

## **TERMS AND CONDITIONS FOR OUNET SERVICE USE 2024**

23.2.2024

## Definitions

**Ounet service**, which is the object of the Agreement, is a software service implemented via an Ounet server. The Ounet service also means, where applicable, other software offered by Ouman for the Customer's use, agreed upon in the Ounet User Agreement or another contract between the Customer and Ouman, which include reference to these terms and conditions regarding the use of the Ounet service.

**Customer** means a party which has made an agreement concerning the use of the Ounet service. The Customer may be a company, a community or an authority. The Customer is also a User of the Ounet service.

**A User** is a person who has registered as an Ounet service user.

**Ounet User Agreement** is a signed agreement between Ouman Oy ("**Ouman**") and the Customer. Ounet User Agreement and these terms of use, including any appendices, jointly form an agreement ("**Agreement**") between the Customer and Ouman. The Agreement defines the Customer's rights to use the Ounet service.

**Purpose of use** means the purpose of use of the Ouman service as defined in the Ounet User Agreement.

**Product card** means a document where each Ounet service is described in detail.

## OUNET SERVICE TERMS OF USE

This document describes the terms and conditions regarding the use of the Ounet service (hereinafter "**terms of use**") produced, using Ounet servers, for the Customer. By entering the registration information and clicking the "Create account" button, the Customer/User accepts and agrees to comply with the Ounet service terms of use. The Customer also accepts and agrees to observe these terms of use by signing a written Ounet User Agreement on the use of the Ounet service.

If the Parties to the Agreement have agreed in the Ounet User Agreement or another contract between the parties that Ouman will deliver an Ouman 3G subscription to the Customer, the terms of delivery and special conditions for Ouman 3G subscriptions, appended to the Agreement, will apply the 3G subscription. The terms of delivery and special conditions for Ouman 3G subscriptions apply, where applicable, to other communication services provided by Ouman to the Customer.

If the Parties to the Agreement have agreed in the Ounet User Agreement or another contract between the parties that Ouman will deliver to the Customer an Ouman Heat Master service, the terms of use for the Ouman Heat Master service, appended to the Agreement, will apply the Ouman Heat Master service.

The terms and conditions for Ouman services in force are also available at <http://ouman.fi/dokumenttipankki>.

## DESCRIPTION OF THE OUNET SERVICE

Ouman offers an Ounet remote control service for customers. The content of the Ounet service is described in a product card that is specified separately for each service. The level of the Ounet service is described in the service level document appended to these terms of use.

The use of the Ounet service requires that the Customer obtains all necessary equipment for remote control, which enables the Customer to connect the devices to the Ounet service. The Customer must also obtain the necessary Internet connections and pay the fees related to them.

The Customer agrees to provide exact and correct registration data when the Ounet service requests it. The Customer and each User also agrees to keep the registration data up to date. Ouman has the right to terminate the User's account and access right to the Ounet service if the registration data provided by the User is incorrect.

## CHANGES TO THE OUNET TERMS OF USE

Ouman reserves the right to amend these terms of use, as well as the appended service-specific special conditions. The Customer must actively monitor the terms of use. Compliance with the terms of use in force is a prerequisite for the use of the Ounet service and any accessory services. The terms of use in force can be found in the Ounet service and on the Ounet website. The Customer should note that active use of the Ounet service automatically means that the Customer accepts the terms of use valid at the time and agrees to comply with them.

The price of the Ounet service is defined in the Ounet User Agreement. Value added tax is added to the prices. The monthly fee for the Ounet service is invoiced every twelve (12) months in advance. The payment term is fourteen (14) days net from the date of the invoice. Penalty interest is determined on the basis of the Interest Act.

Ouman has the right to change the price of the Ounet service by announcing the changed price in Ouman's product price list. The price of the Ounet service can be revised annually in accordance with the valid product price list, for each billing period separately. If the Customer does not accept the price increase, the Customer has the right to terminate the Agreement on the effective date of the price change by notifying Ouman at least thirty (30) days after the effective date.

### **CHANGES TO THE SERVICE, SERVICE MAINTENANCE AND UPDATES**

Ouman aims to inform the Customer of maintenance operations and upgrades to the Ounet service, but reserves the right to make urgent upgrades to the Ounet service without notifying the Customer in advance. The Ounet service may occasionally be unavailable due to maintenance or upgrading operations. For clarity's sake, it is noted that Ouman has the right to create and/or assign user rights to its employees for the purpose of Ounet service provision.

