Effective February 4th 2026
SSH Secure Collaboration General Terms and Conditions

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration General Terms and Conditions together with SSH Secure Collaboration License and Service Terms, including Element Software Flow Down Terms as Annex 1, attached hereto ("Agreement") shall be applied to all software provided to the Customer as well as to related support and maintenance services and other expert services unless otherwise agreed upon in writing.

1.2 In these Terms and Conditions, SSH Communications Security Oyj and its subsidiary SSH Secure Collaboration Oy shall both be referred as "SSH" and the other party to the Agreement as "Customer". The term "Software" shall refer to the software and applications set out in the Agreement or order. For the SSH Secure Messaging product contracting party shall be SSH Communications Security Oyj and for other SSH Secure Collaboration product contracting party shall be SSH Secure Collaboration Oy.

2. CONCLUSION OF THE AGREEMENT

2.1 The Customer and SSH shall be considered to have concluded an Agreement when a) the Parties have signed a written separate delivery agreement; or b) the Customer has notified SSH in writing that it accepts the binding offer by sending a purchase order ("Order") or otherwise; or c) SSH has provided the Customer with a written order confirmation that the Customer has not disputed before the deadline.

2.2 All amendments to the Agreement shall be made in writing.

3. PRICES AND PAYMENT TERMS

3.1 The Parties shall agree upon the periodic fee and it shall remain in force for the duration of the fixed agreement term set out in the Agreement unless the Parties agree otherwise. In the event that, after the aforementioned fixed term has ended, the Agreement continues in force for the time being, SSH shall be entitled to amend its price list once a calendar year by informing the Customer thereof in writing three (3) months before any price increases enter into force. If the Customer does not approve of the said price increase and the Parties cannot come to an agreement on the prices through negotiations, the Customer shall be entitled to terminate the Agreement to end on the date when the intended price increase would have come into force.

3.2 Other prices shall be as set out in the price list provided by SSH to the Customer unless otherwise agreed upon in the Agreement. SSH shall be entitled to amend its price list by informing the Customer thereof in writing three (3) months before any price increases come into force.

3.3 The valid value added tax shall be added to all prices. The payment term shall be fourteen (14) days net unless otherwise agreed upon in the Agreement. The penalty for late payment shall be as set out in the Finnish Interest Act.

3.4. During the term of this Agreement, the prices for Support Services or Subscriptions may increase or decrease by the higher of (i): five percent (5 %) for each twelve (12) month period; or (ii) the percentage rate of increase in the Finnish Customer Price Index published by the Finnish Central Bureau of Statistics. However, the price increase cannot raise the support prices to exceed the corresponding prices of then current published pricelist.

4. LIMITATION OF LIABILITY

4.1 SSH shall not be liable under any circumstances for any indirect damages, including e.g. damages incurred due to the inability to use the Software or the services, or for any indirect damages resulting from other activities relating to the Agreement (including e.g. damages and costs incurred for decreases in or losses of profits or business or for the destruction of or damage to data or computer software) regardless of whether the said Party was aware of the possibility of such damages.

4.2 The total liability of SSH vis-à-vis the injured Party for losses or damages incurred under the Agreement due to its terms and conditions or the non-fulfilment thereof may not exceed the amount of periodic fees paid during the one year period preceding the damaging event.

4.3 SSH shall not be liable to the other Party for any damages or costs for which the injured Party has not presented a claim to the liable Party within one (1) year of the occurrence of the cause of the claim. The cause of the claim referred to in this section shall be deemed to have materialised when the Party became aware of or should have become aware of the said cause.

4.4 SSH provides the support facility for two (2) latest major or minor releases and at least for one (1) year after the general availability date of each major and minor release. SSH provides the support facility for each subsequent maintenance releases only as long as the support facility is provided for related major or minor release.

5. CONFIDENTIALITY AND DATA PROTECTION

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3172193-5   FI-00380 Helsinki

5.1 The Software and know-how related to it or to the services constitute confidential information of SSH. The Customer undertakes to maintain all confidential information in strict confidence, not to disclose it to any third party and not to use it for any purpose other than those set out in the Agreement. This confidentiality obligation shall remain in force even after the Customer's licence has terminated.

