

FRAMERY CONNECT TERMS OF SERVICE

1 GENERAL

- 1.1 These Framery Connect Terms of Service govern the Customer's use and Framery's provision of Framery Connect. The provision and purchase of Framery's Products are set out in the General Terms and Conditions of Sale <https://www.frameryacoustics.com/en/general-terms-and-conditions-of-sale/>.
- 1.2 Customer's use of Framery Connect may be subject to a separate subscription order. By placing a subscription order or otherwise commencing the use of Framery Connect, you agree to the Terms of Service, which form a legally binding contract between us and your organization. Ensure you have the proper authorization; otherwise, do not accept these terms or commence the use of Framery Connect.
- 1.3 These Framery Connect Terms of Service, including any applicable fees, are valid until further notice and may change upon Framery's discretion from time to time. The latest version of Framery Connect Terms of Service is available on Framery Connect website <http://connect.frameryacoustics.com/>. If the Customer does not agree to the changes made to the Framery Connect Terms of Service, the Customer may terminate the use of Framery Connect following the termination terms.
- 1.4 Framery may offer a mobile application or other functionalities usable by individual users of the Customer, that may require such individual users to set up personal accounts. The use of such functionalities or mobile application may be subject to a separate end-user license agreement or service agreement. The right to use such functionalities or mobile application shall lapse upon the termination or expiry of the Customer's right to use Framery Connect.
- 1.5 By accepting these Terms of Service, the Customer represents and warrants that it is not (i) subject to asset freeze sanctions, such as by inclusion on the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Office of Foreign Assets Control, or the consolidated lists of asset freeze targets published by the UN, EU, or UK, nor is it owned or controlled by any such person(s) whether individually or collectively; (ii) organized or headquartered in a country or territory subject to comprehensive geographic sanctions imposed by the U.S. Government or owned or controlled by any such person; or (iii) subject to other similar sanctions or restrictions imposed by any other international authority that enforces similar sanctions regimes. Furthermore, the Customer represents and warrants that it complies with local laws and regulations and acts in compliance with human rights in the spirit of internationally recognized social and ethical principles.

2 DEFINITIONS

- 2.1 In these Framery Connect Terms of Service, the following terms shall have the following meanings:
- 2.1.1 "Authorized User" shall mean an employee of the Customer authorized by the same to use Framery Connect.
- 2.1.2 "Contract" shall mean any contract under which the Customer has purchased Products, regardless of whether the Products have been purchased directly from Framery or indirectly through a distributor.
- 2.1.3 "Customer" shall mean the company, entity, or individual using Framery Connect.
- 2.1.4 "Framery" shall mean Framery Oy and, when the context shall require, its affiliates.
- 2.1.5 "Framery Connect" shall mean the management system of certain applicable Products, which is offered by Framery to the Customer as a Software as a Service (SaaS), and through which the Authorized Users of the Customer can access, administer, and maintain the reservation system and other functionalities.
- 2.1.6 "Party"/"Parties" shall refer to Framery and/or the Customer, as the case shall be.
- 2.1.7 "Product" shall mean Framery's smart feature equipped goods, whether purchased directly from Framery or indirectly through a distributor and whether purchased in connection or separately with Framery Connect.

3 USE OF FRAMERY CONNECT

- 3.1 Subject to the Customer's due payment of the applicable fee for Framery Connect, if any, Framery provides Framery Connect to the Customer and the Customer receives a limited, non-exclusive, non-transferable, and non-sublicensable right to use Framery Connect in the form offered by Framery from time to time solely for the purposes set out in these Framery Connect Terms of Service. Copyright and all other intellectual property rights in Framery Connect shall remain the sole property of Framery and/or its licensors.
- 3.2 The Customer has the right to stop using Framery Connect at any time. For the sake of clarity, no payments, if any, made by the Customer to Framery for the use of Framery Connect are refunded.
- 3.3 To use Framery Connect, the Customer must create a customer account by following the registration instructions in Framery Connect. The Customer shall ensure that any Framery Connect account credentials and equivalent information required to access the Customer's account are kept confidential and used in a

secure manner not accessible by third parties. The Customer shall make sure that only Authorized Users are given access to Framery Connect.

