

Basware Commerce Network

ACCESS AGREEMENT

These terms and conditions and any policies expressly incorporated by reference in these terms and conditions (together the "**Agreement**") govern your access to and use of the Basware Commerce Network.

For the avoidance of doubt, the Basware Commerce Network simply provides a tool for Buyers and Suppliers to conduct electronic procurement transactions with each other. Neither Basware nor the Basware Commerce Network provide any terms and conditions for Contracts which means that Buyers and Suppliers must separately agree any specific terms for Contracts between them ("Contracts").

In this Agreement the terms "**we**", "**us**", "**our**" and "**Basware**" mean Basware Holdings Limited of 90 Fetter Lane, London, EC4A 1EQ and the terms "**you**", "**your**" or "**Buyer**" means the legal entity which has registered on the Basware Commerce Network using the online registration process. The term "**party**" may refer to either you or us and the term "**parties**" means both us and you.

In this Agreement the following terms shall have the following meanings:

"**Account**" means a password-protected personalised login to the Basware Commerce Network;

"**Buyer Data**" means any data loaded or entered on the Basware Commerce Network or made accessible from the Basware Commerce Network by or on behalf of the Buyer;

"**Confidential Information**" means all information (whether written or otherwise and no matter in what form or medium held) concerning the business and affairs of either party which is not in the public domain and which is obtained or received by a party in connection with this Agreement or a party's use of the Basware Commerce Network;

"**Effective Date**" means the date that you registered and accepted this Agreement;

"**Fees**" means the sums payable by the Buyer for its Use. The Buyer will be charged Fees in accordance with Clause 16. The invoices for the Fees will be payable within 10 days of the date of invoice;

"**Fees Commencement Date**" means the date 30 days after the Effective Date;

"**Intellectual Property Rights**" means patents, trade marks, service marks, design rights, copyright, database rights, know how, trade and business names, domain names and other similar rights and obligations which may subsist in any part of the world (whether or not capable of registration), and registrations and applications for registrations of any of these rights and obligations;

"**Management Information**" means reports and analyses which relate to Transaction Data processed through the Basware Commerce Network (but which does not identify any individual Transaction Data or any personal data for the purposes of the Data Protection Act 1998), that the Service Provider may use for its own purposes or make available to 3rd Parties in order to show spending trends or other information;

"**Basware Commerce Network**" means the internet portal provided by Basware for Buyers and Suppliers to conduct electronic transactions with each other;

"**Basware Commerce Network Software**" means the software (together with any upgrades, enhancements, developments or modifications to the software) provided or made available by or on

behalf of Basware to the Buyer in connection with the Buyer's use of the Basware Commerce Network;

"Products" means any goods or services which a Supplier offers or provides to Buyers on the Basware Commerce Network;

"Supplier" means any entity registered to offer Products on the Basware Commerce Network;

"Transaction Data" means all data generated by the Basware Commerce Network in relation to the sale and purchase of Products;

"Use" means the access to and use of the Basware Commerce Network granted by Basware to the Buyer pursuant to this Agreement;

"Value-Of-Transactions" means the sum of the values of all line items on all Purchase Orders, Invoices and Requests-for-Quotation and Quotations transmitted to or received from a supplier via the system. The value of the line items used for this calculation will exclude VAT.

In this Agreement: (a) headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of a clause or this Agreement; and (b) the singular includes the plural and vice versa. If there is any conflict between these terms and conditions and any of the policies incorporated into this Agreement then these terms and conditions shall prevail.

1. Access to the Basware Commerce Network

- 1.1. Your Use will be strictly limited to use by the individual(s) who has(have) registered for an Account to use the Basware Commerce Network on your behalf. Each individual user will need to register separately. You will be liable for the acts or omissions of such individuals so it is your responsibility to ensure that they comply with the terms of this Agreement. In consideration for your Use of the Basware Commerce Network you agree to pay to Basware the Fees.
- 1.2. Whilst we endeavour to make the Basware Commerce Network available during usual business hours in the United Kingdom, we do not guarantee that your Use of the Basware Commerce Network will be uninterrupted or error-free.
- 1.3. You acknowledge that your Use of the Basware Commerce Network may occasionally be restricted to allow for repairs, maintenance, or the introduction of new facilities or services. Following any repairs, maintenance or modification we will attempt to restore the Basware Commerce Network as soon as we reasonably can.

