

RAMP Terms and Conditions

[Ref.]

European Dynamics S.A. ("**Company**") has developed an online platform called "RAMP" ("**Platform**") through which Company offers services ("**Services**") to (a) manufacturing small- and medium-sized enterprises and (b) third-party service providers which wish to offer their own services to the manufacturing enterprises. The Services provided by Company through the Platform are novel and highly innovative, offered in a dynamic and rapidly changing environment and therefore characterized by a certain level of volatility and uncertainty.

These terms and conditions ("**Terms**") govern the provision of the Services by Company to manufacturing enterprises and third-party service providers, which must register as subscribers ("**Subscribers**") on the Platform to allow Company to provide the Services.

During registration on the Platform Subscriber has to accept the Terms. Subscriber confirms that the person who accepts these Terms during the registration process on Subscriber's behalf, is a duly authorized representative of Subscriber. By accepting these Terms, Subscriber confirms to have received, read, understood, and to fully agree without reservation with, all terms and conditions set forth herein.

Such acceptance of the Terms shall conclude the agreement for the provision of the Services by Company to Subscriber ("**Agreement**"), under the resolutive condition of Company refusing Subscriber's request for access to the Platform as confirmed via e-mail to Subscriber.

To the extent allowed by applicable law:

- (a) Company may change, amend or supplement these Terms, the SME Terms and the Service Provider Terms from time to time at Company's own discretion whenever Company has a legitimate reason for doing so. When Subscriber continues to use the Services after the change, amendment or supplement has been duly communicated by Company, Subscriber will be deemed to have accepted all such changes, amendments or supplements;
- (b) Subscriber and Company agree that the provisions under applicable law transposing Articles 10 and 11 of Directive 2000/31/EC shall not apply between them.

1. Definitions

1.1. The capitalized terms used herein shall be defined as follows:

- a. **Agreement**: the present terms and conditions, including all addenda, schedules and exhibits, as well as any change, amendment or supplement thereof, as accepted in writing or electronically between Company and Subscriber.
- b. **Affiliate**: means, with respect to each Party, any corporation, firm, partnership or other entity which directly or indirectly controls or is controlled by or is under common control with that Party. For purposes of this definition, "control" shall be presumed to exist if one of the following conditions is met: (a) direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (b) the ability, directly or indirectly – for example through one or more intermediaries - to direct or cause the direction of the management and policies of an entity.
- c. **Business Day**: All days of the week, except for Saturdays, Sundays and official holidays in Finland.
- d. **Confidential Information**: any information, data, materials or knowledge kept in whatever form (whether on paper or transmitted or stored electronically) belonging to, concerning or under the control of one of the Parties or other SMEs or Service Providers active on the Platform (the "Disclosing Party"), which is made available or disclosed to Subscriber or Company (the "Receiving Party") in connection with this Agreement and which is commercially proprietary, sensitive, non-public or confidential by nature, whether or not explicitly indicated as such by one of the Parties. Information that in any case shall be considered as confidential: (i) trade secrets, (ii) technical details (including software, both in source and object code as well as non-public documentation) of, and knowhow about, the Services, the Platform, the Digital

Twins, simulations run on Digital Twins, associated web interfaces and APIs, (iii) all data of Company, except data for which Company explicitly indicates that it is for public use or which Company publicly discloses itself, as well as data, documents, materials and other content uploaded or made available by Subscriber and other SMEs and Service providers via the Platform (but with the exception of SMEs' and Service Providers' trade names and logo as well as information which SMEs and Service Providers explicitly intend to disclose via the Services), (iv) all communications exchanged between Company, Subscriber and/or other SMEs and Service Providers via the Platform except when explicitly indicated by the sender of the communication that such communication is intended to be public, and (v) information regarding business operations and strategies. Information which shall not be considered as confidential: any information for which the Receiving Party can demonstrate that (i) it was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or (v) that the Disclosing Party has disclosed to unaffiliated third parties without similar restrictions.

- e. **Digital Twin:** a digital model of an SME's factory, manufacturing line or manufacturing process, or physical or tangible assets that is made available electronically to the SME on the Platform.
- f. **Force Majeure:** circumstances beyond the control of a Party and that could not reasonably have been foreseen and that prevent the total or partial performance of any obligation under the Agreement, such as natural disaster, war, civil war, insurrection or riot, fire, flood, explosion, earthquake, electrical disconnection as a result of any of the above events, global or regional internet outage, pandemics leading to restrictions on normal activities, strikes or labour disputes causing cessation, slowdown or interruption of work unless such strikes or labour disputes are specific to either Party, national emergency, act or omission of any governmental authority or agency.
- g. **GDPR:** Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- h. **Intellectual Property Rights:** all brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.
- i. **Party:** Company or Subscriber which are both party to this Agreement, jointly referred to as the "**Parties**".
- j. **Platform:** the online platform called "Ramp" through which Company offers its Services.
- k. **Services:** the services of Company as described in clause 3.1 below.
- l. **SME:** the manufacturing small- or medium-sized enterprise which uses the Services to create one or more Digital Twins and/or to procure services from Service providers.
- m. **SME Terms:** the terms and conditions which form a supplement to these Terms and which govern the Services provided by Company specifically to SMEs.
- n. **Service Provider:** the third-party service provider which offers its services to SMEs via the Platform.
- o. **Service Provider Terms:** the terms and conditions which form a supplement to these Terms and which govern the Services provided by Company specifically to Service Providers.
- p. **Subscriber:** the SME or Service Provider which has accepted these Terms and has become a Party to the Agreement.

- q. **Subscriber Data:** all materials, documents, data, including (for SMEs) the Digital Twin, and other information which Subscriber uploads, generates, collects, stores, transfers or otherwise processes on or through the Platform.
- r. **Subscription:** the right of a Subscriber to use one or more Services, as selected, for the duration of the Subscription Term.
- s. **Subscription Term:** the period agreed between the Parties during which the Subscriber can use the Services provided by Company.
- t. **User:** the natural person who has been authorized by Subscriber to access Subscriber's account on the Platform in accordance with a particular role as assigned by Subscriber.

