

# mScales™ GENERAL TERMS OF SERVICE

These mScales General Terms of Service ("**Terms**") apply to the provision of mScales™ SaaS - service ("**mScales**") of Tamtron Precision Oy ("**Tamtron**") whether directly or through its authorized distributor.

## 1 BACKGROUND

1.1 Tamtron makes mScales available as a standard software-as-a-service (SaaS) from a public cloud, configured for the customer ("**Customer**") and for the scales of Customer connected to mScales. Each order for the subscription of mScales ("**Order**") is confirmed in writing, based on a quotation with reference to these Terms. Each Order specifies the agreed scope of the subscription of mScales and the applicable invoicing period.

1.2 Tamtron may provide installation, support and maintenance for mScales as agreed in each Order or otherwise in accordance with these Terms ("**Services**"). Tamtron has the right to use authorized subcontractors and partners for the provision of Services.

1.3 These Terms are an integral part of each Order and contain the main contractual terms applicable relating to the mScales subscription and the provision of Services. In case of discrepancies between the Order and these Terms, the terms and conditions of the Order are given priority.

## 2 ORDERS

### 2.1 Features and Packages

2.1.1 Tamtron makes mScales available to its customers in accordance with the description of the features and functionality of mScales as available from time to time on <https://www.mscales.com/mscales-features> ("**Features**").

2.1.2 In the Order Customer confirms the subscription of the selected mScales service packages, selected from the standard packages described on <https://www.mscales.com/pricing> ("**Packages**") and subject to the payment of the Subscription Fees identified for each of the Packages ("**Subscription Fee**").

2.1.3 The Packages can be different for each scale and Customer is therefore free to select a suitable Package for each scale in the Order or to change the Package for any scale under Section 2.10.

### 2.2 Grant of Rights

Tamtron grants, subject to the terms of the Order and the due and timely payment of the Subscription Fees specified for the Packages at the time of Order, a

non-exclusive, non-transferable, non-sublicensable right and license for Customer to connect scales to mScales and use mScales in accordance with and subject to the limitations of the Order, the Features and the scope of the selected Packages, such as the number of scales or the number of users.

### 2.3 Validity

Each subscription for the Package is valid on a monthly basis subject to termination by either Party in accordance with these Terms.

### 2.4 Gateway

2.4.1 The use of mScales within the subscribed Package may require the setting up of a connection between the technical environment and the scales of Customer and mScales as specified in the Order. This is achieved with a specific gateway hardware configured and delivered by Tamtron to Customer as part of the Order subject to a price specified in the order ("**Gateway**"). The Gateway has a product warranty as specified in Section 2.9.

2.4.2 Tamtron operates the Gateway during the provision of mScales, but Customer is responsible for making available the power and data connections for the Gateway in a suitable installation location at the Customer premises. Customer ensures that Tamtron has reasonable access to Gateway for the installation and any support and maintenance purposes.

2.4.3 Tamtron selects suitable hardware for the Gateway and delivers the Gateway to the designated location before the commencement of the mScales operation, subject to the availability of the hardware from the respective third-party supplier, and then performs the installation of the software necessary for the use of mScales as specified in the Order. The title and risk of loss to the Gateway passes to Customer upon delivery, subject to the payment by Customer of the respective price of the Gateway.

2.4.4 Tamtron is responsible for the licensing of software installed in the Gateway and such licenses remaining valid from the installation through the validity of the Order, subject only to the payment of the respective Subscription Fees by Customer.

2.4.5 Tamtron has no obligation to redeem or remove the Gateway from the Customer premises at the end of the respective Order.

## **2.5 Services**

2.5.1 Tamtron provides the Services that are included in the selected Package without any additional Service Fee. The provision of any Services by Tamtron in addition to the work specified as being included in the selected Packages is subject to separate agreement and payment of Service Fees by Customer.

2.5.2 Any Support Services if and to the extent included in the Package are available for Customer's named weighing administrators during weekdays from 08.00-16:00 (EET).

2.5.3 Any use of a Package that has no Subscription Fee includes only AI chatbot and access to knowledge base as support but not any other Services.