2. Buyer Information and Content

- 2.1. You confirm that your entry into this Agreement and your Use of the Basware Commerce Network is not and shall not be in breach of any laws or agreements between you and others and that you have all the consents and licences that you require in order to provide information and Buyer Data to us and to use the Basware Commerce Network. You confirm that the individual that carried out the online registration process was authorised to do so.
- 2.2. You shall abide by the Acceptable Use Policy at all times. In addition to the general terms set out in the Acceptable Use Policy, You shall only use the Basware Commerce Network to carry out transactions and you shall not use the Basware Commerce Network to transmit, distribute or store material that may expose Basware, other Buyers or Suppliers to any liability.
- 2.3. You confirm that you are responsible for entering your Buyer Data onto the Basware Commerce Network and for checking that such is correct. You acknowledge that we do not

accept any responsibility for any incorrect or missing information on or available via the Basware Commerce Network.

3. Usage and Data Privacy

- 3.1. Your access permits you to log-in, view and use the information on the Basware Commerce Network for the sole purpose of purchasing Products from Suppliers by transacting with the Suppliers via the Basware Commerce Network. You shall not use such information for any purpose other than the purchase of Products from Suppliers via the Basware Commerce Network. You acknowledge that all such information is the confidential information of Basware and protected pursuant to clause 7 below.
- 3.2. To the extent you require us to process any information relating to an identified or identifiable natural person on your behalf, in connection with and for the purpose of your Use of the Basware Commerce Network ("Personal Data"), you and we shall comply with the present data privacy clause. Personal Data mainly includes, as determined and controlled by you, without being exhaustive, business contact data such as name, title, business (email/physical) address and telephone number of your and your trading partners' individual representatives in the Buyer Data that is processed through the Basware Commerce Network. You shall be the sole data controller for the Personal Data pursuant to the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "Regulation") and/or any applicable national data privacy law.
- 3.3. Your instructions are exhaustively set out in the Agreement and the description of the Basware Commerce Network. We are the data processor pursuant to the Regulation and shall, and ensure that our related employees shall, process the Personal Data exclusively on your behalf, as is necessary for us to perform our obligations under the Agreement and in accordance with your instructions, unless as far as required by applicable law.
- 3.4. To respond to requests from individuals exercising their rights as foreseen in applicable data privacy law, you shall first use the corresponding functions of the Basware Commerce Network. Where this is not possible through your Use, we shall provide you with commercially reasonable assistance, taking into account the nature of the processing. We shall further provide you with commercially reasonable assistance in ensuring compliance with your obligations to perform security and data protection assessments, personal data breach notifications and prior consultations of the competent supervisory authority, as set out in the applicable data privacy law, taking into account the nature of the processing and the information available to us. You shall pay additional reasonable remuneration to us for handling such assistance requests.
- 3.5. Our employees, authorized to process Personal Data, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.6. We implement and maintain the appropriate technical and organizational security measures to protect Personal Data within our area of responsibility.
- 3.7. On your request, we shall make available to you all information reasonably necessary to demonstrate our compliance with our data privacy obligations laid down in the present data privacy clause and reasonably allow for and contribute to your audits. Audits shall be announced in writing two weeks in advance, must be carried out during normal business hours and without causing significant disturbances to our business operations. We shall invoice our related effort and cost to you.
- 3.8. You grant us your general authorization to allow us to involve subprocessors to process Personal Data in connection with the Basware Commerce Network. We ensure that our subprocessors are under a data processing agreement with us and comply with data processing obligations similar to the ones which apply to us under the present data privacy

clause. Upon request, we shall inform you of our currently involved substantial subprocessors. In case of later change of these subprocessors, we shall notify you of such change. In case the processing is subject to any EU data privacy law and you demonstrate that such new subprocessor has breached any applicable data privacy law and therefore not be able to support the involvement of that new subprocessor, we shall undertake commercially reasonable efforts to remedy this situation. Should this not be remedied and we continue to involve the related new subprocessor for your Use of the Basware Commerce Network, you will be entitled to terminate the related part(s) of the Agreement for which the new subprocessor is involved, subject to three (3) months' prior notice, without any compensation or exit penalty being due by us.