2. Structure

2.1. The Agreement consists of:

- a. the present Terms;
- b. the SME Terms which apply only to the extent that Subscriber is an SME;
- c. the Service Provider Terms which apply only to the extent that Subscriber is a Service Provider.

2.2. In case of a conflict between or among these Terms and the SME Terms or Service Provider Terms, the SME Terms or Service Provider Terms will prevail.

2.3. The language of, and under, the Agreement, including for the provision of the Services and handling complaints or communications related to the Services, will be English. Company has the right to communicate with Subscriber, at Company's own discretion and as a courtesy to Subscriber, in another language chosen by Subscriber.

2.4. Where reference is made to certain laws or regulations, such reference shall also include any change, replacement or annulment of said laws or regulations, including any related executive decisions.

2.5. Where possible given the context, singular words shall be interpreted as also including the plural and vice versa.

3. Description of the Services

3.1. The Services consist of making available the Platform through a Software-as-a-Service model to Subscriber, where:

- a. SMEs can publish calls for services to which Service Providers can respond;
- b. SMEs can find the necessary documentation to set up the sensors and install the software required in the SME's factory to be able to generate Digital Twins;
- c. an SME can generate Digital Twins on which the SME can run simulations or can implement solutions offered by Service Providers;
- d. Service Providers can browse through calls published by SMEs and can subsequently respond to such calls with an offer for their services.

3.2. The compatibility requirements for using the Platform are published on the publicly available sections of the Platform.

4. Registration and account management

4.1. Subscriber must fill in the registration form on the Platform to request access to the Services. By filling in this form and requesting access Subscriber confirms that:

- a. Subscriber understand that the Services are not meant for consumers and that Subscriber shall use the Services for Subscriber's own professional purposes only;

- b. all information and documents which Subscriber has provided, and will provide, as part of registration for, and use of, the Services are, to the best of Subscriber's knowledge, accurate, truthful and up to date;
 - c. the mobile phone number provided by Subscriber is registered to an authorized representative of Subscriber and can be used by Company to verify the identity of the initial User of Subscriber who sets up Subscriber's account;
 - d. Company can contact Subscriber using the contact details provided and request additional information to complete the assessment of Subscriber's request for access to the Services.
- 4.2. Company reserves the right to decide, at Company's own discretion and without obligation to motivate, whether Subscriber is granted access to the Services. Any refusal by Company will automatically mean that the Agreement is terminated, subject to 13. When Subscriber has been approved for access to the Services, Subscriber receives confirmation of such approval via e-mail on the e-mail address provided during the initial registration process. Subscriber understands and agrees that any access granted to the Services is for Subscriber's own use only and that Subscriber is not allowed to add Affiliates, contractors or other third parties to Subscriber's account, unless Subscriber and Affiliate share the same VAT number.
- 4.3. Subscriber is responsible for its own account and User management. When access to the Services has been granted by Company, Subscriber can first log in using the login credentials chosen during the registration process. Subscriber can add as many Users as required but every User must be an employee of Subscriber.
- 4.4. It is Subscriber's sole and exclusive responsibility to assign the correct roles to the appropriate Users and to revoke Users' access to Subscriber's account when Users change role or leave Subscriber's organisation. Subscriber understands that access rights to content in the Platform are assigned based on these roles.
- 4.5. The login credentials chosen by Subscriber's Users are personal and should be always kept confidential. In case of loss or unauthorized use or disclosure of login credentials of a User, Subscriber must immediately revoke the login credentials for that User and take the necessary measures to avoid that such loss, unauthorized use or disclosure happens again in the future.

5. Use of the Services

- 5.1. The Services are essentially offered through a Software-as-a-Service model, meaning that Subscriber is required to have a sufficiently stable and fast working internet connection. Subscriber understands that the internet access provider may charge a fee to provide such internet connection. Company is not responsible and cannot in any way be held liable for any defect in the provision of the Services caused by an inadequate internet connection.
- 5.2. The Platform is accessible through a full-responsive website, but the Platform is not meant for use in combination with mobile devices. For certain functionalities and features specialised compatible hard- and software is required, as explained in the documentation made available on the Platform. It is Subscriber's responsibility to ensure that Subscriber has such hard- and software available and has it configured correctly, if Subscriber wishes to use these functionalities and features. Company is not responsible for any defect or error in the provision of the Services caused by Subscriber's use of incompatible or ill-configured hard- or software.
- 5.3. By entering into this Agreement, Subscriber acknowledges that Subscriber's use of the Services requires sufficiently skilled, trained and capable personnel and that it is Subscriber's responsibility to have such personnel available.
- 5.4. Company shall make and keep the necessary documentation available on the Platform to allow Subscriber to use the Services for the intended business purposes.
- 5.5. Subscriber is exclusively responsible for ensuring that Subscriber's Users comply with the terms of the Agreement, the documentation provided by Company, applicable laws and regulations and any binding order from competent supervisory or law enforcement authorities.

In the event Company has reasonable suspicions that one or more of Subscriber's Users use the Services in a way that may be construed as:

- a. a violation of applicable laws and regulations, these Terms or any rights, including Intellectual Property Rights, of Company, Company's Affiliates, contractors or third parties;
- b. a threat to the security or integrity of the Services, including, but not limited, due to viruses, trojan horses, spyware, malware, ransomware or any other form of malicious code;
- c. excessive use of the Services, including but not limited to, excessive use of computing power, storage capacity or network capacity, which far exceeds normal use of the Services as may be expected from an SME or a Service Provider;
- d. in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other way inappropriate or illegal; or
- e. in direct competition with the properly communicated commercial interests of Company,

Company has the right to suspend immediately, without prior notice of default and without obligation to compensate Subscriber, the access of that(those) User(s) to Subscriber's account until Subscriber sufficiently demonstrates that such infringing use has been permanently resolved. Without prejudice to 13, if the infringing use cannot be remedied by limiting certain Users' access to the Services, Company reserves the right to suspend Subscriber's account in its entirety until such time when Subscriber demonstrates that the infringing use has been permanently resolved. Company shall inform Subscriber of the decision to suspend (a) Users' access to Subscriber's account or (b) Subscriber's account altogether, as well as the reasons for such suspension.