## **2.6 Third Party Products and Services**

2.6.1 Tamtron provides mScales using a third-party public cloud service that is used for the storage of the Customer Data as defined in Section 5.2.1, including the weighing data generated in connection with the use of mScales by Customer. Such third-party public cloud service is subject to the respective third-party terms and conditions.

2.6.2 Any third-party software product provided by Tamtron and used by Customer or associated with mScales is licensed to and used by Customer solely subject to the respective third-party license and other terms.

## **2.7 Restrictions of Use**

2.7.1 Customer has a right to use mScales only for the internal business purposes of Customer and not for the provision of weighing services to third parties and subject to further limitations specified in the Order. The subscribed Packages may include a right for not only Customer or its affiliates but also external parties providing services to Customer to access and use mScales to support the business of Customer.

2.7.2 Customer must

- (i) notify Tamtron without delay if Customer becomes aware of any unauthorized use of mScales;
- (ii) not use mScales to develop competitive software or derivative works, or for any other purpose than as specified in the Order; and
- (iii) not under any circumstances make or have made any modifications to mScales.

## **2.8 User Access**

Customer is responsible, at its own expense, for managing the user access rights to mScales so as to

ensure that only designated access right holders may use the access rights.

## **2.9 Warranty**

2.9.1 Tamtron warrants that mScales will function materially in accordance with the Features during the validity of the subscription.

2.9.2 However, if Tamtron provides the Package without any Subscription Fee payable by Customer, then Tamtron makes available mScales and provides associated Services within the Package "as is" without warranty or service level commitment of any kind and subject to the right of Tamtron to terminate the use of mScales by Customer immediately upon any breach by Customer of the Order.

2.9.3 In addition to any warranties by the original manufacturers of the hardware, software and components thereof included in the delivery of the Gateway, Tamtron grants to Customer a warranty of twelve (12) months from the installation of the Gateway for any errors appearing during such period in the Gateway hardware or the software installed on the Gateway by Tamtron for the operation of mScales.

2.9.4 If Tamtron receives notice of any error or the non-compliance of mScales or Gateway with the above warranties, Tamtron must correct the error by providing a fix or workaround of the error within a reasonable period of time at its cost. The warranty for the Gateway does not cover any damage caused to the Gateway by Customer or a third party at the premises of Customer.

2.9.5 All other warranties, express, implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of intellectual property rights and fitness for a particular purpose are excluded. This warranty is Customer's sole remedy for errors in mScales or Gateway, except as expressly otherwise agreed in the Order.

## **2.10 Changes to the Scope of the Order**

2.10.1 Customer can make changes in the scope of the Order at any time, whether by way of terminating a Package or adding an additional Package. Changes need to be agreed in writing and Customer can take any additional or upgraded Packages into use immediately. However, a termination of a Package without replacement is effective only upon the end of the respective Invoicing Period and Tamtron does not refund any prepaid Subscription Fees for terminated Packages.

2.10.2 For any change that requires hardware changes, the time of the change going into effect depends on the implementation of such a change as agreed by the Parties.

### 3 FEES

#### 3.1 Subscription Fees

The general Subscription Fees valid from time to time for each Package are specified in in <https://www.mscales.com/pricing> ("**Subscription Fees**"). Unless otherwise agreed in the Order, the Subscription Fees valid at the time of the Order apply for the first Invoicing Period.

#### 3.2 Invoicing Period

3.2.1 Tamtron invoices the Subscription Fee in advance for the invoicing period specified in the Order, being either one (1) month or one (1) year ("**Invoicing Period**"). The Invoicing Period and the respective invoicing of the Subscription Fees starts from the beginning of the first full calendar month after the date of the respective Order.

3.2.2 The Invoicing Period remains the same for the Package through the validity of the Order, unless changed by Customer before the commencement of any subsequent Invoicing Period, subject to written agreement with Tamtron.

3.2.3 The Subscription Fees are updated in connection with the commencement of a new Invoicing Period based on any change in the general Subscription Prices at that time.

#### 3.3 Service Fees

The fees for Services ordered by Customer in addition to Services included in the selected Packages ("**Service Fees**") are based on the standard time and materials charges of Tamtron, unless otherwise agreed by the Parties. Tamtron invoices the agreed Service Fees from Customer monthly in arrears, based on the Services provided.