- 3.4 Where it is suspected that an unauthorized person has become aware of Customer's account credentials or has access to the account of the Customer, the Customer shall immediately inform Framery thereof. The Customer shall keep the account information up to date and be responsible for any use of Framery Connect and any activity under the Customer's account.
- 3.5 The Customer is responsible for obtaining and maintaining any devices or equipment (such as computers) and connections needed for access to and use of Framery Connect and all charges related thereto.
- 3.6 The Customer is responsible for ensuring that it has the right to transfer the personal data of its Authorized Users to Framery Connect and Framery for the purposes of these Framery Connect Terms of Service. The Parties have concluded a data processing agreement attached hereto as Annex 1 for Framery's processing of the Customer's personal data as a processor. Framery processes any personal data collected from the Customer in accordance with Framery Privacy Notice <https://connect.frameryacoustics.com/privacy>.
- 3.7 The Customer and the Authorized User are not permitted to and not entitled to permit others to do any of the following:
- 3.7.1 copy, alter, modify, distribute, rent, sublicense, or lease Framery Connect or otherwise make it available to or grant access to third parties without the prior written consent of Framery;
- 3.7.2 circumvent or try to circumvent any usage control or anti-copy functionalities of Framery Connect;
- 3.7.3 reverse engineer, decompile, translate, or create derivative works from or based upon Framery Connect or access the source code thereof, except as permitted by law;
- 3.7.4 probe, scan, or test the vulnerability of Framery Connect;
- 3.7.5 use Framery Connect in violation of applicable law;
- 3.7.6 use Framery Connect in ways that violate intellectual property rights, business secrets, or privacy rights of third parties; or
- 3.7.7 use Framery Connect to transmit any material that contains adware, malware, spyware, software viruses, worms, or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment, or use or attempt to use another person's personal Framery account, without consent of that other person.
- 3.8 Framery is entitled to suspend the Customer's or Authorized User's use of Framery Connect with immediate effect if: (i) the Customer or Authorized User abuses Framery Connect or causes any harm or detriment to the use of Framery Connect, (ii) Framery has a reasonable belief of fraudulent acts by the Customer when using Framery Connect, or (iii) Customer otherwise fails to comply with Customer's obligations arising from these Framery Connect Terms of Service.
- 3.9 The Customer shall indemnify Framery against all damages, claims, costs, and expenses arising out of any use of Framery Connect contrary to these Framery Connect Terms of Service.
- 3.10 The Customer acknowledges that Framery Connect may include software components that are covered by various open-source licenses ("Open-Source Components"). To the extent required, the relevant open-source license terms shall apply to any such Open-Source Components and the Customer shall follow such terms. To the extent the specific terms of the open-source license applicable to Open-Source Components prohibit any of the restrictions in these Framery Connect Terms of Service concerning such Open-Source Component, such restrictions will not apply to such Open-Source Component.

4 CONFIDENTIALITY

- 4.1 "Confidential Information" means any information and material disclosed by the Parties to each other that has either been marked as confidential or which should be understood to be confidential.
- 4.2 The Parties shall keep in confidence all Confidential Information from any third parties. The Parties shall use the Confidential Information only for the purposes mentioned in these Terms of Service ("Purpose").
- 4.3 The Parties shall have the right to a) copy Confidential Information only to the extent necessary for the Purpose; b) disclose Confidential Information only to those employees who need to know Confidential Information for the Purpose; and c) disclose Confidential Information to its advisors and subcontractors provided that they are bound by confidentiality provisions at least as restrictive as contained in this Section.
- 4.4 These confidentiality obligations do not apply to information that the receiving party can document a) is or becomes public knowledge through no fault of the receiving party, b) it rightfully knew or possessed prior to receipt under this Agreement, c) it rightfully received from a third party without breach of confidentiality obligations, d) it independently developed without using the disclosing party's Confidential Information, or e) that is required to be disclosed pursuant to a law, decree, or other order issued by the authorities.

4.5 Any feedback, comments, suggestions, ideas, or other information provided by you in the form of email or other submissions to us (collectively "Feedback"), are non-confidential and you hereby grant to us and our subcontractors and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use your Feedback for any purpose without compensation or attribution to you.

