



Effective June 12th 2024

SSH Secure Collaboration 2024 General Terms and Conditions

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration 2024 General Terms and Conditions together with SSH Secure Collaboration 2024 License and Service Terms, including Element Software Flow Down Terms as Annex 1, attached hereto (“Agreement”) shall be applied to all software provided to the Customer as well as to related support and maintenance services and other expert services unless otherwise agreed upon in writing.

1.2 In these Terms and Conditions SSH Secure Collaboration Oy shall be referred to as “SSH” and the other party to the Agreement as “Customer”. The term “Software” shall refer to the software and applications set out in the Agreement or order.

2. CONCLUSION OF THE AGREEMENT

2.1 The Customer and SSH shall be considered to have concluded an Agreement when a) the Parties have signed a written separate delivery agreement; or b) the Customer has notified SSH in writing that it accepts the binding offer by sending a purchase order (“Order”) or otherwise; or c) SSH has provided the Customer with a written order confirmation that the Customer has not disputed before the deadline.

2.2 All amendments to the Agreement shall be made in writing.

3. PRICES AND PAYMENT TERMS

3.1 The Parties shall agree upon the periodic fee and it shall remain in force for the duration of the fixed agreement term set out in the Agreement unless the Parties agree otherwise. In the event that, after the aforementioned fixed term has ended, the Agreement continues in force for the time being, SSH shall be entitled to amend its price list once a calendar year by informing the Customer thereof in writing three (3) months before any price increases enter into force. If the Customer does not approve of the said price increase and the Parties cannot come to an agreement on the prices through negotiations, the Customer shall be entitled to terminate the Agreement to end on the date when the intended price increase would have come into force.

3.2 Other prices shall be as set out in the price list provided by SSH to the Customer unless otherwise agreed upon in the Agreement. SSH shall be entitled to amend its price list by informing the Customer thereof in writing three (3) months before any price increases come into force.

3.3 The valid value added tax shall be added to all prices. The payment term shall be fourteen (14) days net unless otherwise agreed upon in the Agreement. The penalty for late payment shall be as set out in the Finnish Interest Act.

3.4. During the term of this Agreement, the prices for Support Services or Subscriptions may increase or decrease by the higher of (i): five percent (5 %) for each twelve (12) month period; or (ii) the percentage rate of increase in the Finnish Customer Price Index published by the Finnish Central Bureau of Statistics. However, the price increase cannot raise the support prices to exceed the corresponding prices of then current published pricelist.

4. LIMITATION OF LIABILITY

4.1 SSH shall not be liable under any circumstances for any indirect damages, including e.g. damages incurred due to the inability to use the Software or the services, or for any indirect damages resulting from other activities relating to the Agreement (including e.g. damages and costs incurred for decreases in or losses of profits or business or for the destruction of or damage to data or computer software) regardless of whether the said Party was aware of the possibility of such damages.

4.2 The total liability of SSH vis-à-vis the injured Party for losses or damages incurred under the Agreement due to its terms and conditions or the non-fulfilment thereof may not exceed the amount of periodic fees paid during the one year period preceding the damaging event.

4.3 SSH shall not be liable to the other Party for any damages or costs for which the injured Party has not presented a claim to the liable Party within one (1) year of the occurrence of the cause of the claim. The cause of the claim referred to in this section shall be deemed to have materialised when the Party became aware of or should have become aware of the said cause.

5. CONFIDENTIALITY

5.1 The Software and know-how related to it or to the services constitute confidential information of SSH. The Customer undertakes to maintain all confidential information in strict confidence, not to disclose it to any third party and not to use it for any purpose other than those set out in the Agreement. This confidentiality obligation shall remain in force even after the Customer’s licence has terminated.

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5.2 After the termination of the licence, the Customer undertakes to stop using the Software and to remove it from its system and to promptly return or destroy any confidential information it has received in accordance with instructions provided by SSH.

5.3 The Customer may not allow the removal or destruction of markings concerning confidentiality or title incorporated into the Software.