Ouman reserves the right to modify the Ounet service or terminate it. Ouman is not responsible for any damage or inconvenience experienced by the Customer, User or third parties, should Ouman decide to modify the Ounet service or to terminate it.

### **DATA PROTECTION**

Ouman complies with the Finnish Data protection act (1050/2018, as amended) and the General Data Protection Regulation (**GDPR**) (EU) 2016/679 in the processing of personal data. The privacy statement of the Ounet service is available on Ouman's website, and as an appendix to the Agreement. The Customer is responsible for ensuring that it, as a controller of personal data, has an appropriate privacy policy in place.

The Customer is a controller of personal data as referred to in the Finnish Personal Data Act and the GDPR, and Ouman a processor of personal data. The parties have entered a separate personal data processing agreement ("**DPA**"), whose terms and conditions apply to the Agreement and any processing of personal data taking place within the framework of the Agreement. The DPA can be made either in writing, with signatures of both parties, or, alternatively, the Customer can approve, using the Ounet service, a DPA added by Ouman to the Ounet service.

The Customer is responsible for ensuring that Ouman has the right to process the personal data processed in connection with the implementation of the Ounet service in accordance with the purpose of the Agreement, including measurement and other data, as well as alarms. Ouman must notify the Customer of any data security breach without undue delay after becoming aware of it. If the Customer discovers a data security breach, it must notify Ouman without undue delay.

### **USER ACCOUNT, PASSWORDS AND THEIR SAFETY**

In connection with registration, the User receives a user account and password for the Ounet service. The User may change the password at any time. The User is obligated to carefully store the customer-specific identifiers and passwords (hereinafter jointly "**Credentials**") related to the use of the Ounet service. The Credentials must not be handed over to third parties. The User agrees to immediately inform Ouman and Customer if the Ouman service's operational safety is endangered or the User detects unauthorised use of the Ounet service. The User is obligated to immediately inform Ouman and Customer if its Credentials have disappeared or ended up with a third party. The User is responsible for all use of the Ounet service with its Credentials, until Ouman has a chance to remove the Credentials from use as a result of the notification by the User.

Ouman has the right to change any passwords it suspects are being used by a third party or it believes may be used in breach with the terms and conditions of the Agreement.

Ouman has the right to use the information and results generated in connection with the provision of the Ounet service for the development of its own business, excluding personal data that is covered by personal data protection legislation.

## **OUMAN'S OBLIGATIONS**

Ouman agrees to keep the Ounet service accessible for use by the Customer in accordance with the Agreement and to fulfil its obligations under the Agreement with care and in the agreed schedule. Ouman is responsible for correcting possible errors in the service that prevent use, but not for direct or indirect damages that may be caused by errors.

## **CUSTOMER'S OBLIGATIONS**

The Customer agrees to comply with the applicable legislation when using the Ounet service. The Customer is also responsible for the Ounet service being suitable for the Customer's purpose of use. The Customer has the right to use the Ounet service and its content only for the defined purpose of use, and the Customer agrees to use the Ounet service and Ounet website at its own risk. The Customer itself is fully responsible for the content and materials it imports or creates within the Ounet service. The customer agrees to operate in such a way that customer does not interfere with or prevent the operation of the Ounet service by abusing the system, or in any other way by loading the system from outside it in a way that deviates from the normal use of the system. The customer undertakes to comply with the requirements of the security and network solutions required of the devices and data networks in order for the device to be connected to the Ounet service. The Customer agrees not to use the Ounet service for distributing information without the consent of the owner of the information. The Customer agrees not to send any illegal, offensive, threatening, dangerous or otherwise inappropriate content over the Ounet service. The Customer agrees not to interfere with the other Ounet service users' use of the service and not to disturb the other Ounet service users' use of the service. If necessary, Ouman may block the use of the service or terminate the Customer's Ounet service provision if the Customer does not comply with the terms of use of the service.

The Customer is responsible for ensuring that the Users using the Ounet service under the Agreement between Ouman and the Customer comply with these terms of use.

## **CONFIDENTIALITY**

The Parties to the Agreement agree to keep confidential and not use for any other purpose than for the purpose of the agreement any information received on the basis on this agreement that may be regarded or understood to be trade secrets or any information that is specifically defined by a Party as a trade secrets.

The confidentiality obligation does not, however, apply to such material or information that the Party to the Agreement receiving the information is obligated to reveal by virtue of legislation or because of a court ruling or a decision by an authority.

The confidentiality obligation will continue for two (2) years after the expiry of the Agreement.

