

Obseron VMS

Copyright © Valvova

END USER LICENSE AGREEMENT

Version 1.2

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE.

## 1. Scope of the Agreement and Definitions

By installing and/or using the Software (as defined below in this Section) You agree that this End User License Agreement ("Agreement") is a legally binding and valid agreement between 1) the person, firm, company, corporation or other entity who has acquired the license to use the Software ("You") and 2) Valvova Oy, turvaratkaisut, a company registered in Finland with Business ID 1543995-6 ("Valvova").

If You do not agree to be bound by this Agreement You are not entitled to use the Software and You shall remove the Software from Your computer.

"Software" means the Obseron VMS software and the accompanying files. The definition of the Software includes also modifications, fixes, updates, upgrades and derivative works of the Software delivered to You, unless other license agreement terms are specified in connection with the modification, fix, update, upgrade or derivative work.

"Documentation" means usage and installation manuals and other documentation related to the Software in written or electronic form that are supplied to You, are included in the Software or accompany the Software.

"Intellectual Property Rights" means patents, right to inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, database rights, rights related to copyrights and all other rights or forms of protection having equivalent or similar effect as any of the foregoing which may now or at any time hereafter exist anywhere in the world, whether registered or not and including any applications for grant of any of the foregoing, and including, without limitation, the right to amend and further develop the objects of those rights and the right to assign the rights to any third party.

## 2. Product Keys

The product keys for the Software provided to You shall not be copied, shared or otherwise distributed to third parties in whole or in part.

## 3. License Terms

Subject to the terms of this Agreement and Your compliance with the terms of this Agreement, Valvova grants to You a limited, non-exclusive and non-transferrable license to use the Software in Your own use according to the Documentation. You may not use the Software or the files generated or edited by the Software to offer services to use them to third parties or otherwise rent, lease, license, loan, transfer or disclose the Software or the files generated or edited by the Software to any third parties. The Software is licensed, not sold. You may make one (1) back-up copy of the Software solely for back-up purposes.

Your license to use the Software is limited to the number and type of licenses purchased by You as indicated in or in connection with the product keys. You shall use the Software in compliance with all applicable laws. Use of the Software means that You have installed the Software, run the Software on a computer or otherwise use the Software. Using the Software

as a client application for accessing properly licensed Obseron VMS recorders is allowed without a separate license.

You may use the Documentation internally to support the above said licensed use of the Software.

There are no implied licenses. Except as otherwise expressly set forth herein, You may not use, reproduce or copy the Software or the Documentation.

#### 4. Intellectual Property Rights

Any and all Intellectual Property Rights in and to the Software and the Documentation, and any copies, modifications, fixes, updates, upgrades and derivative works thereof are and shall belong to Valvova or its suppliers.

You shall not, and shall not attempt to, modify, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Software.

Portions of the Software utilize open source components. The license terms for these components are supplied within the Software.

The Obseron name, logo or graphics files shall not be used to promote products or services without a separate agreement with Valvova.

#### 5. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY STATED IN WRITING BY VALVOVA, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY STATED IN WRITING BY VALVOVA, VALVOVA MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE SOFTWARE OR THE DOCUMENTATION AND VALVOVA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER CONCERNS ALL FILES GENERATED OR EDITED BY THE SOFTWARE AS WELL.

THIS DISCLAIMER OF WARRANTY SUPERSEDES ALL STATEMENTS IN MARKETING MATERIALS OR BROCHURES RELATING THE SOFTWARE AND NO STATEMENT IN MARKETING MATERIALS OR BROCHURES BINDS VALVOVA OR ITS DISTRIBUTORS.

#### 6. Limitations of Liability

In no event will Valvova, its agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss) in connection with or arising out of or related to this Agreement, the Software, the Documentation or the use or inability to use the Software or the furnishing, performance or use of any other matters hereunder.

In no event shall Valvova's aggregate combined maximum liability in connection with or arising out of or related to this Agreement, the Software, the Documentation or the use or inability to use the Software or the furnishing, performance or use of any other matters hereunder exceed twenty percent (20%) of the amount of the net fees received by Valvova for the respective Software license (per product key).

The limitations of liability herein shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, tort, strict

liability, misrepresentation or any other theory, and these limitations of liability shall apply notwithstanding the failure of essential purpose of any remedy under the Agreement.

7. In case You have acquired the Software license from Valvova's distributor, any claims or questions that You may have in connection with or arising out of or related to this Agreement, the Software, the Documentation or the use or inability to use the Software or the furnishing, performance or use of any other matters hereunder shall be addressed to the distributor and not to Valvova. Termination; No Waiver

Valvova and/or the distributor from whom You have acquired the Software license may terminate Your licenses granted in this Agreement with immediate effect in case You fail to comply with the terms and conditions of this Agreement.

No waiver of the rights of Valvova shall be binding upon Valvova unless made in writing and signed by a duly authorized representative of Valvova.