6. FORCE MAJEURE

6.1 Neither Party shall be liable for the non-fulfilment of its obligations set out in these General Terms and Conditions if and to the extent that the non-fulfilment of the said obligations is impossible or unreasonable due to such events that a Party cannot have foreseen or that are beyond the control of the Party in question. Events constituting a force majeure include e.g. general and other strikes, lock-outs and other labour actions, interruptions of energy supply, transportation possibilities or data communications, natural disasters, pandemics, exceptional weather conditions, fire, water damages, or restrictions set by governmental authorities, or other legal restrictions.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its conflict-of-laws rules.

7.2 Any disputes arising from the Agreement or its appendices shall be finally resolved in arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce by one (1) arbitrator. The place of arbitration shall be Helsinki, Finland and the language of the proceedings shall be Finnish. The arbitration proceedings shall be kept confidential and the confidentiality clauses set out in the Agreement shall be applied to it vis-à-vis the Parties.

8. TERMINATION

8.1 The initial term for the Services and Software licenses shall begin on the date of the Order and shall continue the following twelve (12) months term. The Customer shall purchase same level of Services for all the Software licenses purchased at the same instant and for the same twelve (12) months term, unless otherwise agreed in writing.

8.2 Services and/or Software license for the same license quantity and support level shall become automatically prolonged for twelve months terms at a time if not terminated by either Party in writing three (3) months before the end of the initial term or any subsequent prolongation term.

SSH does not provide partial Services for any Product, unless otherwise agreed by the Parties in writing. Therefore, the Customer shall at all times possess a valid agreement for Services for all the instances of Software in use regardless of whether the licenses are perpetual or subscription-based.

Each Party shall be entitled to terminate the Agreement with immediate effect if the other Party is in breach of the terms of the Agreement and does not rectify such breach within thirty (30) days of receiving a written notification of the said breach.

8.2 The termination of the Agreement shall consequently terminate the Customer's right to use the Software and receive services. Such confidentiality, limitation of liability, jurisdiction and other clauses as are intended to survive the termination of the Agreement shall, however, remain in force.

8.3 SSH shall not be liable to reimburse the Customer for any payments it has made regardless of the reason for the termination of the Agreement.

9. EXPORT CONTROL

9.1. The Parties shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Customer specifically acknowledges that the Software supplied by SSH may be subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

10. ENTIRE AGREEMENT

10.1 Unless otherwise agreed in writing, this Agreement set forth all the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral, or otherwise) pertaining thereto and constitute the entire agreement between SSH and the Customer.

10.2 All Orders shall be fulfilled strictly in accordance with this Agreement. No other terms and conditions including, but not limited to the Customer's own standard terms and conditions, shall apply, even if they are not specifically rejected by SSH. No changes or amendments to this Agreement shall be effective unless reduced in writing and signed by SSH.

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SSH Secure Collaboration 2024 License Terms

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration 2024 Licence Terms shall apply to the use of SSH Secure Collaboration 2024 software solution to be delivered to the Customer or to be provided for the use of the Customer.

2. GRANTING OF LICENCE

2.1 SSH grants to the Customer a limited licence to the SSH Secure Collaboration 2024 software solution and/or related applications ("Software") as set out in the Agreement for the period of time determined in the Agreement in accordance with these Licence Terms and against payments made in accordance with the Agreement.

2.2 The Customer shall be entitled to install the Software only to a hardware environment approved of or delivered by SSH. The right to use the Software granted to the Customer in the Agreement and in accordance with these Licence Terms is limited to the number of users so that the Software may only be used by those licensed users for whom the Customer has acquired a licence to use the Software in accordance with these General Licence Terms.

2.3 Licensed User shall mean a person or system that uses the Software or has designated a license to use the Software.

The following shall be considered licenced users:

- (i) Named User – a named person to whom the Customer has designated a licence and/or who uses the Software;
- (ii) Flexible User – a person who uses a license that the Customer has purchased on the basis of belonging to Customer organisation;
- (iii) System User – an integration using the Software through the application programming interface (API) or
- (iv) Shared Mailboxes – A mailbox that is shared by a group of persons and/or systems

2.4 The Customer shall ensure that all licensed users of the Software comply with the terms concerning the use of the Software.

2.5 The Customer shall be obliged to ensure that the number of above defined licensed users does not exceed the number of licensed users set out in the Agreement. SSH shall be entitled to examine the user information of

the Software in order to verify the number of users. In the event that the actual use of the Software exceeds that set out in the Agreement, SSH shall be entitled to multiply the fee defined in the Agreement by three (3) and to invoice the resulting sum retroactively for the amount of use exceeding that agreed upon.