- 5.6. When Subscriber detects a security flaw or incident in the Services, Subscriber shall inform Company immediately. Parties shall cooperate to limit the adverse impact, including damages, of the security flaw or incident.
- 5.7. Company shall have the right to conduct, or assign a third party to conduct, audits and/or inspections to assess whether Subscriber complies with the terms of the Agreement. Such audit and/or inspection shall only be conducted during Subscriber's normal business hours and to the extent that it does not excessively impede Subscriber's normal business activities. Subscriber shall provide all reasonable assistance and information required for such audit and/or inspection. The costs of such audit and/or inspection shall be borne by Company.

6. Subscriber Data

- 6.1. All Intellectual Property Rights and other ownership rights to the Subscriber Data shall vest, and remain vested, in Subscriber. Without prejudice to any confidentiality obligations and usage restrictions set forth herein, Subscriber grants Company, Company's Affiliates and service providers, SMEs and Service Providers, for the duration of the Agreement, a non-exclusive, worldwide, royalty-free license to access and use the Subscriber Data for the following purposes:
 - a. to provide Subscriber the Services;
 - b. to protect Company's interests or claims in legal proceedings or alternative dispute resolution mechanisms;
 - c. to comply with applicable laws and regulations or with a valid request from a competent supervisory, judicial or other authority; and
 - d. to improve the Services.

Subscriber warrants to have obtained the licenses, authorizations and consents required to grant such license.

- 6.2. Subscriber is exclusively responsible for the accuracy, quality and legitimacy of all Subscriber Data and conformity of such Subscriber Data with the Agreement, any applicable laws and regulations as well as any valid order from competent supervisory authorities.
- 6.3. Subscriber understands and agrees that the Services offered by Company do not include archiving services and that it is Subscriber's sole responsibility to keep copies of the Subscriber Data for archival purposes.

- 6.4. While Company shall make commercially reasonable efforts to keep the Subscriber Data safe, secure, available and confidential and has put in place appropriate business continuity and disaster recovery plans and procedures to such end, it is Subscriber's sole and exclusive obligation to keep backups of all Subscriber Data.
- 6.5. Company reserves the right to aggregate and anonymize Subscriber Data, ensuring that such Subscriber Data can no longer be attributed to a Subscriber, nor to any of Subscriber's projects, initiatives, processes, products, trade secrets or any other confidential or proprietary assets or activities at which time it shall no longer be considered Subscriber Data. Such anonymized and aggregated data shall be combined with data of other Subscribers to improve the Services, develop additional products and services and/or conduct market studies.

7. Warranties

- 7.1. Company shall make commercially reasonable efforts to perform its obligations under the Agreement. The Services are made available "as is" and "as available".
- 7.2. Company makes no express or implied warranties in connection with the Services, including in particular the fitness for a particular purpose, merchantability or the compliance thereof with any legal or regulatory requirement, unless agreed otherwise in these Terms, the SME Terms or Service Provider Terms, as applicable.
- 7.3. Company shall make commercially reasonable efforts to keep the Platform secure, but Company cannot warrant that the Platform is at all times entirely secure and safe against malware, viruses, other harmful code or attacks from malicious actors.

8. Charges and payment

- 8.1. The fees charged by Company for providing the Services depend on the Subscriptions selected by Subscriber. The fees for Services, as shown on the Platform, are, unless explicitly indicated otherwise, payable immediately, in euro and excluding VAT and other applicable taxes and/or governmental levies as Company may be required to charge to Subscriber. Unless required by applicable law, all such taxes and governmental levies shall be borne by Subscriber.
- 8.2. Company reserves the right to demand fees to be paid upfront until the end of the Subscription Term. Company is entitled to suspend, in whole or in part, the provision of the Services to Subscriber in case of any failure by Subscriber to pay the fees due within the agreed payment period.
- 8.3. Company reserves the right to change the fees at Company's own discretion, but any change shall apply only for the next Subscription Term, unless stipulated otherwise in the SME Terms or Service Provider Terms.
- 8.4. Payment of the fees can be made using one of the payment options shown on the Platform, in accordance the terms and conditions of the payment service providers engaged by Company.
- 8.5. Subscriber shall be liable to Company for all costs and expenses incurred by Company due to Subscriber's failure to pay all fees due. In case of late payments under this Agreement, the Subscriber shall, to the extent allowed under national law, be held to pay an interest on top of the amounts due, the rate of which shall be 5 percentage points above the cost-of-borrowing indicator for corporations as published by the European Central Bank (<https://www.ecb.europa.eu/press/pr/stats/mfi/html/ecb.mir2012~1ba3aebbf.en.html>).
- 8.6. The fees for the Subscription are invoiced in accordance with the SME Terms and the Service Provider Terms. Unless stipulated otherwise in the SME Terms and the Service Provider Terms or when immediate payment is not possible, invoices are payable within fifteen (15) days after the invoice date. Subscriber agrees that invoices will be sent electronically via e-mail.

9. Personal data

- 9.1. As part of providing the Services, personal data of Subscriber's Users and of any other individual whose personal data Subscriber uploads as part of the Subscriber Data shall be processed in the sense of Article 4 GDPR. Subscriber and Company shall comply with their respective obligations as controller and processor for the processing of personal data in the context of the Services.