5.2 After the termination of the licence, the Customer undertakes to stop using the Software and to remove it from its system and to promptly return or destroy any confidential information it has received in accordance with instructions provided by SSH.

5.3 The Customer may not allow the removal or destruction of markings concerning confidentiality or title incorporated into the Software.

5.4 Processing of personal data shall be governed by the SSH Data Protection Agreement and/or Data Privacy Policy, which are available at https://www.ssh.com/legal/data_privacy_and_protection

6. FORCE MAJEURE

6.1 Neither Party shall be liable for the non-fulfilment of its obligations set out in these General Terms and Conditions if and to the extent that the non-fulfilment of the said obligations is impossible or unreasonable due to such events that a Party cannot have foreseen or that are beyond the control of the Party in question. Events constituting a force majeure include e.g. general and other strikes, lock-outs and other labour actions, interruptions of energy supply, transportation possibilities or data communications, natural disasters, pandemics, exceptional weather conditions, fire, water damages, or restrictions set by governmental authorities, or other legal restrictions.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its conflict-of-laws rules. Further, the application of the United Nations Convention on Contracts for the International Sale of Goods is always expressly excluded and disclaimed.

7.2 Any disputes arising from the Agreement or its appendices shall be finally resolved in arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce by one (1) arbitrator. The place of arbitration shall be Helsinki, Finland and the language of the proceedings shall be Finnish. The arbitration proceedings shall be kept confidential and the confidentiality clauses set out in the Agreement shall be applied to it vis-à-vis the Parties.

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8. TERMINATION

8.1 The initial term for the Services and Software licenses shall begin on the date of the Order and shall continue the following twelve (12) months term. The Customer shall purchase same level of Services for all the Software licenses purchased at the same instant and for the same twelve (12) months term, unless otherwise agreed in writing.

8.2 Services and/or Software license for the same license quantity and support level shall become automatically prolonged for twelve months terms at a time if not terminated by either Party in writing three (3) months before the end of the initial term or any subsequent prolongation term.

SSH does not provide partial Services for any Product, unless otherwise agreed by the Parties in writing. Therefore, the Customer shall at all times possess a valid agreement for Services for all the instances of Software in use regardless of whether the licenses are perpetual or subscription-based.

Each Party shall be entitled to terminate the Agreement with immediate effect if the other Party is in material breach of the terms of the Agreement and does not rectify such breach within thirty (30) days of receiving a written notification of the said breach.

8.2 The termination of the Agreement shall consequently terminate the Customer's right to use the Software and receive services. Upon termination You will remove all copies of the Software or any part of the Software from any and all system storage devices and destroy the Software. Such confidentiality, limitation of liability, jurisdiction and other clauses as are intended to survive the termination of the Agreement shall, however, remain in force.

8.3 SSH shall not be liable to reimburse the Customer for any payments it has made regardless of the reason for the termination of the Agreement.

9. SANCTIONS & EXPORT COMPLIANCE

9.1. Software (including also potential hardware) may be subject to sanctions and export control regulations adopted by the European Union, including Council Regulation (EU) 2021/821 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items. Any supply of Software to Customer is subject to meeting all requirements and conditions imposed by these regulations, including on obtaining an export authorization from Ministry for Foreign Affairs of Finland, where needed.

9.2. For Software subject to this Agreement, Customer undertakes to comply with all applicable sanctions and export control regulations.

9.3 Without limiting the generality of clause 9.2., Customer specifically:
a) undertakes to not export, re-export, supply, or grant access to Software, or any related technical data to any third party without prior written consent by SSH and
b) acknowledges that any such consent may be conditional on a further authorization from the Ministry for Foreign Affairs of Finland.

9.4. For any Software offered by Customer to Customer's own end-users, Customer undertakes to not export, re-export, supply, or otherwise grant access or a license to use Software:

a) to any end-user located in countries or territories subject to a comprehensive embargo imposed by the United Nations, the European Union, the United States, or the United Kingdom or to any end-user located in the Russian Federation or Belarus,
b) to any person or entity subject to sanctions adopted by the United Nations, the European Union, the United States, or the United Kingdom, including those specifically designated on any list of restricted parties (such as the EU Consolidated Financial Sanctions List or the US Specially Designated Nationals List) or any entity owned or controlled by designated parties, unless specifically authorized to do so under applicable law or a valid license issued by a competent authority,
c) to any military end-user without the prior written consent by SSH, which may be subject to a further authorization from the Ministry for Foreign Affairs of Finland,
d) for any uses connected to chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, including their storage or handling, or
e) for uses connected to terrorism or human rights abuses.

