

4.1 A party commits to keeping materials and information received from the other party which are marked as confidential, or which are to be understood as such, as confidential, as well as not to use them for purposes other than those pursuant to the contract. However, the non-disclosure obligation does not extend to materials or information (a) which is generally available or public in another way, (b) which the receiving party has received from a third party without a non-disclosure obligation, (c) which was at the disposal of the receiving party without an applicable non-disclosure obligation before receiving them from the other party, (d) which the receiving party has independently developed without use of materials or information received from the other party, or (e) which the receiving party is obligated to disclose pursuant to law or an order from an authority.

5 PERSONAL DATA PROCESSING

5.1 Roles and data processing

5.1.1 The Provider acts, in the cooperation, as a data processor pursuant to the EU General Data Protection Regulation (679/2016, GDPR) and the Client as the data controller.

5.1.2 Any personal data processing occurs by order of the Client and on the Client's behalf. The Provider must take the appropriate technical and organizational measures to tackle and prevent the unauthorized and illegal processing of personal data as well as to tackle the unintended loss, modification, destruction or damage to personal data.

5.1.3 The Provider must ensure that persons processing personal data have committed to a non-disclosure obligation or that they are covered by appropriate statutory non-disclosure

obligation and that personal data are only processed in conjunction with work tasks for the necessary usage purposes.

5.1.4 The Client is entitled to give the Provider binding written instructions on the processing of personal data, and the Provider commits to following them. The Provider shall immediately notify the Client if the Provider thinks that the Client's instructions break data protection legislation.

5.1.5 The Client must, as data controller, take the necessary measures to ensure that the processing of data being transferred to the Provider is, as far as the Client is concerned, in accordance with data protection legislation.

5.1.6 The Provider shall inform the Client, without undue delay and in writing, of all data protection breaches concerning personal data, and of other events on the basis of which the data security of personal data processed on behalf of the client has been compromised, or when the Provider has reason to believe that data security may have been compromised. Upon request of the Client, the Provider must offer the Client all appropriate information on the data security breach. The Provider must also inform the Client of actions taken on the basis of a data security breach.

5.1.7 The Provider must, without delay, upon receipt of a request from the Client, offer the Client all information which the Client may need to honour data subjects' rights, including the rights of access, or to fulfil data protection requirements or instructions. The Provider shall without delay inform the Client of all requirements or inquiries from data subjects, the data protection ombudsman or other authorities. The Provider is entitled to charge for these tasks in accordance with the parties' contract, or, if the price has not been agreed, in accordance with the Provider's general price list.

5.2 Audits

5.2.1 The Client or Client's authorized auditor is entitled to inspect the Provider's fulfilment of its personal data processing obligations to assess the Provider's and its subcontractors' fulfilment of the obligations of these specialized conditions and of its contractual personal data processing obligations. Each party is responsible, for its own part, for costs arising from inspections.

5.3 Location of personal data

5.3.1 The Provider is entitled, for the provision of the service, to transfer data freely within the European Union and European Economic Area. Unless otherwise agreed in writing, the Provider is also entitled to transfer personal data outside the European Union or European

Economic Area in accordance with data protection legislation. The Client is entitled at any time to receive from the Provider information on the location of processing of personal data.

5.3.2 If personal data are processed outside the European Union or European Economic Area, each party ensures, for its part, compliance with data protection legislation with regard to personal data.

5.4 Use of third parties in processing personal data

5.4.1 Unless otherwise agreed in writing, the Provider is entitled to use another data processor as its subcontractor when processing personal data. The Processor shall inform the Client in writing, on the basis of a written request from the Client, of the subcontractors it uses.

5.5 Deletion and return of personal data

5.5.1 During the validity of the contract, the provider may not delete personal data it processes on the Client's behalf without the Client's explicit request.

5.5.2 When the Contract ends, the Provider shall, in accordance with the Client's choice, remove all personal data processed on the Client's behalf or return them to the Client, as well as delete all copies thereof, unless legislation requires the Provider to retain the personal data. If the Client does not request the deletion or return of personal data processed on its behalf, the Provider shall retain personal data processed on behalf of the Client for six (6) months after the end of the contract, after which the Provider must remove all copies thereof, unless legislation requires the Provider to retain the personal data.

6 PRICING

6.1 Unless a price is agreed in a contract or otherwise for a product or service, the price for the product or service in question as per the Provider's current price list is applied.

6.2 The Provider is entitled to change the recurring price for a product or service by notifying the Client about the change or basis for the change in writing no later than 60 days before the change enters into force. In such a case the Client is entitled to terminate the contract for the product or service in question with an end date of the date of entry of the change into force by giving written notice of this no later than 30 days before the change enters into force. In such a case, the Client is entitled at the same time to terminate the contract in question for such products or services as the Client may not, to a substantial extent, gainfully use due to the aforementioned termination. The price change has no effect on payments for billing periods before it comes into effect.