#### 3.4 Changes

Tamtron has a right to change the general Subscription Fees or the Service Fees to reflect any actual increase in the cost of the operation and maintenance of mScales, the provision of Services or based on any change in the scope of the Package or Services. Tamtron notifies Customer of any such change not less than thirty (30) days before the commencement of any subsequent Invoicing Period.

#### 3.5 Payment Term

The payment term is fourteen (14) days net from the date of the invoice. Interest on late payments is determined in accordance with the Finnish Interest Act. The payments are not subject to any right of offset or suspension and all payments are non-cancellable, non-refundable and non-creditable.

### 3.6 Taxes and Charges

The prices and fees do not include VAT, other taxes or similar payments or charges imposed by the authorities. Tamtron adds them to the invoice in accordance with the applicable regulation.

## 4 SERVICE LEVELS

#### 4.1 Availability Guarantee

4.1.1 mScales is available for Customer's use 24/7. If the subscribed Package includes a guarantee for the availability of mScales ("**Availability Guarantee**") the availability is calculated as follows for each reporting period:

$$\text{Availability} = ((\text{full minutes} - \text{minutes of non-availability}) / \text{full minutes}) \times 100\%$$

4.1.2 The time used for any planned maintenance, installation or change, or any non-availability of mScales caused by Customer or force majeure is not calculated as non-availability.

4.1.3 However, Tamtron is not liable for the functionality, operation or availability of any equipment or standard software applications or services provided to Customer by any third party, for any defects in them or for the effect they may have on the mScales or the Availability.

#### 4.2 Service Level Credits

If the Availability Guarantee is included in the Package, and the guaranteed Availability is not met by Tamtron during any calendar month, Customer is entitled to claim from Tamtron a service level credit as follows, calculated based on the Subscription Fee for the Package attributable to respective month, excluding VAT:

Availability	Service Level Credit
99.9%	15%
99.5%	30%
97.0%	100%

## 5 INTELLECTUAL PROPERTY RIGHTS

#### 5.1 Background Materials

5.1.1 Customer must provide Tamtron with sufficient and correct information and instructions for the performance of Services ("**Background Materials**"). Customer is responsible for the correctness and for the maintenance of the

Background Materials and for updating them during the validity of the Order.

5.1.2 Customer must ensure that the provision of the Background Materials or other information to Tamtron does not infringe any intellectual property or data protection rights of any third party.

5.1.3 Tamtron has the right to rely on the information provided by Customer when performing Services and has no obligation to evaluate or verify such information unless otherwise agreed in the Order.

## 5.2 Customer Data

5.2.1 Customer is and remains the owner of all operational data submitted or otherwise submitted by Customer to mScales, including all modifications, extensions and derivative works of it ("**Customer Data**") and no right of ownership, copyright or other intellectual property rights relating to the Customer Data is transferred based on the Order or through the use of mScales.

5.2.2 Tamtron has a right to use the Customer Data for the purposes of providing the Services to Customer and for otherwise satisfying its obligations under this Agreement, including the continuous development of the Services by way of optimizing existing or developing new features of functionality.

5.2.3 Nothing in the Order prevents Tamtron from using the Customer Data in an aggregated and anonymized manner that does not include any identifiable or personal information to analyze and report the general performance of mScales in the sole discretion of Tamtron.

5.2.4 The above limited use rights of Tamtron remain valid through the validity of the Order and survive the termination thereof, only subject to limitations on the use and storage of personal data pursuant to Section 6.

## 5.3 mScales

5.3.1 Tamtron and respective third-party rights holders are and remain the sole owners of all intellectual property rights and interest associated with as well as any trade secrets and know how implemented or embodied in mScales or its documentation. Tamtron represents and warrants that it has the full rights and power to grant to Customer the rights described in the Order.

5.3.2 All materials and information created in connection with the deployment of mScales or the performance of Services, such as Customer-specific configuration information of mScales ("**Results**") are intended solely for internal use by Customer and its group companies and Customer receives no other rights to the intellectual property rights of Tamtron

included in such Results or otherwise associated with mScales.

