

SERVICE AGREEMENT

1. Parties

1.1. This service agreement has been entered into between the following Parties:

(a) **Tracklution Oy**, (2775435-5), Simonkatu 6 A, 00100 Helsinki, —, — ("**Tracklution**"); and

(b) **[Client]**, [Business ID], [Address], —, — ("**Client**").

(a) and (b) shall be hereinafter referred to collectively as the "**Parties**" and both individually as a "**Party**".

2. Scope of the Agreement

2.1. This agreement including its appendices listed below constitutes the entire agreement ("**Agreement**") between Tracklution and the Client regarding the use of our software and services (collectively referred to as the "**Service**") specified in this Agreement.

2.2. Terms of the Data Processing Agreement (Appendix 2) shall be included in this Agreement.

3. The Service

3.1. The Service is a software that enables the Client to collect their online data for reporting, processing, and analysis (collectively referred to as the "**Client Data**"). The Service is provided electronically through user interfaces named as Tracklution and hosted by Tracklution. A detailed service description is attached to this Agreement as Appendix 3.

- 3.2. Tracklution shall offer the Client reasonable support for Service implementation and usage inquiries. This support may be provided via email, phone, or meetings if necessary.
- 3.3. Such support may include:
 - a) Guidance, assistance and reasonable custom technical development that may be needed with Service implementation and setup;
 - b) Training of Service features and functionality; and
 - c) Technical issue troubleshooting within Tracklution 's control.
- 3.4. Support efforts shall be reasonable based on industry standards, the complexity of the service, and the specific needs of the Client. Tracklution has the right to determine the scope and availability of the support it offers, including opening hours at its own discretion.
- 3.5. Any requests for support services falling outside of the standard scope of Service may be subject to additional fees and shall be separately agreed upon by both parties in a written format.

4. Provision of Service

- 4.1. Tracklution shall provide the Service to the Client in accordance with the provisions of this Agreement in a careful and professional manner, and on a non-exclusive basis.
- 4.2. Tracklution shall make commercially reasonable efforts to ensure the availability and functionality of the Service, subject to scheduled maintenance and unforeseen circumstances. For the avoidance of doubt, Tracklution does not guarantee the Service being always available uninterrupted and error-free.
- 4.3. Tracklution shall provide the Service in a secure and confidential manner by applying industry-standard organisational and technical measures. Tracklution reserves the right to use subcontractors and is liable for the subcontractors work as its own.

5. Client responsibilities

- 5.1. The Client is —. The Client hereby warrants and represents that it possesses the requisite authority and holds valid contracts with its own clients enabling the Client to act as their representative in all matters pertaining to using the Service. Tracklution shall not be responsible for the data used by the Client or the Client's right to use their own customer data in the service.
- 5.2. The Client shall further indemnify and hold Tracklution harmless from any claims, liabilities, damages, or losses arising out of or related to any breach of such contractual obligations with its clients, including but not limited to any claims of unauthorized representation or infringement of third-party rights. This representation and authority clause shall survive the termination or expiration of this Agreement.
- 5.3. The Client agrees to comply with all applicable laws and regulations while using the Service. The Client shall be solely responsible for its Client Data, content, and use of the Service. The Client shall perform its obligations hereunder diligently and professionally. The Client is responsible for providing Tracklution with all requested information necessary for the provision of the Service, and that such information is accurate and complete.
- 5.4. The Client is solely responsible for the use of all usernames and passwords of the Service, storing them securely and preventing unauthorized access to the Service. The Client is responsible for all activity occurring under its user accounts when using the Service, and Client assures not to use the Service in a manner which violates any applicable laws or is considered as unethical. If any suspected unauthorized access to the Service under the Client's user accounts occurs, the Client must immediately notify Tracklution, and Tracklution is entitled to implement necessary measures to prevent further unauthorized access.
- 5.5. The Client may use the Service for normal business purposes. The Client agrees not to copy, adapt, reverse engineer, decompile, disassemble or modify the Service in whole or in part. The Client

agrees not to access the Service for the purpose of building a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Service.

- 5.6. Upon Client's violation or suspected violation of any of its obligations set forth in this Agreement, Tracklution shall be entitled to suspend the Client's access to the Service without warning.
- 5.7. By accessing or using the Service, the Client acknowledges that they have read, understood, and agree to be bound by the terms and conditions herein.