- 9.2. When Company processes personal data on behalf of Subscriber, Company will process the personal identification data of Subscriber's Users as well as any personal data of data subjects Subscriber chooses to upload as part of the Subscriber Data.
- a. This processing, including data transfers outside the EEA, will be performed only (a) upon Subscriber's documented instructions which will at minimum include for the purpose of performing the Services or (b) to comply with Company's legal or judicial obligations. If it is for the purpose of performing Company's legal or judicial obligations, Company will inform Subscriber immediately in writing in advance thereof, unless Company is legally or judicially not allowed to do so.
 - b. All persons Company has authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Company will take all measures required pursuant to Article 32 GDPR and will respect the conditions referred to in Articles 28.2 and 28.4 GDPR for engaging a sub-processor. The minimum security measures taken by Company are outlined in Company's information security policy, which is available upon request.
 - c. Company reserves the right to update its information security policy from time to time at its own discretion when reasonably required, depending on changing security and business contexts, but without lowering the overall level of security offered at the moment of executing this Agreement.
 - d. Subscriber authorizes Company in general to engage other processors and agrees with the already engaged sub-processors. Such list of engaged sub-processors is available upon request. Subscriber will be informed of every new or changed sub-processor engaged by Company and shall be given to object to engaging such new or changed sub-processor on reasonable and objective business ground. In case of a justified objection, Parties shall negotiate in good faith to resolve the objection.
 - e. Taking into account the nature of the processing, Company will assist Subscriber to take appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Subscriber's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR. Company will also assist Subscriber in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and the information available to Company.
 - f. At Subscriber's choice, Company will delete or return all the personal data to Subscriber after the end of the provision of all Services relating to processing and delete existing copies unless EU or Member State law requires storage of the personal data.
 - g. Company will make available to Subscriber all information necessary to demonstrate compliance with Article 28 GDPR, and will allow for and contribute to audits, including inspections, conducted by Subscriber or another auditor mandated by Subscriber. Company will immediately inform Subscriber if, in Company's opinion, an instruction infringes the GDPR or other EU or Member State data protection provisions. An audit can be conducted if Company has been notified about it by registered mail at least three weeks in advance, maximum once per contract year, and on all days (between 9:00am-5:00pm) except on Saturdays, Sundays, days that are an official holiday in Finland, and days on which Company is collectively closed because of holiday. Audits will be performed at Subscriber's expense. Unless explicitly otherwise agreed upon, Company's costs and the time spent by its staff on an audit or in assisting Subscriber in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR, will be invoiced at an hourly rate of 120 euro per staff member.
- 9.3. Company shall process, as controller, personal data of Subscriber's authorized representatives for the purposes set forth in Company's privacy statement, which is available here [\[add URL\]](#).

10. Intellectual property

- 10.1. All Intellectual Property Rights related to the Platform, all its appurtenances as well as all documentation, works and materials provided by Company in relation to the use of the Services shall be owned by Company and its licensors. All Intellectual Property Rights, industrial or other proprietary rights with respect to works created and/or made available in the context of the Services by Company, Company's Affiliates, employees, consultants or subcontractors, whether or not created in the performance of this Agreement, such as software, documentation, training or marketing materials, or any other materials, documents, drawings, technology,

skills, knowhow and information related to software, whether or not preceding the entry into force of this Agreement, shall be vested exclusively in or licensed to Company and/or Company's respective licensors, as the case may be. The performance by Company of Company's obligations under this Agreement shall not entail a transfer of any Intellectual Property Rights, industrial or other proprietary rights to Subscriber and the fees paid by Subscriber to Company shall not include any compensation for a transfer of any intellectual, industrial or other proprietary rights.

- 10.2. Subscriber shall take any and all actions necessary, and assign all rights as may be required, to ensure that all rights and title to Intellectual Property Rights as described in the previous clause will vest in Company. Company hereby accepts such assignment.
- 10.3. Unless explicitly agreed otherwise in writing by Company, Company grants Subscriber upon full and complete payment of the fees for a Subscription, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for the intended professional purposes for the Subscription Term.
- 10.4. Subscriber and its Users shall not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services; (ii) modify, translate, or create derivative works based on the Services; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iii) use or access the Services to build or support, and/or assist a third party in building or supporting, products or services competitive to Company; or (iv) remove any proprietary notices or labels from the Services.
- 10.5. Subscriber grants Company a worldwide, royalty-free, non-transferable, non-exclusive license to use Subscriber's name and logo on the Platform and Company's website. Company will not use such name and logo in any way which could be construed as inaccurate, untruthful, misleading or derogatory. Company is entitled to make reference to the fact that Subscriber is a subscriber to the Services in any marketing materials published through any marketing channel for the whole duration of the Agreement.

11. Confidentiality

- 11.1. Each Party acknowledges that it may be furnished, receive or otherwise have access to Confidential Information of the other Party in connection with this Agreement. The Receiving Party will keep the Confidential Information of the Disclosing Party confidential and secure and will protect it from unauthorised use or disclosure by using at least the same degree of care as the Receiving Party employs to avoid unauthorised use or disclosure of its own Confidential Information of a similar nature, but in no event less than reasonable care.
- 11.2. The Receiving Party may disclose Confidential Information of the Disclosing Party to any employee, officer, director, agent, contractor or representative who has a need to know the information for the purposes of this Agreement and who is bound to the Receiving Party to protect the confidentiality of the information in a manner substantially equivalent to that required of the Receiving Party. The Receiving Party may also disclose Confidential Information of the Disclosing Party to the Receiving Party's regulatory agencies and auditors provided they are made aware of the Receiving Party's obligations of confidentiality with respect to the Disclosing Party's Confidential Information and execute confidentiality agreements as required by this Agreement.
- 11.3. If any unauthorised disclosure, loss of, or inability to account for any Confidential Information of the Disclosing Party occurs, the Receiving Party will promptly notify the Disclosing Party and will cooperate with the Disclosing Party and take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation and any damage resulting from it and to prevent a recurrence of the violation.
- 11.4. If the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party in a manner not otherwise permitted by this Agreement, the Receiving Party will provide the Disclosing Party with prompt notice of the request (unless legally precluded from doing so) so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the Receiving Party must comply with the request, the Receiving Party may furnish that portion of the Confidential Information that it determines it is legally required to furnish.

- 11.5. Each Party's Confidential Information will remain the property of that Party. Nothing contained in this Agreement will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or license to the Confidential Information of the other Party. Any such obligation or grant will only be as provided by other provisions of this Agreement.
- 11.6. As requested by the Disclosing Party during the term of this Agreement, the Receiving Party will return or provide the Disclosing Party a copy of any Confidential Information of the Disclosing Party. When Confidential Information of the Disclosing Party is no longer required for the Receiving Party's performance under this Agreement, or in any event upon expiration or termination of this Agreement, the Receiving Party will return all materials in any medium that contain Confidential Information of the Disclosing Party or, at the Disclosing Party's election, destroy them. At the Disclosing Party's request, the Receiving Party will certify in writing that it has returned or destroyed all copies of the Disclosing Party's Confidential Information in the possession or control of the Receiving Party's or any of its Affiliates or subcontractors.