5.3.3 If mScales or the use of mScales by Customer infringes intellectual property rights of any third party, Tamtron must defend such action at its expense and pay any cost or damages finally awarded in such action which are attributable to such claim, provided always that Tamtron has the sole control of the defense of any such action and negotiations for its settlement or compromise.

5.3.4 Customer must without delay inform Tamtron in writing of any claim made to Customer by reason of alleged infringement as aforesaid and refrain from taking any act of account of such claims without a prior written approval of Tamtron.

5.3.5 If mScales is in such suit determined to be infringing and the use of mScales is affected, Tamtron must, at its own expense and its sole option either procure for Customer the right to continue using mScales or replace or modify it so that it becomes non-fringing.

5.3.6 If none of the aforementioned alternatives are available to Tamtron on reasonable terms, Tamtron may terminate the subscription for mScales and refund the Subscription Fees paid to Tamtron for mScales less the proportion of the Subscription Fees corresponding to Customer's actual time of use of mScales. Customer agrees to abide by Tamtron's decision and, if appropriate, stop using mScales.

5.3.7 However, Tamtron has no obligation with any respect to any claim based on Customer's misuse or modification of the configuration of mScales or its combination, operation or use contrary to the instructions of Tamtron. Customer must defend, indemnify and hold Tamtron harmless from any such claims, proceedings and expenses arising from such modification, combination, operation or use.

## 6 PERSONAL DATA AND SECURITY

6.1 The Parties undertake to comply with the requirements of the applicable data protection legislation if and to the extent Services involve processing personal data. If necessary, the Parties will enter into a separate personal data processing agreement, which corresponds to the processing activities required by Services.

6.2 As the controller of personal data, Customer is responsible for ensuring that it processes personal data in accordance with the applicable laws and the regulations and instructions of the authorities. Customer is also responsible for taking all measures required by the data protection legislation.

6.3 Customer is responsible for ensuring that it has the right to transfer personal data necessary for the performance of Services to Tamtron and that the data subjects are aware of the disclosure of their personal data to Tamtron and purpose for processing in accordance with the data protection legislation in force from time to time. Customer is also responsible for the collection and existence of any data subject consents possibly required for the processing and transfer of personal data.

6.4 Tamtron must ensure the software, hardware and production facilities used by Tamtron are properly protected by adequate technical, administrative and organizational measures and that agreed procedures for protection of data and data security are followed.

## 7 CONFIDENTIALITY

7.1 The Parties may receive from each other, whether in written form or orally, confidential information about each other's business and products ("**Confidential Information**"). Customer's Confidential Information includes in particular all information relating to the customers of Customer, the confidentiality and processing of which may be subject to specific legal obligations.

7.2 Confidential Information also includes a Party's business and professional secrets and any information that is clearly marked as confidential or proprietary or that may cause harm to the party if it becomes to the knowledge of a third party.

7.3 The Party receiving Confidential Information ("**Receiving Party**") from the disclosing Party ("**Disclosing Party**") undertakes

- (i) to keep the Confidential Information received from the Disclosing Party confidential from third parties, and to take all measures reasonably necessary to protect the Disclosing Party's Confidential Information;
- (ii) not to use the Confidential Information received from the Disclosing Party for any purpose other than the performance of Services or the exploitation of the Results in accordance with the Order;
- (iii) not to copy any of the Confidential Information received from the Disclosing Party without the Disclosing Party's written consent, except as necessary to perform Services or to exploit the Results;
- (iv) not to disclose or divulge to its employees or advisors any Confidential Information received from the Disclosing Party, except as confidential to those who need to know such Confidential Information for the purposes of

Services and who are required by employment or otherwise to keep such material confidential; and

- (v) to be responsible for that its employees and advisors to whom Confidential Information received from the Disclosing Party has been disclosed or divulged to, comply with these confidentiality obligations.

7.4 In addition, neither Party may disclose to a third party the contents of the Order or any other information provided by or on behalf of the other Party which should reasonably be kept confidential.

7.5 The obligation of confidentiality does not apply to material and information

- (i) which is publicly available or otherwise in the public domain;
- (ii) which is received by the Receiving Party from a third party without any obligation of confidentiality;
- (iii) which was in the Receiving Party's possession without any obligation of confidentiality prior to its receipt from the Disclosing Party;
- (iv) which has been independently developed by the Receiving Party without the use of Confidential Information received from the Disclosing Party; or
- (v) which must be disclosed in accordance with applicable law or regulation.

