

BERGGREN'S TERMS AND CONDITIONS FOR DOMAIN SERVICES

1 PURPOSE

These Terms and Conditions shall apply to Berggren's registration, transfer, renewal and maintenance of domain names as well as other domain name server services that you are provided with as a Berggren customer.

2 SERVICE PROVIDER

Under these Terms and Conditions, the service provider shall be Berggren Oy (Business ID 2635899-1), Eteläinen Rautatiekatu 10 A, FI-00101 Helsinki, Finland (hereinafter referred to as "the Service Provider" or "Berggren").

3 HOW TO CONTACT US

To contact the Service Provider, send an e-mail to domain@berggren.fi or call +358 10 227 2000 (9:00–17:00 Finnish time, Monday to Friday).

4 TERMS OF SERVICE

- 4.1 The Service Provider's services shall consist of the registration, transfer, renewal and maintenance of domain names and, pursuant to Section 4.2., the name server services in accordance with the Terms and Conditions ("the Service"). The Customer's use of the Service shall be interpreted as acceptance of these Terms and Conditions and they shall constitute a binding agreement between the parties.
- 4.2 The Service Provider's name server services concerning domain names shall be provided in accordance with a separate Service Level Agreement (SLA, Appendix 1). The Customer shall have the right to choose an alternative service provider for name server services. Customers who use name server services may be provided with access to a management portal that makes it possible for the Customer to update domain information and web forwarding. However, the Customer shall be liable for any changes the Customer makes to the system. In the event that the Customer decides to use the Service Provider to update the information in question, the Service Provider shall be entitled to charge support fees in accordance with Appendix 2.
- 4.3 With the exception of the Appendix 1 provisions regarding name server services, the Service Provider shall provide the Service during regular office hours, 9:00–17:00 Finnish time on business days (Mon–Fri), excluding all Finnish national holidays. The Service Provider shall respond to the Customer's requests within 24 hours.
- 4.4 The Service Provider shall have the right to use subcontractors in the provision of the Service and name server services. The Service Provider shall be liable for any work performed by subcontractors to the same extent it would if it had performed such work itself.
- 4.5 The Service Provider shall provide the service in the manner required by professional diligence and in compliance with current obligations pertaining to data protection and information security, taking into account the nature and requirements of the Service.

4.6 The Customer shall always provide the Service Provider with the necessary up-to-date information pertaining to the registration, transfer, renewal and maintenance of the Customer's domain names as well as the information necessary for the invoicing of service fees.

4.7 The Customer shall use the Service only for legal purposes and comply with the applicable rules of the domain name registrar. The Service Provider shall inform the Customer of the said rules upon the Service Provider becoming aware of them in connection with the domain name registration process.

4.8 The Customer shall appropriately manage any user IDs and passwords that are issued for the purpose of using the management portal for name server services.

5 SERVICE FEES AND TERMS OF PAYMENT

5.1 Service Fees, including, without limitation, fees for registration, transfer, renewal, maintenance and support, shall be determined in accordance with Appendix 2, unless otherwise agreed by the parties in writing ("Service Fees"). The Service Provider shall have the right to change the Service Fees from time to time.

5.2 The Service Fees for maintenance, support and transfers shall be invoiced monthly according to the services delivered. Other Service Fees shall be invoiced at regular intervals in accordance with Appendix 2, unless otherwise agreed. The Service Provider shall, however, have the right to check the Customer's credit information and the Service Fees may be invoiced in advance of service delivery if such a decision is justified by the credit information.

5.3 The Customer shall make payment for the Service Fees as invoiced within fourteen (14) days of the invoice date (14 days net), unless otherwise agreed. All of the fees mentioned hereinafter shall be paid in euros. All Service Fees are indicated exclusive of value added tax.

6 LIMITED WARRANTY

6.1 The warranty and service level availability, such as they are described in these Terms and Conditions, shall be the Service Provider's only warranty related to the Service. No other direct or indirect warranty or provision is given. The Service Provider specifically denies, without limitation, all other warranties, guarantees and commitments related to functional capacity, including all warranties that could otherwise be assumed to be indirect or implied, such as warranties concerning satisfactory quality, merchantability, suitability for a particular purpose, the capacity to achieve a particular outcome, the right of ownership or inviolability.

7 LIMITATION OF LIABILITY

7.1 The Customer shall bear sole liability for the use of the Service and all consequences thereof, unless specifically agreed otherwise. The Service Provider shall not be held liable to the Customer for any losses or damages arising from, or caused by, the Service either directly or indirectly.

7.2 Under these Terms and Conditions, the Service Provider's liability to the Customer shall under all circumstances be limited to an amount equal to:

The Service Fees paid to the Service Provider for the period of six (6) months preceding the act or negligence on which the claim is based or, if no Service Fees have been paid during the period in question, an amount equal to the Service Fees to be paid during the following six (6) months.