2.6 The Customer may purchase additional user rights to the Software and/or increase the number of licensed users on terms defined in the Agreement or by agreeing upon it separately in writing with SSH.

2.7 The Customer shall be entitled to

- (i) make as many copies of the software as necessitated by the use and its own continuity arrangements. All copies made of the Software or its parts shall include notices concerning the copyright and other rights of SSH; and
- (ii) use subcontractors, outsourcing partners and other third parties in all activity related to the use, including e.g. the installation and placing of the Software to premises and technical environments administered by third parties and the acquisition of information technology services necessitated by the use of the system from third parties. Upon SSH's request, the Customer undertakes to inform SSH of which third parties the Customer directly employs in activities related to the Software.

2.8 The Customer shall not be entitled to

- (i) assign, sublicense, transfer, pledge, lease, or distribute the Software or its user rights;
- (ii) copy or to allow third parties to copy the Software or its parts otherwise than on the basis of section 2.7;
- (iii) modify or make amendments to the Software or to allow third parties to do so; or
- (iv) reverse-engineer or disassemble the Software or otherwise endeavour to map out the functions or structure of the Software or allow third parties to do so,

unless it is expressly allowed on the basis of mandatory legislation that applies to these General Licence Terms. The Customer does not, however, receive rights to the source code of the Software or to its documentation.

2.9 SSH collects information from its Software environments to ensure the quality of billing and maintenance.

The collected information is billing and usage statistics, information related to versions of the relevant software

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components, information related to SSH's Software settings and capacity-, load-, error-, and availability metrics from the Software server environment relevant to ensure Software functionality.

3. SOFTWARE UPDATES AND CHANGES

3.1 SSH shall repair any errors or malfunctions in the Software in accordance with separate General Support and Maintenance Service Terms. The Software shall be provided "as is", and SSH shall offer no warranties or representations as to its functionality, performance or suitability for its purpose of use.

3.2 SSH will release Software updates from time to time. The said updates may comprise new functionalities ("Update") and/or patches ("Patch").

3.3 License for the Software includes the right to use the Updates and Patches released by SSH. The Parties expressly agree that each Update and/or Patch delivered to the Customer shall without further actions become part of the Software.

3.4 At any time during the term of the Agreement, SSH may: (a) implement changes in, or modify the Software and/or Services, including user documentation; (b) discontinue providing the Software and/or Services. If SSH discontinues providing the Software and/or the Services, then SSH shall make all reasonable efforts to give notice at least 180 calendar days prior to intended date of discontinuation.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Customer acknowledges and accepts that the Software contains information which SSH wishes to keep confidential and which it is protected by copyright and/or other intellectual property rights and as a trade secret.

4.2 The title to the Software, related copyrights, design rights, trade secrets and other intellectual property rights belongs to SSH. All rights to copies, translations, amendments and modifications of the Software as well as to derivative copies thereof belong to SSH (or to its licensors). On the basis of these General Licence Terms the Customer does not receive any title or intellectual property rights to the Software, but only a limited licence to use the Software. SSH and the SSH logo are the registered trademarks of SSH. In accordance with these General Licence Terms, the Customer is not granted any rights, licences or other interest in respect of these or SSH's other trademarks. The Customer is, however, entitled to use SSH's trademarks if the use is accompanied by a notification that the trademarks belong to SSH.

4.3 The Customer shall be obliged to ensure that its measures do not endanger the intellectual property rights of SSH or its subcontractors.

5. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

5.1 SSH is liable to ensure and represents and warrants that it has the right to grant to the Customer all rights to the Software agreed upon in this Agreement.

5.2 SSH undertakes at its own cost to be liable for all payments inflicted upon the Customer by the Software in respect of infringements concerning the patents, copyrights, registered designs or other intellectual property rights of a third party which the Customer is obliged to pay on the basis of a legally valid decision of a court of law or a settlement agreement accepted by SSH. What is stated above in this section 5.2 shall be valid provided that the Customer

- (i) informs SSH of a claim concerning an infringement promptly after the receipt of such information;
- (ii) allows SSH to modify the Software as it chooses so that it does not infringe the rights of a third party, or allows SSH to acquire a licence from the holder of the right that is allegedly being infringed upon by the Software; and
- (iii) allows SSH to defend the Customer against the alleged infringement in question.