6. Data from and to Third-Party Services and Sources

- 6.1. The Client may have the ability to import or integrate data from and deliver data to third-party services or sources via using the Service provided by Tracklution. The Client acknowledges and agrees that they are solely responsible for the importation, integration, and use of such data.
- 6.2. Tracklution shall not be liable for the functionality of the services or connections provided by third parties. Tracklution shall not be liable for compensating any damages to the Client resulting from the inability to use the Service as intended due to a third-party outage or any reason beyond Tracklution's control.
- 6.3. Tracklution shall not be responsible for the accuracy, completeness, legality, or validity of the data imported from and delivered to third-party services or sources by the Client. The Client understands and agrees that Tracklution does not verify or endorse the content, quality, or legality of such data.
- 6.4. The Client represents and warrants that they have obtained all necessary rights, consents, and permissions to use the data imported from and delivered to third-party services or sources in connection with the Service. The Client represents and warrants that the use of such data does not infringe upon any intellectual property rights, contractual obligations, or any other rights of any third party.

- 6.5. Tracklution shall not be liable for any loss, damage, or legal implications arising from the importation, integration, or use of data from and delivered to third-party services or sources by the Client. The Client agrees to indemnify, defend, and hold harmless Tracklution from any claims, liabilities, damages, or expenses (including reasonable attorney fees) arising out of or related to the Client's importation, integration, or use of such data.
- 6.6. Tracklution reserves the right, in its sole discretion, to restrict or prohibit the importation, integration, or use of data from specific third-party services or sources if it believes that such data violates any applicable laws, regulations, or the rights of third parties.

7. Fees and pricing

- 7.1. The pricing of the Service is defined in Appendix 1. The fee shall be invoiced on a monthly basis according to Appendix 1.
- 7.2. If the Client fails to meet their payment obligations, Tracklution has the right to suspend the Client's access to the Service until payment is received in full. If the payment delay persists for more than fourteen (14) days, Tracklution has the right to terminate the Agreement immediately.

8. Use of Artificial Intelligence

- 8.1. Tracklution may use artificial intelligence tools and technologies in the provision of the Service under this Agreement ("AI Tools"). The purpose of AI Tools is to process non-personal and technical information relating to the configuration and operation of the Service, such as tracking container settings, enabled platform integrations, DNS/SSL status, installation details, aggregated conversions and visitor metrics and technical diagnostics regarding the success or failure of interface calls (including error messages), in order to assist the Client in identifying and resolving

issues.

- 8.2. For the avoidance of doubt, Tracklution shall not process or disclose any personal data through AI Usage. Personal data, including but not limited to email addresses, phone numbers, IP addresses, user agents, or similar identifiers, is excluded from the AI Tools process.
- 8.3. The Client acknowledges that any information voluntarily entered by the Client into AI Tools made available to the Client via Tracklution may be processed accordingly, and the Client is responsible for ensuring that no personal data is submitted through such inputs.
- 8.4. Any data made available to or processed through AI Tools under this Agreement shall not be disclosed or transferred to any third party, including the provider or owner of the AI technology, except as strictly necessary for the provision of the Services.
- 8.5. Tracklution may, however, use such data on an internal basis for the purpose of developing, improving, and maintaining its own Services, including reviewing and refining instructions, prompts, and configurations provided to AI Tools, provided that such use shall not involve disclosure of the data to external parties.
- 8.6. Tracklution shall not develop or modify the underlying AI model. The AI functionality is used as provided by the third-party LLM technology provider, and Tracklution may supply contextual information (such as its own documentation) solely to improve the relevance of the AI-assisted outputs, without performing any independent model training or development.
- 8.7. The Client acknowledges that any reports, analyses, recommendations or other outputs generated through AI Tools are provided for informational purposes only. Tracklution shall not warrant the accuracy, completeness or reliability of such AI-generated outputs.
- 8.8. Tracklution shall not be liable for any decisions, actions, or omissions taken by the Client or any third party in reliance on the AI-

generated outputs or on information processed through AI Tools. The Client remains solely responsible for verifying the outputs and for all decisions made based on them.

- 8.9. All reports, analyses, outputs, and any other materials generated through AI Tools in connection with the Service shall remain the exclusive property of Tracklution. No intellectual property rights or ownership interests in such AI-generated materials are transferred or assigned to the Client under this Agreement, unless expressly agreed otherwise in writing between the Parties.
- 8.10. Tracklution grants the Client a limited, non-exclusive, non-transferable, and non-sublicensable license to use the AI-generated materials solely for the Client's internal business purposes in connection with the use of the Service.
- 8.11. Tracklution shall comply with all mandatory applicable laws and regulations in connection with the provision of the Services, including, to the extent applicable, Regulation (EU) 2024/1689 on artificial intelligence ("EU AI Act").