9.5. Customer acknowledges, warrants and represents that it has implemented, and shall continue to maintain, effective internal policies, procedures, and controls for the purposes of complying with the undertakings under this Section 9.

9.6. The Customer shall, without delay, provide the SSH with any information and documentation reasonably requested for the purposes of verifying compliance with this Section 9.

9.7. SSH may terminate or suspend this Agreement with immediate effect if it reasonably believes that Customer has breached, or are about to breach, this Section 9.

9.8. Customer shall indemnify and hold harmless SSH for any damages or costs arising out of, or connected to, Customer's failure to comply with this Section 9.

10. PUBLICITY

Licensor shall have the right to refer to the existence of the Parties' business relationship regarding licensing of Product(s) in its marketing as of the Effective Date. Licensor may include Licensee's trademark and/or trade name in printed and/or electronic customer lists.

11. ENTIRE AGREEMENT

11.1 Unless otherwise agreed in writing, this Agreement set forth all the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral, or otherwise) pertaining thereto and constitute the entire agreement between SSH and the Customer.

11.2 All Orders shall be fulfilled strictly in accordance with this Agreement. No other terms and conditions including, but not limited to the Customer´s own standard terms and conditions, shall apply, even if they are not specifically rejected by SSH. No changes or amendments to this Agreement shall be effective unless reduced in writing and signed by SSH.

12. TEMPORARY USE

12.1 If You would like to use the Software for a limited time solely for internal evaluation or proof-of-concept purposes before paying the applicable license fee(s) , You may use the Software for the limited time agreed with SSH, subject to this Agreement, and the additional terms and use restrictions agreed with the SSH.

13. MISCELLANEOUS

13.1 If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

13.2 No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

SSH

13.3 This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

SSH Secure Collaboration License Terms

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration Licence Terms shall apply to the use of SSH Secure Collaboration software solution to be delivered to the Customer or to be provided for the use of the Customer.

2. GRANTING OF LICENCE

2.1 SSH grants to the Customer a limited licence to the SSH Secure Collaboration software solution and/or related applications ("Software") as set out in the Agreement for the period of time determined in the Agreement in accordance with these Licence Terms and against payments made in accordance with the Agreement.

2.2 The Customer shall be entitled to install the Software only to a hardware environment approved of or delivered by SSH. The right to use the Software granted to the Customer in the Agreement and in accordance with these Licence Terms is limited to the number of users so that the Software may only be used by those licensed users for whom the Customer has acquired a licence to use the Software in accordance with these General License Terms.

2.3 Licensed User shall mean a person or system that uses the Software or has designated a license to use the Software.

The following shall be considered licenced users:

(i)   Named User – a named person to whom the Customer has designated a licence and/or who uses the Software;
(ii) Flexible User – a person who uses a license that the Customer has purchased on the basis of belonging to Customer organisation;
(iii) System User – an integration using the Software through the application programming interface (API) or
(iv) Shared Mailboxes – A mailbox that is shared by a group of persons and/or systems

2.4 The Customer shall ensure that all licensed users of the Software comply with the terms concerning the use of the Software.

2.5 The Customer shall be obliged to ensure that the number of above defined licensed users does not exceed the number of licensed users set out in the Agreement. SSH shall be entitled to examine the user information of the Software in order to verify the number of users. In the event that the actual use of the Software exceeds that set out in the Agreement, SSH shall be entitled to multiply the fee defined in the Agreement by three (3) and to invoice the resulting sum retroactively for the amount of use exceeding that agreed upon.

2.6 The Customer may purchase additional user rights to the Software and/or increase the number of licensed users on terms defined in the Agreement or by agreeing upon it separately in writing with SSH.

2.7 The Customer shall be entitled to

(i) make as many copies of the software as necessitated by the use and its own continuity arrangements. All copies made of the Software or its parts shall include notices concerning the copyright and other rights of SSH; and
(ii) use subcontractors, outsourcing partners and other third parties in all activity related to the use, including e.g. the installation and placing of the Software to premises and technical environments administered by third parties and the acquisition of information technology services necessitated by the use of the system from third parties. Upon SSH's request, the Customer undertakes to inform SSH of which third parties the Customer directly employs in activities related to the Software.