## **LIMITED WARRANTY**

Ouman aims to use reasonable means in the normal situations of the Ounet service to keep the operation of the system as reliable, uninterrupted, timely, error-free and secure as possible, but does not guarantee this. Ouman does not guarantee that the Ounet service meets the Customer's requirements and does not guarantee the correctness or reliability of the information obtained through the Ounet service.

The Customer understands and agrees that the use of any material received through the Ounet service happens at the risk and discretion of the Customer. The Customer also accepts that it is fully responsible for any damage to the Customer's hardware, data systems and computers that the use of the Ounet service may cause.

## **LIMITATION OF LIABILITY**

Ouman is not responsible for any damage (direct or indirect), harm or other losses which may result from the use of the Ounet service or from not having the Ounet service available. Ouman is not responsible for any infringement of intellectual property rights which may result from the Customer using the Ounet service.

#### **FORCE MAJEURE**

Ouman is not responsible for disturbances or interruptions to operations which are attributable to causes beyond Ouman's control and which Ouman cannot reasonably be expected to have taken into account at the time of entering the Agreement, and the consequences of which Ouman could not have reasonably been able to avoid or prevent. Such causes include natural disasters, extensive power failures, line breaks, interruptions in internet and mobile phone connections, data security attacks, strikes, lock-outs and official orders.

Force majeure encountered by Ouman's subcontractor is considered a basis for release if subcontracting cannot be procured from elsewhere at a reasonable cost and without substantial waste of time.

A Party to the Agreement must without delay notify the other party in writing of a force majeure and of a force majeure ending.

#### **INTELLECTUAL PROPERTY RIGHTS**

The Ounet service and its related software and documentation are works protected by intellectual property rights and international agreements, all the intellectual property rights for which belong to Ouman or third parties. Ouman reserves all the rights to the Ounet service, notwithstanding the user rights specifically granted in this Agreement.

Once the Customer has fulfilled its payment obligation under the Agreement, Ouman will grant the Customer the right to use the Ounet service in its internal operations. The right granted is not transferable and contains no exclusive rights. The Customer has no right to sell, transfer or relicense its Ounet service to third parties.

For the sake of clarity, it is stated that the Customer is entitled to grant and receive access rights to the target properties and users registered in the service within the Ounet service, which is part of the normal use of the Ounet service.

#### **VALIDITY AND TERMINATION OF AGREEMENT**

The provision of the Ounet service begins when the Ounet User Agreement between the Customer and Ounet has been signed. The Agreement will be valid as specified in the Ounet User Agreement.

Each Party to the Agreement has the right to terminate the Agreement, if the other Party can be considered to have substantially breached the Agreement and has failed to rectify its operations within one (1) month of receiving a written notification of the failure or if the other Party to the Agreement is placed into receivership or declared bankrupt or is otherwise verifiably insolvent.

A failure to pay matured service fees for a period of at least three (3) months constitutes a substantial breach of agreement and entitles Ouman to either terminate the Agreement as described above or, at its discretion, suspend the Ounet service after one (1) month of issuing a written reminder to the Customer, until the delayed payments have been made.

Ouman is not liable for any harm or damage incurred by the Customer or a third party as a result of the termination of agreement. The Customer's right to use the Ounet service ends immediately after the notice period.

#### **TRANSFER OF AGREEMENT**

The Parties to the Agreement have no right to transfer the Agreement or any rights or obligations arising from it to a third party without the written consent of the other Party. However, both parties have the right to transfer the Agreement partly or in full to their group company or, in connection with the transfer of a business or a part thereof, or a similar business arrangement, to a third party.

## **NOTIFICATIONS**

All notifications to the Parties to the Agreement are sent by email.

## **ADVERTISEMENTS**

The Ounet service can include links to websites of advertisers, sponsors and business partners. Ouman is not responsible for the content of websites of such third parties or the use of these websites.

Neither is Ouman responsible in any way for any correspondence or other activity of any User of the Ounet service within the Ounet service.

## **INTERPRETATION OF THE LAW ACCORDING TO FINNISH LEGISLATION**

Finnish law is applied to the Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, which cannot be otherwise settled, will be finally settled by arbitration in accordance with the Arbitration Act (1992/967, as amended) in Helsinki. The number of arbitrators is one. If the Parties cannot agree, within 14 days of making a request for the appointment of an arbitrator, on who the arbitrator should be, the arbitrator will be appointed by the Arbitration Committee of the Central Chamber of Commerce.

## **APPENDICES**

The Agreement includes the following appendices that apply unless otherwise indicated in the Agreement.