9. Data Processing

- 9.1. Tracklution may process personal data on behalf of the Client in connection with the provision of the Service. The processing of personal data shall be governed by the separate Data Processing Agreement ("**DPA**") between Tracklution and the Client, Appendix 2 of this Agreement.
- 9.2. Tracklution shall take necessary technical and organizational measures to protect personal data in accordance with the requirements of the GDPR.
- 9.3. Tracklution shall have the right to use the Client's data in anonymized and aggregated form for the purposes of generating statistics, reports, benchmarks, analyses, and other similar outputs, unless the Client expressly prohibits such use in writing. For the avoidance of doubt, Tracklution shall not use any personal data in connection with the creation of such outputs. Tracklution shall own

all right, title, and interest, including all intellectual property rights, in and to any reports, benchmarks, analyses, or other materials derived from or based on the Customer's data, provided that such materials do not identify the Customer or disclose the Customer's confidential information.

10. Intellectual Property Rights

- 10.1. Tracklution retains all ownership rights, title, and interest in and to the Service, including all intellectual property rights. The Client shall have the limited, non-exclusive right to use the Service for its business purposes during the term of this Agreement.
- 10.2. All ownership, title and intellectual property rights to the Client Data are retained exclusively to the Client.
- 10.3. The Client shall not reproduce, modify, distribute, or create derivative works based on the Service without the prior written consent of Tracklution.

11. Confidentiality

- 11.1. A Party ("**Receiving Party**") shall not disclose to third parties nor use, copy or reproduce for any purpose other than for the fulfillment of this Agreement any information of confidential nature, such as technical information and data, commercial information and know-how, price structures, costs, administrative and operational information ("**Confidential Information**") received by the other Party ("**Disclosing Party**") in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party except for the information which:
 - a) Was in possession of the Receiving Party prior to the disclosure hereunder;

- b) Was in the public domain at the time of disclosure or later become part of the public domain without breach of the confidentiality obligations herein contained;
- c) Was disclosed by a third party without the breach of any obligation of confidentiality owed to the Disclosing Party; or
- d) Was independently developed by the personnel of the Receiving Party having no access to the Confidential Information.

12. Term and Termination

- 12.1. This Agreement shall become effective upon signing by both Parties and shall continue to be in force until further notice.
- 12.2. This Agreement may be terminated by a Party with a written notice to the other Party. The notice period is ninety (90) days.
- 12.3. Tracklution may terminate this Agreement with immediate effect if the Client has failed to pay the Service fees within fourteen (14) consecutive days of the due date.
- 12.4. Client may terminate this Agreement with immediate effect in case Tracklution is prevented from providing the Service under this Agreement for a period of thirty (30) consecutive days.
- 12.5. Without prejudice to any other rights or remedies either Party shall be entitled to terminate this Agreement if;
 - a) a Party has committed a material breach of any of its obligations under this Agreement and has failed to remedy such breach within (30) days of a notice having been served on it by the first Party specifying the breach and requiring its rectification or;

- b) a Party is declared bankrupt or is going under distraint measures, or;
 - c) Party is prevented from the fulfillment of its obligations under this Agreement due to Force Majeure for a period of two (2) consecutive months.
- 12.6. The Agreement may be terminated effective immediately, if a Party commits a material breach which cannot be remedied within thirty (30) days.
- 12.7. The Client is obligated to pay all of Tracklution's overdue receivables regardless of the reason for the termination of the Agreement.
- 12.8. Upon termination of this Agreement due to any reason, rights and obligations under sections 10 (Intellectual Property Rights), 11 (Confidentiality) and 14 (Damages and Limitation of Liability) of this Agreement shall remain in force after termination of this Agreement.

13. Right of reference

- 13.1. Tracklution has the right to use the name and logo of the Client as a customer reference at its sole discretion. The Client is not entitled for any compensation due to references.

14. Damages and Limitation of Liability

- 14.1. Neither party is liable for any indirect damages, punitive damages, data loss, decrease of goodwill or for the loss of cover purchase price notwithstanding whether the damage is based on Agreement or tort law or other grounds. In any event, the liability of Tracklution is limited to the total amount of invoiced Service fee's during six (6) months prior to the claim. For any possible support services, the liability is limited to the amount that has been paid for the support services during the corresponding month.