7.3 Under these Terms and Conditions, the Service Provider shall under no circumstances be held liable to the Customer for any particular, indirect or ancillary damages or losses pertaining to information, the availability of use and/or revenue, reputation, demands concerning service disruptions, costs and capital expenses arising from system downtime or any third-party claims based on any legal theory, regardless of whether the issue involves a mistake, performance, negligence, delay or delivery failure, personal injuries, property damage or other circumstances, with the exception of damages arising solely from the Service Provider's wilful or gross negligence. No third party with access to the Service Provider's software shall under no circumstances be held liable to the Customer for any damages.

8 PRIVACY PROTECTION

8.1 The Service Provider shall comply with, and apply, the relevant national and EU laws and regulations pertaining to data protection and privacy. The Service Provider's privacy notice, available online at <https://www.berggren.eu/tietosuojaikaytanto>, shall apply to the processing of all personal data in the relationship between the Service Provider and the Customer pursuant to these Terms and Conditions.

8.2 In addition to the Service Provider's Terms and Conditions, certain data related to the use of the Service shall be created as log files in connection with the ordinary use of the management portal for name server services, and these log files may contain personal data used for the purposes of ensuring the availability of name server services, fault management, security and monitoring.

8.3 The Service Provider shall ensure the existence of the necessary agreements concerning data processing with any subcontractors used.

9 CONFIDENTIALITY

9.1 Both parties shall maintain strict confidentiality of all material and information received from the counterparty that has been marked confidential or should be understood to be confidential. Both parties shall refrain from using such material or information for any purposes other than those mentioned in this Agreement. The obligation of confidentiality shall not, however, apply to material or information (a) that is widely available or otherwise public; (b) that the receiving party has received from a third party without the obligation of confidentiality; (c) that was in the possession of the receiving party before the same material or information was received from the counterparty, without any related obligation of confidentiality; (d) that the receiving party has independently developed without using any material or information obtained from the counterparty; or (e) that the receiving party is obligated to disclose pursuant to legislation or regulations issued by the authorities.

9.2 The party that discloses information shall retain all rights to the disclosed information. The disclosure of information shall not constitute the granting of licence or indirect consent to licence pursuant to trademark law, copyright law, registered designs or any other intellectual property rights.

10 FORCE MAJEURE

- 10.1 Force majeure refers to any circumstance that prevents either party from fulfilling their obligations pursuant to these Terms and Conditions and is caused by circumstances beyond either party's reasonable control, which the party in question could not reasonably anticipate on the date these Terms and Conditions entered into force, excluding hardware breaking down, interruptions in data communications, interruptions in the supply of electricity or deficiencies or negligence on the part of any of the Service Provider's subcontractors, unless they are directly caused by a force majeure event ("Force Majeure").
- 10.2 Either party shall be exempt from the fulfillment of any obligations pursuant to these Terms and Conditions (other than payment-related obligations) only to the extent, and only for the period of time, that the fulfillment of the said obligation is prevented or delayed by the Force Majeure event. In such situations, the party in question shall notify the counterparty without delay. The counterparty may extend the time allocated to the fulfillment of the obligation to rectify the breach in question, by an amount of time corresponding to the lost time caused by the Force Majeure event.

11 VALIDITY AND TERMINATION OF THE AGREEMENT

- 11.1 These Terms and Conditions shall enter into force on January 1, 2019, and remain in force until further notice ("Date of Entry into Force").
- 11.2 Both parties shall have the right to terminate this Agreement with 60 days' notice. No refunds shall be made for any Service Fees paid prior to the date of termination.
- 11.3 In the event that the Service Provider amends these Terms and Conditions, the Service Provider shall notify the Customer no later than thirty (30) days before the amendments enter into effect. If the Customer does not accept the amendments, the Customer shall have the right to issue a written notice of termination to terminate the use of the Service within 30 days of being notified of the amendments, and the Customer shall be obligated to transfer their domain names to an alternative service provider within thirty (30) days of giving notice of termination. No refunds shall be made for any Service Fees paid prior to the date of termination.
- 11.4 The Service Provider shall have the right to terminate these Terms and Conditions and suspend the provision of the technical Service with immediate effect if the Customer fails to fulfill any obligations pursuant to these Terms and Conditions including, but not limited to, the Customer's failure to make payments as agreed upon in accordance with Section 5, or breach of the terms of use specified in Section 4, and if the Customer has not rectified the situation within thirty (30) calendar days of receiving a written notification from the Service Provider

demanding that the situation be rectified. In addition, the Customer's failure to pay the Service Fees shall give the Service Provider the right to refuse further registrations or renewals of domain names on the Customer's behalf.