- 3.8. You accept that we may have Personal Data processed and accessible by our subprocessors outside your country of domicile. In case the processing is subject to any EU data privacy law and Personal Data is transferred from the European Economic Area (EEA) to a subprocessor for processing in any country outside the EEA that is not recognized by the EU Commission as providing an adequate level of protection for personal data, we provide for appropriate safeguards. More particularly, an unchanged version of the "Standard Contractual Clauses (processors)", approved/adopted by EU Commission Decision C(2010)593, is considered to be incorporated into the Agreement by the present reference, whereby you act as data exporter and our related subprocessors Basware India Private Limited, Basware Inc. and Basware Pty Ltd. act as data importers. These data importers process your Personal Data mainly for infrastructure support and customer care services. Moreover, we and our affiliated companies are also party to our intra-group data transfer agreement, containing the EU Article 29 Working Party ad hoc model clauses "EU data processor to non-EU sub-processor". You are responsible for obtaining consents of the related individuals to the extent necessary for the transfer.
- 3.9. Within a reasonable time after expiry of the provision of your Use of the Basware Commerce Network, we shall permanently delete your Personal Data from our storage media, except to the extent that we are under a statutory obligation to continue storing such Personal Data.
- 3.4. Where you obtain any Supplier's information through the Basware Commerce Network or through a Basware Commerce Network-related communication, you will only use this information for: (a) Basware Commerce Network related communications that are not unsolicited commercial messages, and (b) any other purpose that the Supplier concerned expressly agrees to after adequate notification by you of the purpose(s) concerned. In all cases you must provide Suppliers with the opportunity to remove themselves from your database. In addition, under no circumstances, except as expressly permitted by this clause, will you disclose, to any third party, any personally identifiable information about a Supplier or its staff without our consent and the consent of the Supplier concerned. You will provide us and the Supplier concerned with adequate information relating to the reasons for the intended disclosure before you request us or the Supplier for such consent.
- 3.5. You may not reveal your Account password(s) to anyone else, nor may you use anyone else's password. We are not responsible for losses incurred by you including, without limitation, the use of your Account by any person other than you, arising as the result of misuse of passwords. You will ensure that all persons who Use the Basware Commerce Network through your Account are aware of this Agreement and shall comply with it including any third parties, suppliers and contractors.
- 3.6. The Buyer acknowledges that the Basware Commerce Network can generate Management Information reports illustrating the total value and volume of Buyers' spending for different categories of goods and/or services using the Basware Commerce Network, based on data created by Buyer's Transaction Data, and that these reports are important to the future development of the Basware Commerce Network and to procurement improvement in the Buyer's sector.

- 3.7. To the extent that such Management Information reports relate to the Buyer, the Buyer grants Basware a perpetual, irrevocable, royalty free, non-exclusive, world-wide and transferable licence (with the right to sub-licence) to use such Management Information reports and any data contained therein for any purpose relating to the Basware Commerce Network and hereby consents to Basware supplying the Management Information reports to third parties provided that no individual Transaction Data or personal data (as defined in the Data Protection Act 1998) is disclosed to the third party in the process.

4. Intellectual Property Rights

- 4.1. The Supplier acknowledges that all Intellectual Property Rights in the Basware Commerce Network, Basware Commerce Network Software and any information and content available or generated thereon (save for Buyer Data) are owned by Basware and its licensors and that the Buyer shall have no right, title or interest in them except as expressly granted in this Agreement.
- 4.2. Basware acknowledges that all Intellectual Property Rights in the Buyer Data are owned by the Buyer or its licensors and Basware shall have no right, title or interest in them except as expressly granted in this Agreement.
- 4.3. Basware grants the Buyer a non-exclusive, royalty-free licence to use the Basware Commerce Network and the Basware Commerce Network Software for the sole purpose of concluding Contracts via the Basware Commerce Network and for purposes which are reasonably incidental to this.
- 4.4. The Buyer grants to Basware a non-exclusive, royalty-free licence to use the Buyer Data for the operation, management and administration of the Basware Commerce Network and for the purposes of collecting and using Management Information pursuant to clauses 3.6 and 3.7. For other purposes which are reasonably incidental to this, such as marketing and training in connection with the Basware Commerce Network and Transactions, Basware shall only be entitled to use Buyer Data to the extent that it is not reasonably commercially sensitive and does not concern any personal data.
- 4.5. Except as expressly provided in this Agreement or otherwise with the express written consent of Basware, the Buyer is not permitted to copy, transfer, modify, decompile or create derivative works from the Basware Commerce Network or the Basware Commerce Network Software for any purpose whatsoever except where and to the extent that this is required to be permitted by law.