- 14.2. Limitation of liability shall not apply to damage that is caused due to gross negligence or intentional misconduct.
- 14.3. If a law applicable to this Agreement prevents limitation of liability, the liability of Tracklution is limited to the amount that is allowed by the law applicable.
- 14.4. Customer is responsible for creating backup files for its own data and data files and verifying their functionality. A Party shall not be liable for any destruction, loss or changes in the data files and for the damage and expenses caused by the incident, such as file recovery.

15. Claims

- 15.1. Any claims or disputes arising out of or relating to this Agreement must be submitted in writing within 30 days from the date the issue arises, failing which such claims or disputes shall be deemed waived.

16. Force Majeure

- 16.1. The Parties shall be exempt from liability for complete or partial failure to perform their obligations if such failure has occurred due to force majeure circumstances. "Force Majeure" shall mean any cause preventing either Party from performing its obligations, due to circumstances which were (i) unforeseen at the time of entering into this Agreement, (ii) outside of the reasonable control of the Party and (iii) cannot be overcome by any reasonable means. Such circumstances include but are not limited to, war, riot, terrorist attack, requisition by authorities or seizure for public needs, trade sanctions, mobilization, fire, natural catastrophe.
- 16.2. In the case of Force Majeure the contractual obligations of the Parties shall be suspended. The Party wishing to claim relief shall notify the other Party in writing as soon as the intervention and the cessation of such circumstance takes place.

- 16.3. Each Party shall take all necessary measures to reduce to a minimum and mitigate the effect of any delay caused by a Force Majeure and to resume performance of its obligations.

17. Applicable law and arbitration

- 17.1. This Agreement shall be governed by and construed in accordance with the laws of Finland without regard to its conflict of laws principles.

- 17.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally settled in by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. However, at the request of a party, the Arbitration Institute of the Finland Chamber of Commerce may determine that the Arbitration Rules of the Finland Chamber of Commerce shall apply instead of the Rules for Expedited Arbitration, if the Arbitration Institute considers this to be appropriate taking into account the amount in dispute, the complexity of the case, and other relevant circumstances.

- a) The seat of arbitration shall be Helsinki, Finland.
- b) The language of the arbitration shall be Finnish.

- 17.3. The aforesaid shall not limit the parties' right to:

- a) seek interim orders or injunctions or any other provisional remedies available under Finnish law;
- b) collect uncontested claims from the other Party; or
- c) enforce an arbitral award in any competent court of law.

18. Miscellaneous

- 18.1. The Client shall not wholly or partly assign or pledge its rights and obligations under this Agreement to any third party except with the prior written consent of Tracklution.
- 18.2. This Agreement and its appendices or any written amendments shall constitute the entire agreement between the Parties and shall precede all documents exchanged between the Parties prior to the date of this Agreement. Negotiations, written or oral statements, memorandums, or other documents shall not be binding between the Parties and this Agreement supersedes all of them. Amendments and additions to this Agreement shall, in order to be binding, be in writing and signed by all Parties.
- 18.3. If any provision of this Agreement shall be or become invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most closely reflects the original intent of the unenforceable provision.
- 18.4. Any Party's failure to exercise the right under this Agreement or failure to impose certain circumstances relating to this Agreement shall not mean that such Party has waived its right in such respect.
- 18.5. If this Agreement (including its appendices) contains any provisions that are ambiguous or obscure, this Agreement shall not be interpreted against either Party as a drafter. The Parties deem the provisions of this Agreement to be fair and reasonable.

19. Signatures

This Service Agreement with its listed Appendices is signed in two (2) identical copies, one to each party.

Date: —
Place: Signed electronically via Tracklution

—	—
Tracklution Oy	[Client]
—	—
Partnership Manager	—

Appendices

Appendix 1	Fees and Pricing
Appendix 2	Data Processing Agreement
Appendix 3	Service Description

APPENDIX 1: FEES AND PRICING

This appendix is part of the service agreement ("**Agreement**") between Tracklution and the Client. Unless otherwise specified, the same terms and definitions are used in this appendix as in the Agreement.

1. Fees

- 1.1. The pricing of the Service is based on subscriptions ("Subscription"). Each subscription allows the Client (marketing agency) to serve a certain number of their own clients ("End Clients"). Each Client company under Subscription may include one or more related tracking containers ("Tracking Container") managed by the Client (a marketing agency) in the Service as defined below as long as the number of events stays within the limits. Subscriptions must be purchased in a specific order: [Subscription]. Either subscription can be purchased multiple times. Additional subscriptions can be designed and purchased upon request. Pricing does not include VAT.