5 DATA USAGE

5.1 The Parties acknowledge that Framery's Products are connected devices. The Products generate data on the usage of the Products and transfer the data to Framery's server. The End-User can access the generated data via Framery Connect. Framery as the data holder retains the right to use the generated non-personal data to develop its products. For any data-related requests, the End-Customer can contact Framery's Technical Support and Services.

6 NO WARRANTY

6.1 The Customer acknowledges that Framery Connect is provided "as is" and without any warranties. Framery Connect may at any time be interrupted or permanently discontinued. Framery Connect may also be temporarily suspended. Framery Connect shall not be used for backing up any data. Framery does not promise or guarantee anything regarding the reliability, functionality, timeliness, quality, or suitability of Framery Connect, or its features. Furthermore, Framery does not promise or guarantee the proper functioning of the mobile or internet connection.

6.2 Framery Connect and/or the Products may include third-party software or components that are incorporated into, embedded in, combined with, linked with, distributed with, or made available in connection with Framery Connect and/or the Products. Such third-party software or components are subject to third-party terms and conditions (including warranty terms, if any). The title to third-party software and components do not transfer to the Customer and third-party software and components are not subject to any warranty given by Framery for the Products.

6.3 The Customer shall at no circumstances be entitled to remove any hardware or components (such as SIM card) included in the Products or use or try to use such hardware or components for any other purposes than to use Framery Connect in connection with the Products. The warranty of the Products shall not be effective and shall not be relied upon by the Customer in the event of damages resulting from removing or altering or attempting to remove or alter any hardware or components embedded in or combined with the Products.

7 LIMITATION OF LIABILITY

7.1 Neither Party shall be liable to the other Party for any indirect or consequential damage. Framery's aggregate total liability to Customer under these Framery Connect Terms of Service shall not exceed 50% of the total price paid by the Customer to Framery for the use of Framery Connect during the twelve (12) month period preceding the claim. The limitation of liability does not apply to damages arising from gross negligence or willful misconduct or liability under the indemnification set out in Section 3.9.

8 FORCE MAJEURE

8.1 No Party shall be in breach of any of its obligations or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to, strikes, lockouts, industrial disputes, fire, flood, epidemics, quarantine restrictions, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency, technical failures (including failures in telecommunications, internet, internet service provider or hosting facilities, power shortages), or acts undertaken by third parties, including without limitation, denial of service attacks.

8.2 The Party claiming to be affected by force majeure shall notify the other Party in writing within a reasonable time on the intervention and cessation of such circumstance.

8.3 Either Party shall be entitled to terminate the contract for the use of Framery Connect by notice in writing to the other Party if the performance of the contract is suspended due to an event of force majeure as defined herein for more than six (6) months.

9 JURISDICTION AND APPLICABLE LAW

9.1 The Framery Connect Terms of Service are governed by the laws of Finland, excluding its choice of law provisions.

9.2 Any dispute, controversy, or claim relating to or arising from Framery Connect or these Terms of Service which has not been settled by negotiations of the Parties shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of the arbitration shall be Tampere, Finland. The number of arbitrators shall be one and the language of the proceedings shall be English, but evidence may be submitted, and witnesses may be heard in Finnish. The award shall be fully enforceable and not be subject to appeal.

- 9.3 Alternatively, Framery shall have the right to raise a claim against the Customer in the Finnish Courts or at the Customer's domicile as it may consider appropriate.
- 9.4 This Section shall survive the termination of the contract concerning Framery Connect between Framery and the Customer and be fully binding.

10 VALIDITY

- 10.1 Should any provision hereof be held as invalid, illegal, or unenforceable in any jurisdiction and in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the Parties undertake to implement all efforts necessary to amend, supplement or substitute any such invalid, illegal or unenforceable provisions with valid provisions producing as nearly as possible the economic result previously intended without renegotiation of any material terms or conditions.

FRAMERY DATA PROCESSING AGREEMENT

This DPA (as defined below) applies to all personal data processed by Framery on behalf of the Controller under the Agreement (as defined below), as further specified in Section 2.1.