2.8 The Customer shall not be entitled to

(i)   use the Software except in accordance with the terms of this Agreement and paid licenses;
(ii)   sell, assign, sublicense, transfer, pledge, lease, or distribute the Software or its user rights;
(iii) copy or to allow third parties to copy the Software or its parts otherwise than on the basis of section 2.7;
(iv)   modify, translate, adapt, alter or make amendments to the Software or to allow third parties to do so; or
(v)   reverse-engineer, decompile or disassemble the Software or otherwise endeavour to map out the functions or structure of the Software or allow third parties to do so,
(vi)   remove any product identification, copyright, proprietary notices or labels from the Software; or
(vii) use any of SSH trademarks in any manner other than their presence within Software without prior written permission of SSH;
(viii) use any third party or open-source components independently from the Software
(ix)   use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
(x)   incorporate, integrate or otherwise include the Software with any other software or documentation;
(xi)   use the Software for the business needs of another person or entity.

(xii) publish any results of benchmark tests run on the Software;

unless it is expressly allowed on the basis of mandatory legislation that applies to these General Licence Terms. The Customer does not, however, receive rights to the source code of the Software or to its documentation.

2.9 SSH collects information from its Software environments to ensure the quality of billing and maintenance.

The collected information is billing and usage statistics, information related to versions of the relevant software components, information related to SSH's Software settings and capacity-, load-, error-, and availability metrics from the Software server environment relevant to ensure Software functionality.

2.10 If the Software is provided as a service by SSH, For SSH Secure Mail, SSH will provide daily backup with 90 days retention. For SSH Secure Messaging, SSH will provide daily backups with 7 days and weekly backups with 4 weeks, unless otherwise agreed.

3. SOFTWARE UPDATES AND CHANGES

3.1 SSH shall repair any errors or malfunctions in the Software in accordance with separate General Support and Maintenance Service Terms. The Software shall be provided "as is", and to the extent permitted by applicable law, SSH shall offer no express, implied or statutory warranties or representations as to its functionality, performance, merchantability, non-infringement or suitability for its purpose of use.

3.2 SSH will release Software updates from time to time. The said updates may comprise new functionalities ("Update") and/or patches ("Patch").

3.3 License for the Software includes the right to use the Updates and Patches released by SSH. The Parties expressly agree that each Update and/or Patch delivered to the Customer shall without further actions become part of the Software.

3.4 At any time during the term of the Agreement, SSH may: (a) implement changes in, or modify the Software and/or Services, including user documentation; (b) discontinue providing the Software and/or Services. If SSH discontinues providing the Software and/or the Services, then SSH shall make all reasonable efforts to give notice at least 180 calendar days prior to intended date of discontinuation.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Customer acknowledges and accepts that the Software contains information which SSH wishes to keep confidential and which it is protected by copyright and/or other intellectual property rights and as a trade secret.

4.2 The title to the Software, related copyrights, design rights, trade secrets and other intellectual property rights belongs to SSH. All rights to copies, translations, amendments and modifications of the Software as well as to derivative copies thereof belong to SSH (or to its licensors). On the basis of these General Licence Terms the Customer does not receive any title or intellectual property rights to the Software, but only a limited licence to use the Software. All rights not expressly granted herein are retained by SSH and its licensors.

SSH and the SSH logo are the registered trademarks of SSH. In accordance with these General Licence Terms, the Customer is not granted any rights, licences or other interest in respect of these or SSH's other trademarks. The Customer is, however, entitled to use SSH's trademarks if the use is accompanied by a notification that the trademarks belong to SSH.

4.3 The Customer shall be obliged to ensure that its measures do not endanger the intellectual property rights of SSH or its subcontractors.

4.4 The Customer agrees that any copies of the Software will contain the same proprietary notices which appear on and in the Software. The Software may contain open-source components that are licensed under their respective terms. SSH shall provide a list of open-source licenses for a particular version of the Software if requested.

5. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

5.1 SSH is liable to ensure and represents and warrants that it has the right to grant to the Customer all rights to the Software agreed upon in this Agreement.