5.3 SSH shall not be liable in the manner mentioned above in section 5.2 if the claim is based on a modification of the Software performed by the Customer or on combining the Software with software other than a Software delivered to the Customer by SSH, and if no infringement would take place without such modification or combination, or if the infringement arises solely from some other cause than a SSH product, or if the Customer has used the Software in a manner contrary to these General Licence Terms. If a third party presents to SSH a claim based on the abovementioned matters concerning an infringement, the Customer shall be obliged to indemnify SSH for all direct costs, losses and damages caused by such infringement in accordance with a legally valid judgement or a settlement agreement accepted by the Customer as presented in subsections (i, ii and iii) of section 5.2.



ANNEX 1 to SSH Secure Collaboration 2024 Licence Terms

Flow Down Terms

These Flow Down Terms are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law by, each of Element Software SARL and each member of its Group directly against the Customer.

1. DEFINITIONS

Customer: a third-party that has entered into a contract with the Partner for the receipt of products and services that comprise, or incorporate, all or a part of the Element Server Suite or Element Host (as applicable).

Element: either New Vector Limited (a company incorporated and registered in England and Wales with company number 10873661, and whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG), its French subsidiary Element Software SARL, its German subsidiary Element Software GmbH, or its U.S. subsidiary Element Software Inc.

Element Host: A comprehensive stack of server-side components packaged for use by Element partners to facilitate end-to-end encrypted voice, video, messaging and collaboration.

Element Server Suite (ESS): the products and services made available by Element, including the provision of the Element software application, Element Host, and/or any other implementation, support, maintenance and/or hosting services (and in respect of a Partner Track, ESS shall comprise those products and services made available by Element in connection with that Partner Track).

Partner Track: the type of partnership the Partner has enrolled on, defined by its specific Partner Benefits, obligations, and requirements.

2. CUSTOMER OBLIGATIONS

The customer shall be responsible for:

2.1 ensuring its computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the ESS, complies with the minimum technical specification notified to it and updated from time to time;

2.2 procuring and maintaining the Customer's network connections and telecommunications links from its systems to the ESS, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network

connections or telecommunications links or caused by the internet;

2.3 ensuring that the Customer's use of the ESS complies with all applicable laws and is not fraudulent; and

2.4 ensuring its use of the ESS does not damage, disable, overburden, impair or compromise the ESS or its security or interfere with other users.

3. RESTRICTIONS OF USE

6.1 The customer shall not, and shall take all reasonable steps to ensure that its users do not, upload, access, store, distribute or transmit any viruses, or any material during the course of its use of the ESS that: **(a)** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; **(b)** facilitates illegal activity; **(c)** is in breach of applicable legislation in respect to obscenity or indecency; **(d)** promotes violence; **(e)** is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or **(f)** causes damage or injury to any person or property.

6.2 Except to the extent that it has a contractual right to do so and to the maximum extent permitted by law, the Customer shall not: **(a) (i)** attempt to copy, reproduce, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the ESS in any form or media or by any means; or **(ii)** attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the ESS; or **(b)** access all or any part of the ESS in order to build a product or service which competes with the ESS; or **(c)** use the ESS to provide services to third parties or offer any part of the ESS for sale or distribution over any other medium; or **(d)** license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the ESS available to anyone except its permitted users; or **(e)** attempt to obtain, or assist third parties in obtaining, access to the ESS; or **(f)** permit any third party to benefit from the use or functionality of the ESS.

4. PROPRIETARY RIGHTS

The customer acknowledges and agrees that New Vector Limited and/or its licensors are the sole and exclusive owners of all Intellectual Property Rights and other proprietary rights in the ESS.



SSH Secure Collaboration 2024 Service Terms

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration 2024 Service Terms shall apply to the user support and maintenance services provided to the Customer for the SSH Secure Collaboration 2024 software solution and/or related applications (“Services”).

2. SERVICES

2.1 SSH shall provide the Customer with those Services that the Customer has purchased as set out in these SSH Support and Maintenance Service Terms.