5. Liability

To the fullest extent permitted by law, Basware's total liability whether in contract, tort (including without limitation negligence) or otherwise: (a) in respect of any Transaction, shall be limited to the Fees paid (or calculated on a pro rata basis, where more appropriate) in respect of the relevant Transaction; and (b) under this Agreement, shall be limited to the Fees paid to Basware.

6. Indemnification

- 6.1. The Buyer shall defend, indemnify, hold harmless and keep indemnified Basware and its officers, servants, agents, group companies, assignees and customers (including Suppliers) against any losses, actions, claims, administrative fines, proceedings, costs and expenses resulting from or arising out of or in connection with any breach of your obligations in this Agreement or arising from any Buyer Data that you provide to us.

- 6.2. The indemnity in clause 6.1 shall not apply to the extent that a loss, claim, proceeding, cost or expense is caused by Basware's negligence, deliberate misconduct or breach of this Agreement.

7. Confidentiality

- 7.1. Neither party will disclose any Confidential Information of the other party to any third party or use any Confidential Information for any other purpose other than in connection with the subject-matter of this Agreement.
- 7.2. The prohibition referred to in clause 7.1 above will not apply where disclosure of the confidential information is:
- (a) required by a court or by law or by a regulatory authority;
 - (b) reasonably required by the parties' professional advisors, employees or sub-contractors;
 - (c) reasonably required by a company within the same group (and for the purpose of this sub-clause, a company in the same group is one that has the same owner or is directly or indirectly controlled by either party or directly or indirectly controls either party); or
 - (d) consented to in writing by the other party.
- 7.3. Where a party discloses the other party's Confidential Information under clauses 7.1, 7.2(b) or 7.2(c) the disclosing party shall use reasonable endeavours to ensure the recipients of such Confidential Information shall comply with this clause 7 as if they were parties to it.

8. Remedies and Disputes

- 8.1 Without limiting our other remedies if:
- (a) you breach this Agreement;
 - (b) we are unable to verify or authenticate any information you provide to us;
 - (c) we believe your actions may cause financial loss or legal liability to us or any Suppliers;
 - (d) you act or have acted in an illegal manner or use the Basware Commerce Network to engage in the trade of illegal goods;
 - (e) in our reasonable opinion, your use of the Basware Commerce Network may have a detrimental impact on the security, reputation or function of the Basware Commerce Network,
- then we may (at our sole discretion): (A) update inaccurate or incorrect information or Buyer Data that you provide to us; (B) contact you by means other than electronically; (C) immediately warn our community of your actions; and/or (D) indefinitely suspend or terminate your right to use the Basware Commerce Network in whole or in part.

9. Term and Termination

- 9.1. This Agreement shall commence on the Effective Date and shall remain in force until terminated in accordance with its terms.
- 9.2. Either party may terminate the Agreement immediately by written notice if the other party commits an act of bankruptcy or goes into liquidation or is put into liquidation (other than for a

proper commercial purpose and whilst solvent) or a receiver is appointed or an administration order is made in respect of it.

- 9.3. Either party may terminate the Agreement immediately by written notice if the other party commits a material breach of this Agreement and has failed to remedy the breach within 30 days of receipt of a written notice from the other party identifying that the breach has occurred.
- 9.4. Without affecting our rights to terminate this Agreement, we may suspend or terminate your access to the Basware Commerce Network if you are, or we have reasonable grounds to suspect that you are, in breach of your obligations under this Agreement or that any such event is likely to happen. Any such suspension may be effected without notice to you.
- 9.5. Either party may terminate this Agreement by providing at least 90 days written notice to Basware, such notice to expire on the then-next anniversary of the Effective Date
- 9.6. The Buyer shall only be entitled to a refund of Fees as a result of termination by Basware pursuant to clause 9.5. In this case Fees shall be refunded on a pro rata basis.