5.2 SSH undertakes at its own cost to be liable for all payments inflicted upon the Customer by the Software in respect of infringements concerning the patents, copyrights, registered designs or other intellectual property rights of a third party which the Customer is obliged to pay on the basis of a legally valid decision of a court of law or a settlement agreement accepted by SSH. What is stated above in this section 5.2 shall be valid provided that the Customer

(i) informs SSH of a claim concerning an infringement promptly after the receipt of such information;
(ii) allows SSH to modify the Software as it chooses so that it does not infringe the rights of a third party,

or allows SSH to acquire a licence from the holder of the right that is allegedly being infringed upon by the Software; and

(iii) allows SSH to defend the Customer against the alleged infringement in question.

5.3 SSH shall not be liable in the manner mentioned above in section 5.2 if the claim is based on a modification of the Software performed by the Customer or on combining the Software with software other than a Software delivered to the Customer by SSH, and if no infringement would take place without such modification or combination, or if the infringement arises solely from some other cause than a SSH product, or if the Customer has used the Software in a manner contrary to these General Licence Terms. If a third party presents to SSH a claim based on the abovementioned matters concerning an infringement, the Customer shall be obliged to indemnify SSH for all direct costs, losses and damages caused by such infringement in accordance with a legally valid judgement or a settlement agreement accepted by the Customer as presented in subsections (i, ii and iii) of section 5.2.

6. THIRD-PARTY COMPONENTS

6.1 "Third Party Component" means additional separate open source, freeware, or other software components that might be distributed along with the Software or as part of it, each licensed to You under its own applicable license terms and conditions. By agreeing to the terms of this EULA, you also agree to the terms of such licenses.

Notwithstanding the license grant set forth in Section 1, You acknowledge that certain components of the Software may be Third Party Components. Licensor shall provide a list of Third Party Licenses for a particular version of the Software in the Software user documentation. To the extent required by the licenses covering Third Party Components, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Third Party Components prohibit any of the restrictions in this Agreement with respect to such Third Party Component, such restrictions will not apply to such Third Party Component. To the extent the terms of the licenses applicable to Third Party Components require Licensor to make an offer to provide source code of Third Party Component in connection with the Software, this EULA constitutes such an offer.

6.2 YOU ACKNOWLEDGE THAT LICENSOR IS NOT THE AUTHOR, OWNER OR LICENSOR OF ANY THIRD PARTY COMPONENT, AND THAT LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUIT ABILITY OF ANY THIRD PARTY COMPONENT.

SSH Secure Collaboration Oy

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ANNEX 1 to SSH Secure Collaboration Licence Terms

Element Flow Down Terms

These Flow Down Terms are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law by, each of Element Software SARL and each member of its Group directly against the Customer.

1. DEFINITIONS

Customer: a third-party that has entered into a con-tract with the Partner for the receipt of products and services that comprise, or incorporate, all or a part of the Element Server Suite or Element Host (as applica-ble).

Element: either New Vector Limited (a company incorporated and registered in England and Wales with company number 10873661, and whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG), its French subsidiary Element Software SARL, its German subsidiary Element Soft-ware GmbH, or its U.S. subsidiary Element Software Inc.

Element Host: A comprehensive stack of server-side components packaged for use by Element partners to facilitate end-to-end encrypted voice, video, messag-ing and collaboration.

Element Server Suite (ESS): the products and services made available by Element, including the provision of the Element software application, Element Host, and/or any other implementation, support, maintenance and/or hosting services (and in respect of a Partner Track, ESS shall comprise those products and services made available by Element in connection with that Partner Track).

Partner Track: the type of partnership the Partner has enrolled on, defined by its specific Partner Bene-fits, obligations, and requirements.

2. CUSTOMER OBLIGATIONS

The customer shall be responsible for:

2.1 ensuring its computing environment (consisting of hardware, software and telecommunications net-works) that is to be used by the Customer in connec-tion with its use of the ESS, complies with the mini-mum technical specification notified to it and updated from time to time;

2.2 procuring and maintaining the Customer's net-work connections and telecommunications links from its systems to the ESS, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

2.3 ensuring that the Customer's use of the ESS complies with all applicable laws and is not fraudulent; and

2.4 ensuring its use of the ESS does not damage, disable, overburden, impair or compromise the ESS or its security or interfere with other users.