- Ounet Nettivalvomo – product card of the service
- Ounet Sääkompensointi – product card of the additional service
- OumanAPI – interface service – product card of the additional service
- Service level of the Ounet service

**Ounet Nettivalvomo – product card of the service:**

Ounet Nettivalvomo is a service that must be activated in the site added to the Ounet service if the functions of the site are to work. The Ounet Nettivalvomo service can be activated for an Ounet site if there is a valid Agreement with Ouman for the use of the Ounet service.

Nettivalvomo – service includes the following properties:

- Maximum number of device points 3000 points
- Modbus-TCP/IP communication to devices
- Routing of alarms via the Ounet service to users via e-mail and SMS messages
- Transaction log of transactions at the site (24 months)
- Alarm log of site alarms (24 months)
- Saving history data for a maximum of 600 points (36 months)
- Functionalities in the following Ounet site functions
  - Data
  - Diagrams
  - Transactions
  - User rights
  - Alarms (active alarms, alarm history, alarm routing, alarm routing groups)
  - Devices (devices, device points, programme points, system points)
  - Trends
  - Calendar (calendar, tasks, diary, notes)
  - Reports
  - Services

The price of the Ounet Nettivalvomo – service is specified in the valid price list.

**Ounet Sääkompensointi – product card of the additional service:**

Ounet Sääkompensointi - additional service is a service that must be activated in a site added to the Ounet service, if the weather forecast points produced by Vaisala are to be used at the site. Ounet Sääkompensointi - additional service is property-specific and the service may only be used in the Ounet site for which it is activated. Ounet Sääkompensointi - additional service can be activated for the Ounet site if there is a valid Agreement with Ouman for the use of the Ounet service.

Ounet Sääkompensointi – additional service includes the following properties:

- The use of weather forecast points (0h - +48h) produced by Vaisala in the Ounet service
  - The weather forecast points are data produced by Vaisala Oyj
  - Ouman Oy is not responsible for the values produced by weather forecast service points
  - Ouman Oy is not responsible for the number/quality of points obtained through the weather forecast service
  - Ouman Oy is not responsible for the measuring stations used in the weather service or their availability

The price of the Ounet Sääkompensointi – service is specified in the valid price list.



### **OumanAPI – interface service – product card of the additional service:**

The interfaces of the OumanAPI service share the property condition, process, and quantity measurement data in Ouman's building automation system and receive predefined messages in machine-readable form. Alarm and event logs cannot be read through the service.

The service is owned by Ouman Oy and the data source is the data warehouse collected and maintained by Ouman, where the Customer's data is located. The purpose of the interface is to serve Ouman Customer applications.

Technical implementation:

The OumanAPI interface service is a REST-type interface provided by Microsoft Azure that returns responses in JSON format. The interface has user- and product-specific key-based authentication, and all communication takes place over HTTPS.

The service will be implemented on a property-by-property basis in accordance with a separate agreement, and will only be available to users specified by the Customer.

The price of the OumanAPI interface service is described in a separate price list.

## SERVICE LEVEL OF THE OUNET SERVICE

This document describes the level of usability of the Ounet service maintained by Ouman, as well as the quality of service maintenance measures.

### Service usability:

- The aim is to keep the Ounet service usable 24/7,
  - excluding installation, modification and maintenance measures and sudden interruptions.
  - In order that the Ounet service is able to connect with devices and communicate information between the Ounet service and the devices (such as measurement data, controls, alarm messages, SMS messages), the telecommunication connections between the devices and Ounet must be functional.

### Service installation, modification and maintenance operations:

- Ouman may carry out planned installation, modification and maintenance operations of the Ounet service by notifying the customers about them in advance.
  - The notification is given on the Ounet service's front page.
  - Planned installation, modification and maintenance operations are carried out mainly during weekdays between 8am and 4pm.
- Ouman may carry out installation, modification and maintenance operations that it considers critical for the Ounet service by notifying the customers about them in advance.
- The Ounet service may be occasionally out of service due to installation, modification and maintenance operations, but Ouman aims to ensure that any interruptions to the service do not cause unreasonable inconvenience. The aim is to keep any installation, modification and maintenance operations as short as possible.
- When the Ounet service is not available, measurement and control data cannot be communicated between the Ounet service and the devices, nor does the Ounet service store trend data from the devices.
- Ouman cannot affect the operation of third parties' systems (including telecommunications connections) or any installation, modification and maintenance measures that may affect the operation of the Ounet service. Ouman aims to inform customers in advance of any third party measures that could impact the Ounet service, where this is possible.