Subscription	Price/m	Clients	Events/m	Features	Connectors
[Subscription]	—	—	—	All	—

- 1.2. Tracked event ("Events") is a user action Client chooses to monitor. Examples may include PageView, AddToCart, and Purchase.
- 1.3. Additional actions not included in the Service and agreed upon separately between the Parties shall be charged according to Tracklution's current price list.
- 1.4. Fees of the Service shall be invoiced on a monthly basis on the first date of the monthly subscription period.

The first monthly subscription period starts on [Billing start date]. No fees are invoiced for the period before that date.

- 1.5. The following discounts shall be applied to the monthly subscription fees: [Discounts text]
- 1.6. All sales are final and Tracklution will not issue refunds. If the Client wishes to deactivate an active Company or Container, it is on the Client's responsibility, and deactivation must be completed within the same calendar month to designate it as the final month for which billing will occur for the respective Client Subscription. Tracklution shall not provide refunds on Subscriptions that were not deactivated in time.

2. Changes of pricing

- 2.1. Tracklution has the right to review and adjust pricing at its sole discretion. Any changes to pricing shall take effect upon written notification, which shall be delivered to the Client at least ninety (90) days prior to the change. In the event that the Client does not accept the revised pricing, they may terminate this Agreement upon written notice before the expiration of the current pricing term, with such termination taking effect upon the expiration of the term.

3. Special conditions

- 3.1. [Special conditions]
- 3.2. The special conditions in this section prevail over the other provisions of this Appendix 1, which in turn prevail over the provisions of the Agreement.

APPENDIX 2: DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") is an integral part of the Service Agreement ("**Agreement**") entered into between Tracklution Oy ("**Service Provider**") and the user ("**Client**"). This DPA shall apply to all processing of personal data under the Agreement. Where applicable and when this DPA does not explicitly state otherwise, the terms of the Agreement, such as governing law and dispute resolution, shall be applied to this DPA.

1. Definitions

- 1.1. "**Agreement**" refers to the Agreement (including its appendices and/or any other written agreements between Parties) entered into between the Service Provider and the Client.
- 1.2. "**Client**" refers to the user of the Service and the controller of personal data under the EU General Data Protection Regulation (GDPR).
- 1.3. "**Service Provider**" refers to Tracklution Oy, which processes personal data on behalf of the Client as a processor under the GDPR.
- 1.4. "**GDPR**" refers to EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 1.5. "**Personal Data**" refers to any information relating to an identified or identifiable natural person ("**Data Subject**") processed by the Service Provider on behalf of the Client.

2. Scope and purpose

- 2.1. The Service Provider may be required to process certain Personal Data on behalf of the Client in order to provide the Service for the Client. This DPA governs the processing of Personal Data by the

Service Provider on behalf of the Client during the term of the Agreement.

- 2.2. The Service Provider shall process Personal Data only as specified in the Agreement, unless required to do otherwise by applicable law. The Client shall ensure that it complies with applicable data protection laws.

3. Roles and Responsibilities

- 3.1. The Client, as the controller, shall be solely responsible for the lawful processing and collection of Personal Data. The Client shall ensure that it has a valid legal basis for the processing and collection of Personal Data and that it fulfils its obligations as a controller under the GDPR and other laws, regulations and directives pertaining to the processing or collection of personal data.
- 3.2. The Service Provider, as the processor, shall process Personal Data on behalf of the Client and shall act solely as described in the Agreement unless otherwise stated in applicable law. The Service Provider shall take appropriate technical and organizational measures to protect the Personal Data in the Service.
- 3.3. The Service Provider shall not observe the Client's processing or collection of Personal Data in the Service, and the Client shall be solely responsible for having the required and necessary rights and permissions to use and disclose Personal Data for the purposes set out in the Agreement. The Client shall ensure that the Client is entitled to transfer the data to the Service Provider so that the Service Provider may lawfully process, use and transfer the data in accordance with the Agreement and this DPA.

4. Processing of Personal Data

- 4.1. The Service Provider shall process Personal Data only for the purposes of providing the Service to the Client as specified in the Agreement.