3. RESTRICTIONS OF USE

3.1 The customer shall not, and shall take all reasonable steps to ensure that its users do not, upload, access, store, distribute or transmit any viruses, or any mate-rial during the course of its use of the ESS that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offen-sive; (b) facilitates illegal activity; (c) is in breach of applicable legislation in respect to obscenity or inde-cency; (d) promotes violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property.

3.2 Except to the extent that it has a contractual right to do so and to the maximum extent permitted by law, the Customer shall not: (a) (i) attempt to copy, reproduce, modify, duplicate, translate, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the ESS in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the ESS; or (b) access all or any part of the ESS in order to build a product or service which competes with the ESS; or (c) use the ESS to provide services to third parties or offer any part of the ESS for sale or distribution over any other medium; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or other-wise make the ESS available to anyone except its per-mitted users; or (e) attempt to obtain, or assist third parties in obtaining, access to the ESS; or (f) permit any third party to benefit from the use or functionality of the ESS.

4. PROPRIETARY RIGHTS

The customer acknowledges and agrees that New Vec-tor Limited and/or its licensors are the sole and exclu-sive owners of all Intellectual Property Rights and other proprietary rights in the ESS.

SSH Secure Collaboration Service Terms

1. SCOPE OF APPLICATION

1.1 These SSH Secure Collaboration Service Terms shall apply to the user support and maintenance services provided to the Customer for the SSH Secure Collaboration software solution and/or related applications ("Services").

2. SERVICES

2.1 SSH shall provide the Customer with those Services that the Customer has purchased as set out in these SSH Secure Collaboration Service Terms.

2.3 The Services shall be primarily performed from a service centre operated by SSH through a network connection ("remote connection") formed via a public data network to the data network used by the Software. The remote connection shall utilise a protected data transfer protocol and it shall be initiated from fixed IP addresses to be defined separately. The Customer shall be obliged to provide SSH with a remote connection at its own cost.

2.4 SSH is only liable of fixing errors that are solely caused by a fault in the Software as a result of documented, correct and legitimate use of the Software as defined in these terms and conditions and/or user documentation. For example, SSH is not obliged to correct errors if the error is due to, caused by or arises from:
- (i) a hardware failure;
- (ii) malfunctions or errors caused by modifications, amendments or additions made by someone other than SSH;
- (iii) inadequate updating of the Software in use in the Customer's operational environment;
- (iv) malfunctions or errors resulting from the operating environment;
- (v) the use of the Software in a manner contrary to the user documentation or due to the operational environment not meeting the requirements of a supported operating environment; or
- (vi) errors resulting from other external circumstances, such as interferences in the data network,

2.5 In the event that Services are carried out otherwise than via the remote connection, SSH shall be entitled to also charge an hourly fee to cover travel times as well as reasonable travelling and accommodation costs and per diem allowances.

2.6 Unless the Parties agree otherwise, the hourly fee shall be as set out in the valid price list notified to the Customer.

3. SERVICE LEVELS

3.1 SSH shall provide the Customer with the Services for the chosen Services level subject to payment of applicable service fee(s). The content of different levels of Services and error classifications can be found online at SSH´s webpage at
https://www.ssh.com/resources/support/plans.

3.2 SSH shall provide Services only for supported operating environments, unless otherwise agreed by the Parties in writing. SSH designates supported operating environments for each new version before or on the general availability date of such version.

SSH shall have the right to change the content of the Services.

3.3 Services shall at all times comprise at least best effort level as defined in SSH´s webpage, unless the Customer has purchased a higher level of Services.

3.5 The first response times defined at SSH´s webpage necessitate a functioning remote connection.

4. SERVICES AVAILABILITY
4.1 SSH shall provide the Customer with those Services set out in this Agreement and in other relevant order documentation. Detailed scope and usage restrictions are provided in related service descriptions. This section only applies if agreed Software and related Services are provided to the Customer as a Software-as-Service by SSH.

The availability percentage of the Software and related Services provided as Software-as-Service is 99.2%. The realization of availability is monitored regularly by SSH, review period being one (1) month. Availability percentage is measured based on hosting provider uptime. In case the availability percentage is not met, the customer has the right to claim compensation ("Service Credit") from the monthly subscription fee of the service. Claim for Service Credit must be done within two (2) months after the end of the review period during which the availability percentage was not met. Service Credits are awarded in the next invoice for the service in question. Customer may not unilaterally offset your applicable fees for any availability issues.