10. Consequences of Termination

- 10.1. Upon termination, the Buyer shall cease to have any rights in respect of the Basware Commerce Network, the Basware Commerce Network Software or any content on them (except the Buyer Data).
- 10.2. Each Party's further rights and obligations shall cease immediately on termination of this Agreement except that clauses 2, 3, 4, 5, 6, 7, 10, and 13 together with those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect.
- 10.3. Termination shall not affect any accrued rights or liabilities arising out of the Agreement.

11. Publicity

- 11.1. You may notify relevant suppliers that you are registered on the Basware Commerce Network and of your ability to trade with them via the Basware Commerce Network.
- 11.2. You grant to us a non-exclusive royalty-free non-transferable licence to display your non-commercially sensitive information in demonstrations, training, and promotional materials for the Basware Commerce Network. This licence applies to electronic and hardcopy formats.

12. Variations

- 12.1. We may change these terms and conditions by either e-mailing you or posting any changes on the Basware Commerce Network. Any such revised terms shall come into force 14 days from the date on which they are posted. You are therefore advised to check your e-mails and the Basware Commerce Network regularly.
- 12.2. Any use by or on your behalf of the Basware Commerce Network following the expiry of the 14-day notification period under clause 12.1 shall be subject to the Agreement as amended and you shall be deemed to have accepted such amendments.

13. Notices

- 13.1. We may give notices to you by posting them on the Basware Commerce Network or sending them by email or post. Notices shall be deemed served as follows:

Notice by email - upon sending to the e-mail address as registered on the Basware Commerce Network (where notices shall be deemed served as soon as they are received by your IT system).

Notice by posting on the Basware Commerce Network - on the first working day following its posting on the website.

Notice by post - will be deemed received on the second working day following posting to your current postal address as registered on the Basware Commerce Network.

- 13.2. You may give notices to us by post to our registered office address as shown at the beginning of this Agreement. All such notices shall be deemed served on delivery.

14. Third Party Rights

- 14.1. The Contracts (Rights of Third Parties) Act 1999 shall apply to any provisions of this Agreement which benefit or grant rights to Suppliers or Basware's affiliate companies (collectively the "**Referenced Third Parties**"). Such provisions shall be enforceable by the relevant third party as though it were party to this Agreement.
- 14.2. Basware and the Buyer shall be entitled to vary this Agreement and/or terminate this Agreement in accordance with its terms without the consent of the Referenced Third Parties.
- 14.3. Except to the extent stated expressly to the contrary by this Agreement, nothing in this Agreement creates any rights for any other entities for the purposes of the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") and no third party shall otherwise have any rights under this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from the Act.

15. General

- 15.1. This Agreement is the entire agreement between the parties and supersedes any prior agreements, commitments, understandings or communications, oral or written, with respect to the subject matter of this Agreement.
- 15.2. You may not assign, sub-contract, transfer, novate or otherwise dispose of any rights or delegate any obligations under this Agreement without the prior written consent of Basware, such consent not to be unreasonably withheld.
- 15.3. We may assign, sub-contract, sub-license, transfer, novate or otherwise dispose of any of our rights or delegate any of our obligations under this Agreement.
- 15.4. Neither party will be liable for any failure to perform their obligations, or delay in the performance of their obligations, if the failure or delay is due to causes outside their reasonable control.
- 15.5. No failure, delay or indulgence by either party in exercising any power or right under the Agreement shall operate as a waiver of that power or right or operate so as to bar the enforcement of any such power or right.
- 15.6. If any provision of the Agreement is held to be invalid, illegal or unenforceable that part shall be severed and the remaining provisions shall continue to be valid and enforceable as if the Agreement had been executed with the invalid provision omitted.

15.7. The Agreement shall be governed by and construed in accordance with the laws of England. Any dispute arising out of or in connection with the Agreement will be subject to the exclusive jurisdiction of the English Courts.

16. Fees

The Fees payable are defined in a separate agreement between the parties.