12. Liability and indemnity

- 12.1. Nothing in this Agreement shall exclude or limit either Party's liability for fraud or wilful or serious misconduct.
- 12.2. Unless explicitly stated otherwise in this Agreement, neither Party will be held liable for any indirect or consequential loss or damage suffered by the other Party or its Affiliates, such as any loss of data, profits, revenue, turnover, claims of third parties, moral or commercial damage, whether this loss or damage arises from a breach of contract or duty in tort.
- 12.3. To the extent allowed under applicable law, Company's total and aggregate liability on contractual grounds or in tort shall be limited to the lesser of: (1) the total amount paid or due by Subscriber for the Services during the twelve (12) months preceding the event giving rise to liability, or (2) 5.000 EUR.
- 12.4. Subscriber shall indemnify, defend and hold harmless Company from any damages, costs and expenses incurred by Company as a result of any third party claim that Subscriber Data, when used within the scope of this Agreement, infringes any law, regulation, right, including Intellectual Property Rights, trademark, or trade secret of any third party.
- 12.5. To the extent allowed under applicable law, neither Party shall be liable for any claim arising under this Agreement, unless it has received written notice of the claim within one (1) year of the other Party becoming aware of the circumstances giving rise to the claim. Company shall only be liable for damages that Subscriber proves are directly caused by a fault on the part of Company, which Subscriber itself could not avoid or mitigate and which Company does not remedy within thirty (30) days after receipt of a notice of default.
- 12.6. Within the limits provided in this Agreement, Company shall indemnify, defend and hold harmless Subscriber from any damages, costs and expenses incurred by Subscriber as a result of any third party claim that any component of the Services, when used within the scope of this Agreement, infringes or misappropriates any copyright, trademark, or trade secret of any third party; provided that Subscriber promptly notifies Company in writing of any such claim and promptly tenders the control of the defence and settlement of any such claim to Company at Company's expense and with Company's choice of counsel. Subscriber shall reasonably cooperate with Company in defending or settling such claim. If any component of the Services is either (A) subject of any claim for infringement and Company reasonably determines that infringement is likely or (B) if it is adjudicatory determined that there is infringement, then Company may, at its option and expense, (i) procure for Subscriber the right from such third party to use the Service component or (ii) replace or modify the Service component with other suitable and reasonably equivalent components so that the component becomes non-infringing. Company shall have no liability for any infringement arising from or caused by (i) the use or copying of any component by Subscriber after Company has issued a written notice to Subscriber requiring Subscriber to cease using such component, (ii) the use of the component in combination with any software or other component not provided by Company, and (iii) any version of the component for which any updates, fixes or revisions have been made available by Company to Subscriber if such infringement would have been avoided by the installation and use of such updates, fixes or revisions. This section states Company's entire obligation with respect to any claim regarding the intellectual property rights of any third party.

13. Term and termination

- 13.1. This Agreement commences upon Subscriber's acceptance of the Terms and shall continue for as long as Subscriber has an active Subscription.
- 13.2. Subscriber has the right to cancel a Subscription at any time through its Account on the Platform.
- 13.3. Without prejudice to Company's right to suspend Subscriber's use of the Services as set forth in clause 5.5 above, Company has the right to terminate the Agreement immediately, without prior recourse to a judge or incurring any costs when:
 - a. Subscriber commits a material breach of these Terms, the SME Terms or Service Provider Terms, as applicable, or of any laws or regulations which may apply to Subscriber's access to or use of the Services and Subscriber did not remedy such violation within three (3) Business Days after receiving a notice of default from Company via e-mail; or
 - b. Subscriber becomes insolvent or unable to pay its debts as they become due or Subscriber enters into or files (or has filed or had commenced against Subscriber) a petition, arrangement, application, action or other proceeding seeking relief or protection under applicable bankruptcy laws.
- 13.4. Unless otherwise agreed in writing by Company, when Company decides to discontinue one or more Services in whole or in part, which Company may do at any time, and thus decides to cancel Subscriber's corresponding Subscriptions, Subscriber will be reimbursed pro rata for the time of Subscriber's Subscription which has not yet lapsed. Any Subscription fees applicable before the date of cancellation will remain due. If Subscriber cancels a Subscription or if Company terminates the Agreement as outlined in clause 13.3 above, all fees for then on-going Subscriptions remain due and Subscriber is not eligible for any compensation or refund for parts of the Subscription Term not used.
- 13.5. Upon termination of the Agreement Subscriber will cease using any and all of Company's works and materials related to the Services encumbered with Intellectual Property Rights. Without prejudice to clause 9.2, Company shall delete all Subscriber Data within ninety (90) days after the Agreement has ended for whatever reason, to the extent that such Subscriber Data are not also part of another SME's or Service Provider's dataset on the Platform.
- 13.6. Termination of this Agreement, for any reason, will not affect any accrued rights or liabilities or payments due (including payment of the fees for all delivered Services up to the date of termination) or the coming into force or continuing in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after termination. 9, 10, 11, 12 and clause 15.6. shall survive and continue in full force and effect in accordance with these Terms notwithstanding the expiration or termination of this Agreement.

14. Applicable law and Dispute resolution

- 14.1. These Terms and all respective rights and obligations of the Parties under the Agreement shall be governed by and shall be construed in accordance with the laws of Finland, excluding the Vienna Convention on Contracts for the International Sale of Goods (CISG), and without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.
- 14.2. All disputes, controversies or claims between the Parties arising out of or in connection with the Agreement shall first be submitted to negotiation in good faith. Should the negotiation fail, each Party has the right to submit the dispute to the competent courts in Finland. Parties retain at all times the right to request and obtain preliminary or interim relief via court proceedings.