2.3 The Services shall be primarily performed from a service centre operated by SSH through a network connection (“remote connection”) formed via a public data network to the data network used by the Software. The remote connection shall utilise a protected data transfer protocol and it shall be initiated from fixed IP addresses to be defined separately. The Customer shall be obliged to provide SSH with a remote connection at its own cost.

2.4 SSH is only liable of fixing errors that are solely caused by a fault in the Software as a result of documented, correct and legitimate use of the Software as defined in these terms and conditions and/or user documentation. For example, SSH is not obliged to correct errors if the error is due to, caused by or arises from:

- (i) a hardware failure;
- (ii) malfunctions or errors caused by modifications, amendments or additions made by someone other than SSH;
- (iii) inadequate updating of the Software in use in the Customer’s operational environment;
- (iv) malfunctions or errors resulting from the operating environment;
- (v) the use of the Software in a manner contrary to the user documentation or due to the operational environment not meeting the requirements of a supported operating environment; or
- (vi) errors resulting from other external circumstances, such as interferences in the data network,

2.5 In the event that Services are carried out otherwise than via the remote connection, SSH shall be entitled to also charge an hourly fee to cover travel times as well as reasonable travelling and accommodation costs and per diem allowances.

2.6 Unless the Parties agree otherwise, the hourly fee shall be as set out in the valid price list notified to the Customer.

3. SERVICE LEVELS

3.1 SSH shall provide the Customer with the Services for the chosen Services level subject to payment of applicable service fee(s). The content of different levels of Services and error classifications can be found online at SSH’s webpage at

<https://www.ssh.com/resources/support/plans>.

3.2 SSH shall provide Services only for supported operating environments, unless otherwise agreed by the Parties in writing. SSH designates supported operating environments for each new version before or on the general availability date of such version.

SSH shall have the right to change the content of the Services.

3.3 Services shall at all times comprise at least best effort level as defined in SSH’s webpage, unless the Customer has purchased a higher level of Services.

3.5 The first response times defined at SSH’s webpage necessitate a functioning remote connection.

4. SUPPORT SERVICE CHANGES

4.1 SSH may implement changes in the Services, product documentation or Software, which may result in the new versions of the Software changing in material respects from the earlier versions or discontinue the manufacture and support of any Software. If SSH discontinues the manufacture or support of Software, SSH shall make reasonable efforts to give notice to the Customer at least 180 calendar days prior to intended date of discontinuation.

5. THE USE OF SUBCONTRACTORS

5.1 SSH shall be entitled to use subcontractors in the provision of its services. SSH shall be liable for the work of its subcontractors as it is for its own.

5.2 The Customer shall be entitled to use subcontractors, outsourcing partners and other third parties in all activity related to the services. Upon SSH’s written request, the Customer undertakes to inform SSH of which third parties the Customer employs in the use of the services.

6. THE CUSTOMER’S OBLIGATIONS

6.1 The Customer shall be obliged to ensure that persons performing the services are granted access to the Customer’s Software and hardware to the extent it is

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required for the purpose of performing the services in accordance with these General Support and Maintenance Service Terms, and that upon request these persons are provided with the necessary documentation and other documents concerning the Customer's Software and hardware. Furthermore, the Customer shall be obliged to provide for the use of SSH the premises, data media and other equipment related to the use of the Software and hardware that are required for performing the services. The Customer shall provide SSH with correct and adequate information for performing the services. The Customer shall be liable for the information and instructions it provides to SSH. At least one of the administrative users appointed by the Customer must be reachable by SSH in order for SSH to be able to provide the services. The Customer shall inform SSH if the administrative user changes and of any changes in their contact information.

6.2 When SSH uses the Customer's i) premises, ii) hardware, iii) software or iv) other commodities provided by the Customer (ii-iv "commodities") in the services performed by it in accordance with these General Support and Maintenance Service Terms, the Customer shall be responsible for acquiring necessary permits for altering the premises and for the transfer, use (including inter alia the permits necessitated by data protection legislation), copying and distribution of the commodities during the validity of these General Support and Maintenance Service Terms to the extent required by the services, in a manner that ensures no third party rights are infringed upon.

6.3 The Customer undertakes to be liable towards SSH for such demands, liabilities, costs and damages that are directly caused by a lack of the permits mentioned above in section 5.2.

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