1. Definitions

- 1.1. For the purposes of this DPA, unless expressly otherwise stated or evident in the context, the following terms have the following meanings, the singular (where appropriate) includes the plural, and vice versa, and references to Schedules and Sections mean Schedules and Sections of this DPA. In case a definition provided in this DPA and a definition provided in the Agreement conflicts, for the purposes of this DPA the definition provided in this DPA shall prevail.
- 1.2. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processor”, “processing” and “supervisory authority” as well as any other possible terms related to the processing of personal data shall have the meaning set forth in and be construed in accordance with the GDPR and other Data Protection Law as applicable.
- 1.3. “Agreement” means agreement regarding Framery Connect Terms of Service concluded between Framery and Controller governing the use and provision of the Services.
- 1.4. “Controller” means the purchaser of the Services defined in the Agreement or other relevant documentation applicable to the Services.
- 1.5. “Data Protection Law” means the legislation and regulation applicable to the processing of personal data subject to this DPA, including without limitation the GDPR and Finnish Data Protection Act (1050/2018).
- 1.6. “DPA” means this Data Processing Agreement.
- 1.7. “EU/EEA” means European Union / European Economic Area
- 1.8. “Framery” means Framery Oy (Business ID 2352713-9).
- 1.9. “GDPR” means the General Data Protection Regulation (EU) 2016/679, including any amendments thereto.
- 1.10. “Processing Description” shall have the meaning set out in Section 2.2.1.
- 1.11. “SCCs” abbreviation for standard contractual clauses, means the standard data protection clauses adopted by the European Commission or adopted by competent data protection regulatory authority and approved by the Commission as appropriate safeguards for personal data transfer in accordance with the GDPR.
- 1.12. “Services” shall mean the Framery Connect control system and management portal for the pods that Framery provides to the Controller and the Controller uses on the terms and conditions set out in such Agreement.
- 1.13. “Sub-processor” means another processor engaged by Framery to process personal data on behalf of Controller.

2. Processing of personal data

- 2.1. *The subject matter of the processing*
 - 2.1.1. Under the Agreement, certain Services are based on the Controller and the Controller’s employees gaining access to a software or Framery’s mobile application and, in that connection, on the processing of personal data controlled by the Controller. Accordingly, the purpose of the personal data processing is to provide such Services to Controller and the processing is by nature an inseparable part of such Services. The subject matter of the processing comprises activities where Framery processes personal data solely for and on behalf of Controller (the “Processing Services”). Controller considers the Processing Services to implement appropriate technical and organizational measures to meet the requirements of the Data Protection Law and ensure the protection of the rights of the data subjects.
 - 2.1.2. The Processing Services are separate from the processing of personal data that Framery carries out for its own purposes while providing the Services or products under the Agreement.

2.1.3. For the purposes of the Processing Services, Controller shall be the controller and Framery shall be the processor for the personal data concerned.

2.1.4. For the sake of clarity, notwithstanding anything contrary to this DPA, Framery shall have a right to process the same or similar personal data as processed as part of the Processing Services also for its own separate purposes and may without any encumbrances continue such processing also after the termination of the Agreement.

2.2. *Description of the processing*

2.2.1. The Services involving the Processing Services is Framery Connect software service and the category of data subjects related thereto is the Controller's personnel using the Services. The types of personal data involved in the Processing Services are the name of Framery Connect users (main users), company and position details, contact details, username, and password, and pseudonymized data concerning users of Framery products, to which Framery Connect is installed.

2.2.2. If there are changes in the Processing Services, the Parties shall appropriately document the changes and update the Processing Descriptions. The Processing Descriptions should be dated accordingly and include version management details, where applicable.

3. **Obligations of the processor**

3.1. *When processing personal data on behalf of Controller, Framery shall:*

3.1.1. process the personal data only on documented instructions from Controller including with regard to transfers of personal data outside EU/EEA unless required otherwise by applicable EU or national legislation, provided that such instructions do not amend the agreed Services. If Framery may not obey the instructions given by Controller, Framery shall inform Controller of the grounds for the refusal, unless the applicable legislation restricting the deployment of the instructions prohibits giving such information. Controller acknowledges that the Services, to which the processing relates, are provided in a similar manner to all customers of Framery and for that reason, Framery has very limited possibility to take customer-specific instructions for the processing;

3.1.2. immediately inform Controller if, in its opinion, any instruction given by Controller infringes the Data Protection Laws or other applicable legislation;