15. Miscellaneous

- 15.1. In case of Force Majeure Parties shall be relieved, for as long as the Force Majeure continues, from those of their obligations under this Agreement which have become impossible to comply with, provided that such Party promptly notifies the other Party in writing describing the Force Majeure and immediately resumes the performance of the obligations concerned when and to the extent that the Force Majeure is removed. Neither

Party shall be entitled to claim damages for any non-performance by the other Party of any of its contractual obligations resulting from Force Majeure.

- 15.2. These Terms, any applicable SME Terms or Service Provider Terms and Subscriber's order of the Subscription constitute the entire agreement between Subscriber and Company with respect to the subject matter and supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter. Subscriber's own terms and conditions, terms of sale, procurement or invoicing terms do not apply to the subject matter covered herein.
- 15.3. Company is an independent contractor providing the Services. Parties acknowledge and agree not to be in an agency or partner relationship and not to have any authority to represent one another as to any matters unless expressly authorized under the Agreement. Company may subcontract to third parties any part of the Services, including, but not limited to hosting, data centre, database and security services.
- 15.4. No failure to exercise or any delay in exercising any right, power or remedy by Company operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on Company unless made in writing.
- 15.5. Subscriber may not assign any of Subscriber's rights and obligations hereunder to another party without Company's written consent.
- 15.6. Company registers access to the Services for invoicing and security reasons. Company keeps an up-to-date log in which Company stores data relating to Subscriber's use of the Services. Subscriber agrees that this log provides evidence that access has been gained to the Services and that the Services have been used in a certain way, unless proof to the contrary.
- 15.7. If any provision in or any part of the Terms, the SME Terms or Service Provider Terms is or becomes invalid, non-binding or unenforceable, such provision will be severed from the Terms, the SME Terms or Service Provider Terms, while the remainder will remain in full force and effect, and Subscriber will negotiate with Company in good faith to replace the severed provision with a provision that achieves, to the greatest extent possible, the intent of the severed provision.

SME Terms and Conditions

All capitalized terms used in these SME Terms and Conditions have been defined in Article 1 of the RAMP Terms and Conditions.

These SME Terms only apply to the extent that Subscriber is an SME.

1. Publishing Digital Twin

- 1.1. To be allowed to publish a Digital Twin on the Platform, Subscriber is exclusively responsible to ensure that its Digital Twin:
 - a. refers to Subscriber's own factory, manufacturing line or manufacturing process, and does not, in any way, refer to the factory, manufacturing line or manufacturing process of a third party;
 - b. complies with applicable local, regional and international laws and regulations, including but not limited to, export laws, data protection laws, tax laws and cybersecurity laws;
 - c. is accompanied by the relevant usage terms and license conditions, notices and policies, to the extent applicable to the use of Subscriber's Digital Twin;
 - d. is made accessible and usable by Users and authorised Service Providers by (a) publishing on the Platform the necessary specifications and documentation, (b) providing support and (c) making available, and allocating access rights to, relevant API's, libraries, interfaces, repositories and other assets, as applicable, without prejudice to Company's obligations to provide the Services in accordance with the Terms;
 - e. does not rely for its publication on any services which Company does not explicitly offers or supports;
 - f. can be generated and published by procuring, installing, configuring and securing the necessary on-premise hardware and software and having sufficiently skilled staff available for such procurement, installation, configuration and securing. Company makes no representation, nor any commitments related to providing support for such procurement, installation, configuration or securing;
 - g. is free from defects and safe to use and operate;
 - h. is not meant, and shall not be used, to process personal data in the sense of Article 4 GDPR.
- 1.2. Upon publication of the Digital Twin, Subscriber shall make available on the Platform an end-user license agreement which sets forth the terms and conditions under which Service Providers are authorized to access and use the Digital Twin. Company can provide template end-user license agreements which Subscriber can tailor to use for such purposes, but it remains Subscriber's exclusive responsibility to publish the applicable end-user license agreement of its Digital Twins.
- 1.3. Without prejudice to Subscriber's obligations under clause 1.1 of the SME Terms, Company reserves the right to review and approve the Digital Twin for publication on the Platform. If a Digital Twin does not comply with the requirements set forth herein, Company has the right to request modifications or amendments to the Digital Twin or to refuse the publication of the Digital Twin on the Platform altogether. Any such decision shall be communicated to Subscriber via e-mail, explaining the reasons for the request or refusal. Subscriber shall not be entitled to a refund, whether in whole or in part, of the Subscription fees when Subscriber cannot use the Services due to Company's refusal of the Digital Twin in accordance with this clause.

2. Using Digital Twin

- 2.1. Subscriber shall provide the support required to allow selected Service Providers to use Subscriber's Digital Twin for the provision of Service Providers' solutions and/or services and shall ensure that the Digital Twin performs in accordance with Subscriber's published specifications. Any support offered by Company shall be limited to the use of Platform and associated Services only.
- 2.2. Without prejudice to Company's obligations for providing the Services:

- a. Subscriber shall be responsible for the development, configuration, implementation, management and security of the Digital Twin. Any security, vulnerability or penetration tests or assessments upon the Services are prohibited;
 - b. Subscriber shall take the necessary measures to ensure that any action or impact on, change or supplement to, or solution for, the Digital Twin does not have an immediate adverse impact on Subscriber's manufacturing operations;
 - c. Subscriber shall monitor that its Users and selected Service Providers use the Digital Twin in accordance with Subscriber's end-user license agreement, applicable Subscriber terms for such use, notices and policies and to take the appropriate action if a User or Service Provider does not comply;
 - d. Subscriber shall handle any concerns or complaints brought by its Users or selected Service Providers regarding the use of its Digital Twin;
 - e. Company is not responsible and cannot be held liable for any damage caused by SMEs or Service Providers to the Digital Twin, other Subscriber Data or any other infrastructure or assets owned and/or operated by Subscriber.
- 2.3. Without prejudice to Subscriber's obligations set forth herein, Company shall as part of the Services provide all commercially reasonable assistance to facilitate Subscriber's publication and subsequent use of its Digital Twin and shall ensure that all documentation, specifications, license terms, notices and policies related to the use of the Digital Twin can be published by Subscriber on the Platform.
- 2.4. Subscriber acknowledges and agrees that the Services are not meant for the sale or transfer of a Digital Twin to a third party, an SME or Service Provider.