4.2 Service Credits are calculated as follows:

Availability percentage	Service Credit
99,0-99,2%	5%
98,5-98,9%	15%
<98,5%	25%

The maximum Service Credit for the review period (1 month) is 25%. Service Credits apply only to the subscription fees paid for the service, for which the availability percentage has not been met. Service Credit is calculated from the annual subscription fee divided by twelve (12).

4.3 This availability commitment and any applicable Service Credits do not apply to any availability issues:
   i) Due to factors outside SSH reasonable control (for example, force majeure as defined in Section 6 of SSH Secure Collaboration General Terms and Conditions or a network, routing or device failure external to our data centers, including at Customer site/environment or between Customer site and SSH data center).
   ii) That result from the use of services, hardware, or software not provided by SSH. For the avoidance of any doubt, the SSH does not provide any internet, routing or network services and any performance issues related to that type of services shall be deemed as downtime.
   iii) Caused by your use of a Service after SSH advised you to modify your use of the service, if you did not modify your use as advised.
   iv) That result from Customer´s breach of Section 6 "Customer Obligations" or use of the service in an environment not identified as supported environment or otherwise in a manner not contemplated in relevant SSH product documentation.
   v) Issues that arise from the SSH's suspension or termination of rights to use the service in accordance with this Agreement.
   vi) Downtime caused by scheduled maintenance (e.g. system's scheduled automatic update), emergency maintenance due to actual or suspected security or stability issue or any other maintenance notified at minimum 2 working days prior the maintenance.

4.4 Service Credits are Customer's sole and exclusive remedy for any availability issues for any service provided by SSH. Service Credits will not be awarded to compensate for any other forms of loss, including but not limited to lost revenue, operational costs, or any indirect losses experienced by the Customer.

5. SUPPORT SERVICE CHANGES

5.1 SSH may implement changes in the Services, product documentation or Software, which may result in the new versions of the Software changing in material respects from the earlier versions or discontinue the manufacture and support of any Software. If SSH discontinues the manufacture or support of Software, SSH shall make reasonable efforts to give notice to the Customer at least 180 calendar days prior to intended date of discontinuation.

6. THE USE OF SUBCONTRACTORS

6.1 SSH shall be entitled to use subcontractors in the provision of its services. SSH shall be liable for the work of its subcontractors as it is for its own.

6.2 The Customer shall be entitled to use subcontractors, outsourcing partners and other third parties in all activity related to the services. Upon SSH's written request, the Customer undertakes to inform SSH of which third parties the Customer employs in the use of the services.

7. THE CUSTOMER'S OBLIGATIONS

7.1 The Customer shall be obliged to ensure that persons performing the services are granted access to the Customer's Software and hardware to the extent it is required for the purpose of performing the services in accordance with these General Support and Maintenance Service Terms, and that upon request these persons are provided with the necessary documentation and other documents concerning the Customer's Software and hardware. Furthermore, the Customer shall be obliged to provide for the use of SSH the premises, data media and other equipment related to the use of the Software and hardware that are required for performing the services. The Customer shall provide SSH with correct and adequate information for performing the services. The Customer shall be liable for the information and instructions it provides to SSH. At least one of the administrative users appointed by the Customer must be reachable by SSH in order for SSH to be able to provide the services. The Customer shall inform SSH if the administrative user changes and of any changes in their contact information.

7.2 When SSH uses the Customer's i) premises, ii) hardware, iii) software or iv) other commodities provided by the Customer (ii–iv "commodities") in the services performed by it in accordance with these General Support and Maintenance Service Terms, the Customer shall be responsible for acquiring necessary permits for altering the premises and for the transfer, use (including inter alia the permits necessitated by data protection legislation), copying and distribution of the commodities during the validity of these General Support and

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Maintenance Service Terms to the extent required by the services, in a manner that ensures no third party rights are infringed upon.

7.3 The Customer undertakes to be liable towards SSH for such demands, liabilities, costs and damages that are directly caused by a lack of the permits mentioned above in section 6.2.