3.1.3. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.1.4. ensure the security of processing by all measures laid down in the Agreement and otherwise reasonably required, including implementing technical and organizational measures for safeguarding the confidentiality, integrity, and availability, which Controller agrees to suffice considering Article 32 of the GDPR;

3.1.5. notify Controller of any personal data breach affecting the Processing Services without undue delay after having become aware of the personal data breach, and shall assist Controller to mitigate adverse effects of such personal data breach;

3.1.6. considering the nature of the processing, assist Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Controller's obligation to respond to requests for exercising the data subject's rights under the Data Protection Law;

3.1.7. considering the nature of processing and the information available to Framery, assist Controller with reasonable effort in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR concerning security of processing, data breach notifications, data processing impact assessment, and prior consultation of the supervisory authority.

4. **Sub-processors**

4.1. Framery has a right to engage Sub-processors in the Processing Services. Framery shall notify Controller of used Sub-processors only upon Controller's written request. If Framery is engaging new Sub-processors, Framery shall notify Controller of used Sub-processors thereby allowing Controller to object such processing. Such objections shall be provided to Framery in writing within seven (7) calendar days after the notification by Framery. However, Controller shall not object to any changes in the engaged Sub-processors,

if such objection (i) prevents Framery from using Framery Affiliates as Sub-processors, (ii) prevents Framery from complying with its obligations under the Agreement, or (iii) is made on unreasonable grounds. The Controller acknowledges and agrees that in case it objects to the use of or change concerning any Sub-processor, Framery may no longer be able to provide the Services to the Controller.

- 4.2. Framery shall impose on the Sub-processor the same obligations related to the processing of personal data as set out in this DPA by a separate agreement. Where the Sub-processor fails to fulfill the imposed data protection obligations, Framery shall remain liable for the performance of such.

5. Location and transfers of data

- 5.1. Framery shall have a right to process personal data in countries that provide an adequate level of data protection as set out in the Data Protection Law.

- 5.2. Should the provision of the Processing Services require that the personal data are transferred outside the EU/EEA to a country that the EU Commission has not found to provide an adequate level of protection, Framery has a right to transfer personal data to a recipient outside EU/EEA that has employed an approved code of conduct or certification mechanism under the GDPR together with binding and enforceable commitments to appropriately safeguard processing of personal data.

- 5.3. Should the provision of the Services require that the personal data are transferred outside the EU/EEA to a country that the EU Commission has not found to provide an adequate level of protection and to which other safeguards shall not apply, Framery shall execute the applicable SCCs.

6. Compliance

- 6.1. Upon request by Controller, Framery shall make available to Controller all information reasonably required to demonstrate compliance with the obligations laid down in Art. 28 of the GDPR. Framery has no obligation to disclose its trade secrets or information that would risk its business.

- 6.2. Controller shall be entitled to once per calendar year perform an audit by a third-party independent auditor to ascertain that Framery complies with this DPA. Controller shall notify Framery within sixty (60) working days before such audits. The third-party independent auditor may not be a direct or potential competitor of any kind to Framery. The audits shall be performed during normal working hours and shall not unreasonably disturb the operations of Framery.

- 6.3. Controller shall reimburse Framery for any costs and expenses accrued in connection with audits set out in this Section 6.

7. Duration and termination of the processing

- 7.1. The duration of the processing of personal data is conditional to the provision of the Processing Services and shall endure until the data has been deleted or returned under Section 7.2.

- 7.2. After the end of the provision of the Processing Service, Framery shall, upon request by Controller, delete or return all personal data concerned to Controller, unless Data Protection Laws or other applicable laws require storage of the personal data. Unless otherwise agreed, Framery has no obligation to retain personal data for and on behalf of Controller after the end of the provision of Processing Service.

8. Miscellaneous

- 8.1. This DPA shall form an integral and inseparable part of the Agreement governing the use of the Services. Unless otherwise expressly agreed herein, the provisions of the Agreement (for the sake of clarity, including, but not limited to, Sections 7 (Limitation of Liability), and 9 (Jurisdiction and Applicable Law) of the Agreement) shall apply also to this DPA.

- 8.2. In the event of a conflict between this DPA and the Agreement, the provisions set out in this DPA on personal data processing shall prevail over those of the Agreement.