3. Publishing calls

- 3.1. As part of the Services, Company offers functionality on the Platform which allows Subscriber to publish calls to search for solutions from specialist Service Providers. This functionality is not meant to ensure compliance with procurement laws or regulations or formal tendering processes, but is solely meant to offer SMEs an easy way to find such specialist Service Providers.
- 3.2. The content of the call, including its format, language, subject, currency, number of invited Service Providers and the tendering process are fully controlled by Subscriber. Company has no control over, and cannot be held responsible for, the accuracy, completeness or legality of the call or the call documents. Company does not, as part of the Services, provide support for the setup of a call or the identification of requirements.
- 3.3. Subscriber warrants to publish calls in a professional and sincere manner and not to use this functionality in a manner that is meant to damage, hurt or otherwise cause nuisance to Company, Service Providers and any third party. Subscriber shall among others not pretend to be interested in procuring services from Service Providers and engage in lengthy tendering procedures when Subscriber already knows that it will not procure such service from these Service Providers.
- 3.4. Subscriber understands and agrees that calls Subscriber publishes shall be visible to Company and to Service Providers. Company reserves the right, but is not obliged, to recommend certain Service Providers which Company considers suitable for the call. Any such recommendation is purely informative, does not relieve Subscriber from normal vendor due diligence practices, and Company does not provide any guarantee regarding the quality of services provided by such recommended Service Providers.
- 3.5. Subscriber understands and agrees that any indication of a Service Provider's willingness to participate to a call shall not be construed as a binding obligation for the Service Provider to submit a final offer nor as a binding commitment to provide services to Subscriber.

4. Contracting with Service Providers

- 4.1. It is Subscriber's exclusive responsibility to follow up on any tenders made by Service Providers in response to a call. When Subscriber selects the Service Provider which issued the winning tender, Company shall inform

the Service Provider. Selection by Subscriber and notification by Company cannot be construed as the conclusion of an agreement for services between Subscriber and Service Provider.

- 4.2. All Intellectual Property Rights, industrial and other proprietary rights related to documents, works, materials and other information provided by a Service Provider to Subscriber via the Platform in response to a call, are and shall remain the property Service Provider and its licensors, unless agreed otherwise by such Service Provider in writing. Nothing in the Agreement shall be construed as transferring any right or title in relation to such documents, works, materials or other information from Service Provider to Subscriber. Subscriber shall treat all these documents, works, materials or other information as Confidential Information and shall not share it with any other Service Provider or third party.
- 4.3. It is up to Subscriber and Service Provider to conclude an agreement between them, to which Company will not be a party in any way. While Company can provide template agreements which Subscriber can use, Company does not intervene in the drafting, exchange and execution of the agreement between Subscriber and Service Provider. It is Subscriber's responsibility to tailor any such template to its situation and ensure that an agreement is executed between Subscriber and Service Provider.

5. Subscription and fees

- 5.1. The Subscription Term and the fee for each Subscription for SMEs shall be communicated by Company via the Platform.
- 5.2. Subscriptions do not renew automatically, unless explicitly stipulated otherwise by Company on the Platform. It is Subscriber's responsibility to renew its Subscription in a timely manner to ensure continuation in the provision of the Services.
- 5.3. Subscriber can place its order for a Subscription via the Platform. Unless explicitly stipulated otherwise by Company on the Platform, Subscription fees shall be invoiced and are payable before the Subscription Term commences.
- 5.4. Upon termination or cancellation of a Subscription, Subscriber shall ensure that all Subscriber Data has been downloaded and copies have been made. Subscriber can request Company to assist with the downloading of Subscriber Data and/or the transfer of Subscriber Data, in particular a Digital Twin, to a different environment. Company shall not unreasonably deny such request for assistance and shall render such assistance at a price to be agreed between the Parties.

Service Provider Terms and Conditions

All capitalized terms used in these Service Provider Terms and Conditions have been defined in Article 1 of the RAMP Terms and Conditions.

These Service Provider Terms only apply to the extent that Subscriber is a Service Provider.

1. Service Provider profile

- 1.1. When registering on the Platform, Subscriber can make a dedicated profile page with its logo, trade name and a link to its website to advertise its services to SMEs. Subscriber understands and agrees that Company shall, at its own discretion, add Subscriber to the appropriate category of Service Providers on the Platform.
- 1.2. The structure, style and format of the profile page and the way in which Service Providers are categorised are determined exclusively by Company. Company reserves the right to change such structure, style, format and categorisation at its own discretion and from time to time.
- 1.3. The information which Subscriber provides for its profile page shall not be construed as Confidential Information and Company can make this information publicly available for SMEs and other Service Providers on the Platform. Subscriber grants Company the right to create (a) a link on the profile page to Subscriber's website as well as (b) a deeplink on the profile page to those pages on Subscriber's website where the relevant services of Subscriber are promoted.
- 1.4. Company does not guarantee that Subscriber's profile page will, in whole or in part, be visible to the whole base of SMEs active on the Platform.
- 1.5. While the creation and publication of a profile page are currently free of charge, Company reserves the right to change to a remunerated business model in the future. In the event the profile page becomes a remunerated service, Subscriber will be alerted beforehand, and Subscriber will be given the opportunity to have the profile page removed if Subscriber does not agree with the applicable fees for such Services.