11.5 The Service Provider shall also have the right to terminate this Agreement with immediate effect if the Customer becomes bankrupt or insolvent, is ordered into liquidation or can otherwise be considered insolvent.

11.6 The termination of these Terms of Conditions for any reason shall not affect the terms of use specified in Sections 5–7 and Section 9, which will remain in effect. The Service Provider shall have the right to invoice the Customer for any Service Fees for services performed before the termination of the Terms and Conditions.

12 MISCELLANEOUS PROVISIONS

12.1 Neither party shall disclose these Terms and Conditions to third parties in full or in part without the counterparty's advance written consent. However, the Service Provider is entitled to disclose these Terms and Conditions in full or in part to companies partially owned by the Service Provider or affiliated with the Service Provider.

12.2 The Service Provider shall have the right to amend these Terms and Conditions from time to time as stated in Section 11.3.

12.3 These Terms and Conditions reflect the entirety of the agreement between the parties regarding the subject of the agreement and they shall override and supersede all other agreements, both written and spoken, that may exist or may have existed between the parties regarding the subject of this Agreement, including all conflicting terms in the Customer's documents.

13 APPLICABLE LAW AND DISPUTE RESOLUTION

13.1 These Terms and Conditions shall be applied and interpreted in accordance with Finnish law, and all arbitration and court proceedings shall be carried out under Finnish law, excluding: (i) its provisions pertaining to the choice of law; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods ("the 1974 Convention"); and (iv) the Amending Protocol of the 1974 Convention, written in Vienna on April 11, 1980.

13.2 All disputes and complaints arising from, or related to, these Terms and Conditions, or the breach, termination or validity of the Terms and Conditions, shall be resolved by the Helsinki District Court in Finland.

APPENDIX 1 SERVICE DESCRIPTION AND SERVICE LEVEL AGREEMENT (SLA) FOR NAME SERVER SERVICES

General description

Berggren obtains name server services on a subcontracting basis from MPY Palvelut Oyj.

The servers are located in the European Union and maintained by a subcontractor.

The service provided is a duplicated fault-tolerant name service that operates on platforms that combine several technologies.

Several technical network and software solutions are used to ensure the continuous availability of name server services.

Data protection and information security

Data protection and information security shall be maintained by ensuring the installation of all critical updates.

The subcontractors holds the following certificates and audit-based approvals:

- ISO/IEC 27001:2013 for data center services and support processes
- Katakri 2015 information security audit criteria level IV for the Finnish authorities with respect to physical security

A process compliant with the ISO/IEC 27001:2013 certificate is applied with regard to the management of security disruptions.

Service availability

Service hours	9:00–17:00 (Finnish time)	Only on normal business days, Mon–Fri, excluding all Finnish national holidays
Level of availability	96.5%	
Response times	<u>Reaction time:</u> Critical issue: 6 hours Serious issue: 1.5 working days Non-serious issue: 2.5 working days	<u>Resolution time:</u> Critical issue: 2 working days Serious issue: 3 working days Non-serious issue: 5 working days

Critical issue: A service disruption that renders the operation or services of a server, platform or application unavailable or unusable and the services are unstable to the extent that normal operations cannot be performed. If the disturbance concerns a large number of users, it shall be classified as critical.

Serious issue: The disruption has a significant negative effect on availability or usability and the equipment, application or platform are repeatedly unstable or unresponsive to ordinary service requests.

Non-serious issue: The disruption is occasional and it does not have a substantial negative effect on ordinary use, and a temporary solution can be implemented. Does not compromise the Customer's business operations.

APPENDIX 2 PRICE LIST

Service pricing

Service	Price, EUR (VAT 0%)
Domain name registration/renewal *)	
1 year	60 EUR
3 years	135 EUR
5 years	195 EUR
Additional services for the domains we maintain	
Transfer of domain name to a different owner	from 45 EUR
DNS changes made by Berggren Oy, per change **)	20 EUR
Other additional services:	
Domain monitoring, annual fee per domain name	from 990 EUR
Domain consulting services	
studies and consulting	240 EUR/hour
contract-related and legal issues, disputes	290 EUR/hour

*) The fees of domain registrars will be charged on top of our fees. The fees depend on the domain suffix and the length of the registration period: for example, .fi EUR 9/year, .eu EUR 4/year, .com EUR 16/year.

***) More demanding changes shall be invoiced by the hour at a rate of EUR 240 per hour.

The fees are indicated exclusive of value added tax. Any additional work shall be invoiced by the hour. The fees may be affected by changes to domain registration fees and exchange rates. The fees are valid until further notice and we reserve the right to make changes in accordance with Berggren Oy's terms of agreement.