- 4.2. The Service Provider shall not transfer or disclose Personal Data to any third party without the prior written consent of the Client, unless required to do so by applicable law.
- 4.3. The Service Provider shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risk to the rights and freedoms of Data Subjects.
- 4.4. The particular types of Personal Data may vary on a case-by-case basis depending on what Personal Data the Client decides to process as part of their use of the Service. Such Personal Data may include, but is not limited to, the following information:
- First name
 - Last name
 - Phone number
 - Email address
 - Postal address
 - Language
 - Gender
 - Date of birth
 - Marketing consents
 - Information on activities on Client's website and/or webshop
 - Information on the behavior of Client's digital advertising (advertising on platforms such as Google and Meta, email and SMS marketing)
 - IP address
 - Device type
 - Browser type
 - Timestamps (may include but not limited to visit timestamp, click timestamp, purchase timestamp)
 - Other Personal Data the Client decides to transfer to the Service Provider to be processed in connection with providing the Service
- 4.5. The Personal Data may be processed as long as the Agreement between the Client and Service Provider remains in force, unless

otherwise instructed by the Client in accordance with this DPA. After the Agreement expires and customer relationship ends, the Service Provider shall delete the Personal Data within reasonable time.

4.6. The Service Provider may transfer Personal Data to countries outside the EU or the EEA, provided that such transfers comply with applicable data protection laws and regulations. The Service Provider shall ensure that any international data transfers are conducted in accordance with appropriate safeguards as required under the General Data Protection Regulation (GDPR) or other relevant data protection laws.

5. Subcontractors

5.1. The Service Provider may engage subcontractors to process Personal Data on behalf of the Client.

5.2. If the Service Provider engages a subcontractor, it shall ensure that the subcontractor is bound by contractual obligations to provide the same level of data protection and security as set forth in this DPA.

6. Right of Data Subjects

6.1. The Service Provider shall assist the Client in fulfilling its obligations to respond to requests from Data Subjects to exercise their rights under the GDPR. The Service Provider shall promptly notify the Client if it receives a request directly from a Data Subject where resolving such a request may require the assistance of the Service Provider.

6.2. Taking into account the nature of the data processing, the Service Provider shall provide reasonable assistance to the Client in fulfilling its obligations to respond to any request from a Data Subject to exercise their rights, including but not limited to the rights of access, rectification, erasure, restriction, objection, data portability, and automated decision-making.

7. Security Measures

- 7.1. The Service Provider shall implement appropriate technical and organizational measures to ensure the security of the Personal Data, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risk to the rights and freedoms of Data Subjects.
- 7.2. The Service Provider shall promptly notify the Client in the event of a security breach that affects Personal Data and shall cooperate with the Client in investigating, mitigating, and remedying the security breach.
- 7.3. Each party of this DPA shall be solely responsible for the information security of the party's own communications networks. Neither Party shall be responsible or liable for the information security of general communications networks, or for interferences or other disruptions, outside of the Parties influence, that may occur in general communications networks.

8. Data Retention and Deletion

- 8.1. The Service Provider shall process personal data as long as the Agreement with the Client remains in force, unless instructed otherwise by the Client in accordance with the DPA.
- 8.2. Upon termination or expiration of the Agreement, the Service Provider shall securely delete or destroy the Personal Data within a reasonable timeframe.

9. Audit and Compliance

- 9.1. The Service Provider shall offer all necessary information for the Client to demonstrate compliance with its obligations under this DPA and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client.

10. Governing Law and Jurisdiction

10.1. This agreement shall be interpreted and construed in accordance with the laws of Finland.

10.2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish.

11. Amendments

11.1. This DPA may only be amended by written agreement between the Service Provider and the Client.

APPENDIX 3: SERVICE DESCRIPTION

This appendix is part of the service agreement ("**Agreement**") between Tracklution and the Client. Unless otherwise specified, the same terms and definitions are used in this appendix as in the Agreement.

1. Service Description

- 1.1. For a detailed and up-to-date description of our services, including any amendments, enhancements, or updates to these services, clients and stakeholders are referred to our official website <https://www.tracklution.com/>. This website serves as the primary source of information regarding the services we provide, their specifications, and any other pertinent details that clients may need to fully understand the scope and quality of our offerings.
- 1.2. Please note that the Service Description on our website may be updated or amended from time to time at the discretion of Tracklution. Client is encouraged to review the service description regularly to stay informed of any changes.
- 1.3. Any amendments outside of the standard scope of the service may be separately agreed in writing between the Service Provider and the Client.