6.3 Prices include public payments set by the authorities in force on the day of signature of the contract, with the exception of value-added tax (VAT). VAT is added to prices in accordance with regulations in force at the time. If the size or basis of the public payments set by the authorities changes because of a change to regulations or taxation practices, prices shall change accordingly.

6.4 The Provider is entitled to invoice separately for usual and reasonable travel and accommodation expenses, and per diems. In addition, the Provider is entitled to invoice separately for half of the agreed hourly rate when completing a journey required by the service of over 60 km in both directions. If the return journey is no more than 60 km, travel time is not invoiced. Other travel arrangements are agreed separately.

6.5 The Provider is entitled to invoice separately for work unrelated to the object of the service provision in accordance with agreed invoicing bases. The Provider is also entitled to invoice for additional charges in accordance with agreed invoicing bases for such work, if the Client orders in writing the completion of the work outside normal working hours.

6.6 The Provider is entitled to invoice the Client separately for incorrect information it has supplied or for other additional costs arising from the Client in accordance with agreed invoicing bases.

7 PAYMENT TERMS

7.1 The Provider is entitled to invoice for products once they have been delivered and for services once they have been performed. However, the Provider is entitled to invoice for recurring charges or other charges in instalments per invoicing instalments agreed in writing beforehand or, if the invoicing instalments are not agreed in writing, monthly in advance. If the parties have agreed on an approval process for delivery or a part thereof, the Provider shall, however, invoice for time-based payments monthly in arrears and for other delivery-based payments after delivery or part thereof after approval. The payment term is 10 days net from the delivery date or invoicing date, whichever is the later.

8 COMPENSATION OBLIGATION AND LIABILITY LIMITATIONS

8.1 A party's contractual damage compensation obligation to the other party is, excepting possible delay, service level or other contractual fines or credits, no more than 20% of the total VAT-free price of the object of the delivery. If the object of the delivery is a product or service that is totally fixed-term or invoiced with recurring payments with validity until further notice, the damage compensation obligation is, however, excepting possible delay, service level or other contractual fines or credits, no more than 6 times the total VAT-free monthly fee of the said product or service at the moment of the breach. If a party is obligated to pay delay, service level or other contractual fines or credits, the party is additionally obligated to

pay compensation obligation only to the extent that the amount of damage exceeds the delay, service level or other contractual fines or credits.

8.2 A party is not responsible for indirect damage nor the destruction, loss or changes to the other party's data or files, or for damage and costs arising from this, such as costs for recreating files.

8.3 Liability limitations do not apply to damage caused a) by the illegal or non-contractual disclosure, copying or usage of the object of the delivery, b) through wilful or gross negligence.

9 APPLICABILITY OF TERMS

9.1 If any of the circumstances included in these terms is deemed inapplicable through a legal decision, that shall have no effect on these terms as a whole. The term deemed inapplicable shall be replaced with a term more appropriate for the meaning of the term by the Provider.

10 HIRING LIMITATION

10.1 A party may not hire a current or former employee of the other party, who performs or has performed crucial tasks related to the Contract or Service, nor may it conclude another contract or otherwise agree upon arrangements which intend to acquire said person's working contribution, before 6 months have passed since the end of the said specialist service or employment, whichever is earlier. If a party breaches the hiring limitation mentioned in this section, the party shall be obligated to pay the other party, as a contractual fine, a sum equal to the said person's 6 months' taxable gross salary.

10.2 However, the hiring limitation shall not be applied if the said person's employment ended because of a reason due to the employer and if the person was hired because the said person took the initiative by responding to a public advertisement about a position.

11 RIGHT TO USE AS REFERENCE

11.1 The Client approves the fact that signing the Service Contract entitles the Provider to use the Client and its cooperation with it as a reference case.

12 TERMINATION OF THE SERVICE CONTRACT

12.1 The notice period for terminating a contract valid until further notice is one (1) calendar month. The notice period is calculated from the end of the month during which notice has been given. The Client may use the Service normally during the notice period. A normal monthly fee is charged during the notice period. Prepaid service fees will not be returned in case of termination.

12.2 The Client must give written notice of termination of the contract to support@woolman.io.

13 SHOPIFY

13.1 For clarity, let it be stated that the parties to the contract are each, upon signature of the contract, in an independent contractual relationship with the owner of the Shopify eCommerce platform (Shopify Inc.). The contracts, obligations and terms related to the Shopify eCommerce platform indirectly form a part of this Service Contract, and the parties recognize that they are mutually linked in accordance with the Shopify contractual terms. The most significant documents for cooperation are listed below, but the list is not necessarily exhaustive. An up-to-date Shopify framework contract may be found at <https://www.shopify.com/legal>.