7.6 Each Party may use electronic media to transmit or send Confidential Information and such use is not in itself a breach of the confidentiality obligation and the Parties recognize and accept that sending information and documents by electronic means (in particular by e-mail) involves risks.

7.7 The obligations under this Section 7 remain valid for the duration of the Order and thereafter until disclosed information is no longer confidential.

## 8 VALIDITY AND TERMINATION OF THE ORDER

8.1 The provision of mScales to Customer ends when the Invoicing Period expires or when the Order is terminated. Customer must pay the Subscription Fees until the effective termination of the Order.

8.2 Either Party may terminate the Order immediately with a written notice if the other Party commits a material breach of the Order which the breaching Party is unable to remedy within thirty (30) days of having received a written request of remedy with notice of possible termination from the other Party.

8.3 When the Order terminates, Tamtron will convert the Package to a Free package for the continuing use of Customer, unless Customer has informed Tamtron of its intent to cease the use of mScales completely.

8.4 The termination of the Order does not prevent either Party from pursuing all available legal remedies, nor does such termination relieve the obligation of Customer to pay all Subscription Fees and Service Fees and any other amounts due that are owed by Customer to Tamtron as of the effective date of the termination.

## **9 LIMITATION OF LIABILITY**

9.1 Under no circumstances is Tamtron liable for any indirect, special, incidental, or consequential damage or loss, including but not limited to loss of profits, loss of use, loss, spoiling or corrupt of data or information, cost of capital or claims of customers of Customer, whether based on breach of contract, or tort, or any other theory of liability.

9.2 Tamtron' liability under the Order, whether for damages, under warranty or otherwise, will under no circumstances exceed the Subscription Fees and Service Fees paid by Customer to Tamtron based on the same Order during a period of six (6) months preceding the event leading to such claim.

9.3 The limitations of liability in this Section 9 do not apply to damage caused by Tamtron's willful conduct or gross negligence, breach of confidentiality or infringement of Customer's intellectual property rights.

9.4 A Party will notify the other Party of any possible claim for damages without undue delay after the damage has occurred, but no later than six (6) months thereafter. If this time period is exceeded, no remedy will be available to such Party.

## **10 OTHER TERMS**

### **10.1 Subcontractors**

10.1.1 Tamtron may use subcontractors to provide mScales or to perform Services but remains responsible for the performance of its subcontractors as for its own and must ensure that its subcontractors are aware of the obligations between Tamtron and Customer.

10.1.2 A third-party supplier of equipment, hardware, capacity or standard software is not considered a subcontractor under this Section 10.1 even if its supply is part of mScales, but the supply and use of such equipment, hardware, capacity or standard software is subject to the applicable terms

of service or license terms of their respective third-party supplier, unless otherwise expressly agreed in the Order.

### **10.2 Amendments**

10.2.1 Amendments to the terms of the Order are subject to prior approval by both Parties. However, standard documentation referred to in the Order, such as these Terms, the Features and the Packages are subject to change from time to time by Tamtron.

10.2.2 The current versions of these standard documents are available at [www.mscales.com](http://www.mscales.com) and the updated versions apply to any new Orders or to existing Orders from the commencement of the following Invoicing Period. Tamtron must inform Customer in advance of any changes that may adversely affect Customer or the use of mScales.

### **10.3 Transfer of the Order**

The Parties do not have a right to transfer their obligations under the Order without the prior written consent of the other Party. However, Tamtron has a right to transfer all or part of its rights and obligations under the Order to a company belonging to the same group of companies as Tamtron. Tamtron also has the right to assign its receivables to a third party.

### **10.4 Reference Right**

Tamtron has the right to use the customer relationship between Tamtron and Customer as a reference.

### **10.5 Applicable Law and Dispute Resolution**

The Order is governed by Finnish law. Disputes are finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Finland Chamber of Commerce in Helsinki, Finland. The language of the proceedings is English. Disputes are settled by a sole arbitrator.