2. Offering services

- 2.1. Subscriber understands and agrees that calls published on the Platform are the exclusive responsibility of the publishing SME. Subscriber can express its provisional interest in responding to the call via the Platform. Whether or not Subscriber is selected to proceed to the tendering process, the conditions, deadlines, phases, management, follow-up, allowed participants and eligible tenders in relation to such process are the sole and exclusive responsibility of the publishing SME.
- 2.2. Although Company sends notifications of communications between Subscriber and publishing SMEs via e-mail, it is Subscriber's responsibility to regularly check its account on the Platform to check whether there are new messages from the publishing SME. Company is not responsible and cannot be held liable for any missed opportunities due to Subscriber's belated response to a call from a publishing SME.
- 2.3. Subscriber warrants to participate to calls in a professional and sincere manner and not to use this functionality in a manner that is meant to damage, hurt or otherwise cause nuisance to Company, the publishing SME and any third party. Subscriber shall among others not pretend to be interested in participating to a call from a publishing SME and engage in lengthy tendering procedures when Subscriber already knows that it does not have the capabilities, capacities, resources or availabilities required to provide the requested services.
- 2.4. Subscriber understands and agrees that a mere indication to participate to a call shall not be construed as a binding offer for providing services to the publishing SME.

- 2.5. Subscriber can only respond to calls on its own behalf and not on behalf of another service provider. Unless explicitly stipulated otherwise in the call documents, Subscriber can work with subcontractors when participating to a call.
- 2.6. All questions regarding a call must be addressed to the publishing SME directly. Company shall not mediate or act as a go-between in the context of a specific call. Company does not, as part of the Services, assist Subscriber in preparing, drafting or submitting a tender to a specific call. Subscriber acknowledges and agrees that the formal and substantial validity of a tender, as well as the accuracy, truthfulness and legitimacy of such tender is Subscriber's sole and exclusive responsibility.
- 2.7. All Intellectual Property Rights, industrial and other proprietary rights related to documents, works, materials and other information provided by a publishing SME to Subscriber via the Platform as part of a call, are and shall remain the property of the publishing SME and its licensors, unless agreed otherwise by such publishing SME in writing. Nothing in the Agreement shall be construed as transferring any right or title in relation to such documents, works, materials or other information from publishing SME to Subscriber. Subscriber shall treat all these documents, works, materials or other information as Confidential Information and shall not share it with any other SME, Service Provider or third party unless explicitly allowed by the publishing SME.
- 2.8. Subscriber's documents, works, materials and other information provided as part of a tender shall be construed as Subscriber Data and as Confidential Information. Subscriber authorises Company to disclose the tender documents upon instruction of Subscriber via the Platform to the publishing SME.
- 2.9. During the tendering process the publishing SME can decide to grant Subscriber access to the SME's Digital Twin. Subscriber shall comply with the license terms and conditions, instructions, notices and policies made available by the publishing SME for the access to and use of its Digital Twin. Subscriber understands and agrees that all Intellectual Property Rights, industrial and other proprietary rights related to the Digital Twin and its appurtenances are and shall remain the property of the publishing SME and its licensors, unless agreed otherwise by the publishing SME in writing. Access granted to the Digital Twin is personal and cannot be shared with third parties which have not registered as Service Provider on the Platform and have not been granted access by the publishing SME. Access granted to the Digital Twin is solely for the purposes of participating to a call and/or providing services to the publishing SME.
- 2.10. Successful submissions of a tender are confirmed via e-mail and on the Platform. In case of a technical error during the submission process, Subscriber should contact Company's helpdesk immediately. Any other questions or issues related to a call, are to be addressed to the publishing SME. Subscriber is strongly advised to allow for an adequate margin of time when submitting a tender to a specific call to avoid missing deadlines set by the publishing SME. Company is not responsible and shall not be liable for Subscriber missing such deadlines.

3. Results of the tender

- 3.1. When the publishing SME accepts or refuses Subscriber's tender or cancels the tendering process, which the publishing SME may do at any time, Subscriber will receive confirmation of such acceptance, refusal or cancellation through Subscriber's account on the Platform and via e-mail. The publishing SME can also choose other mechanisms to inform Subscriber of the decision. Acceptance by publishing SME on the Platform and notification thereof by Company cannot be construed as the conclusion of an agreement for services between Subscriber and Service Provider.
- 3.2. If Subscriber has questions regarding the decision or if Subscriber wishes to appeal the decision, Subscriber herewith acknowledges that Company does not in any way intervene in the decision of the publishing SME or any outcome of the tendering procedure. Subscriber will direct such questions or appeal at the publishing SME directly. Company will not forward any questions Subscriber sends Company regarding the publishing SME's decision to the publishing SME.
- 3.3. It is up to Subscriber and publishing SME to conclude an agreement between them, to which Company will not be a party in any way. While Company can provide template agreements which Subscriber can use, Company does not intervene in the drafting, exchange and execution of the agreement between Subscriber and

publishing SME. It is Subscriber's responsibility to tailor any such template to its situation and ensure that an agreement is executed between Subscriber and publishing SME.

- 3.4. Subscriber shall upload a copy of the concluded agreement with the publishing SME and, to the extent applicable, a copy of the corresponding purchase order for the provision of services to the publishing SME. Company reserves the right to access the agreement and the purchase order for the sole purpose of calculating the fees due for the Subscription.
- 3.5. When the provision of services to the publishing SME requires access to the publishing SME's Digital Twin, clause 2.9 of these Service Provider Terms shall apply mutatis mutandis.

4. Subscription and fees

- 4.1. The Subscription Term shall be of indefinite duration and shall continue until Subscriber cancels its Subscription by closing its account.
- 4.2. Fees for a Subscription are only due in the event that Subscriber has tendered successfully to a call. Subscriber shall not circumvent the payment of the fees by agreeing with the publishing SME to take the final stages of the tendering process offline and pretending that the tendering process has not been concluded successfully. Such circumvention shall be construed as fraud on the part of Subscriber.
- 4.3. The fees for a Subscription are calculated as a percentage of the value of the contract concluded between Subscriber and publishing SME. The amount of the fees shall be communicated by Company via the Platform at the latest when Subscriber registers for an account.
- 4.4. Company reserves the right to change the fees from time to time at its own discretion, but any such change shall only apply for the next call to which Subscriber participates.
- 4.5. Company can invoice the fees for the Subscription upon confirmation of a successful tendering by Subscriber. Subscriber shall provide Company without undue delay with a copy of the agreement with the publishing SME and the purchase order in accordance with clause 3.4 of these Service Provider Terms to calculate the fees to be invoiced.