#### 8. Governing Law and Severability

This Agreement shall be construed in accordance with the laws of Finland excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. All disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English. The arbitration award shall be final and binding on Valvova and You. Notwithstanding the above Valvova may seek equitable and/or injunctive relief to prevent or stop a violation of the Agreement in any court of law, and Valvova may bring an action based on the Agreement (such as breach or suspected breach of the Agreement) in any court having jurisdiction over Your domicile or any place where You have assets. Valvova may authorize its distributors to act on its behalf in any actions.

If any provision of this Agreement is considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any other provisions.

#### 9. Consent of Use of Data

You agree that Valvova may collect and Valvova and its subcontractors may use information gathered as part of the support services related to the Software provided to You, if any. Valvova may also use this information to provide notices to You which may be of use or interest to You. Any support services performed by Valvova are subject to a separate order accepted by Valvova and subject to service terms of Valvova.

In addition, the Data Processing Annex 1 will apply to Valvova's processing of personal data on Your behalf.

#### 10. Annexes

Annex 1: Data Processing Annex

## DATA PROCESSING ANNEX

### 1 BACKGROUND AND PURPOSE

- 1.1 The terms of this Annex shall apply to and are integral part of the End User License Agreement ("**Agreement**") if Personal Data is Processed by Valvova and/or its Subcontractors based on the Agreement.
- 1.2 The Parties acknowledge and agree that with regard to the Processing of the Personal Data under this Annex, the End User is the Controller and Valvova is the Processor.
- 1.3 This Annex does not apply to the Processing of the Personal Data which belongs to Valvova's customer, prospect and/or partner personal data registers. Valvova is the Controller of Valvova's customer, prospect and/or partner personal data registers.

### 2 DEFINITIONS

As used in this Annex the following terms shall have the following meanings:

**"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

**"End User"** has the same meaning as "You" in the Agreement.

**"Laws"** means mandatory laws in force from time to time in Finland ("**Country**") relating to the protection of Personal Data and the Processing, including but not limited to the EU General Data Protection Regulation 2016/679 ("**GDPR**"), and all binding EU and national data protection legislation in force in the Country.

**"Personal Data"** means any information relating to an identified or identifiable natural person ("**Data Subject**") which information is Processed under the Agreement on behalf of the End User. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

**"Process" or "Processing"** means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**"Processor"** means a natural or legal person, public authority, agency or other body, which Processes the Personal Data on behalf of the Controller.

**"Separate Pricing"** is defined in Section 3.

**"Service" or "Services"** means the Software and/or Valvova's services.

**"Subcontractor"** means the third parties that Valvova uses in the performance for the Agreement.

### 3 PROCESSING

3.1 The types of the Personal Data and categories of the Data Subjects can be some or all of the following Personal Data of the End User's users':

- (a) name;
- (b) user name;
- (c) title;
- (d) position;
- (e) address;
- (f) phone number; and/or
- (g) email address.

3.2 Valvova and any person acting under the authority of Valvova, who has access to the Personal Data, may Process the Personal Data only on documented instructions from the End User, unless required to do so by EU or EU member state law to which Valvova is subject. Such instructions are hereby given by the End User to Valvova and are limited to: the End User gives Valvova instructions to Process the Personal Data in order for Valvova and the Subcontractors to provide the Services to the End User in accordance with the Service specification of Valvova as amended by Valvova from time to time. If the End User desires to amend the documented instructions or give new documented instructions to Valvova, the amended and new instructions are subject to Valvova's written consent and may be priced in accordance with the Separate Pricing.

3.3 Valvova shall:

- (a) ensure that persons authorised to process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (b) in accordance with the Separate Pricing, taking into account the nature of the Processing, assists the End User by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the End User's obligation to respond to requests for exercising the Data Subject's rights laid down in the Laws;

- (c) in accordance with the Separate Pricing, assist the End User in ensuring compliance with the obligations pursuant to the Laws, in the performance of data protection impact assessments and consultations with the supervisory authorities as required pursuant to the Laws;
- (d) in accordance with the Separate Pricing, as requested by the End User in writing, delete or return the Personal Data to the End User after the end of the provision of the Services relating to the Processing, and delete existing copies unless EU or EU member state law requires storage of the Personal Data; and
- (e) in accordance with the Separate Pricing, make available to the End User information necessary to demonstrate compliance with the obligations laid down in the Laws and allow for and contribute to audits, including inspections, conducted by the End User or another auditor mandated by the End User to audit Valvova's compliance with this Annex. Valvova shall inform the End User if, in its opinion, the End User's instruction infringes the Laws. The End User shall notify Valvova of the audit in writing at least thirty (30) days in advance. The auditor may not be a competitor of Valvova. The information regarding Valvova's operations learnt during the audits are Valvova's trade secrets. The End User is liable for the auditor's compliance with the terms of the Agreement.
- 3.4 If based on the Laws or any other legislation, regulations or decisions of authorities or the End User's instructions, Valvova is required to assist the End User in performing the End User's obligations to respond to requests for exercising the Data Subjects' rights or is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not Valvova's Service duties, the End User shall pay to Valvova a separate price for such tasks or activities on a time and material basis in accordance with Valvova's consultation price list in force from time to time ("**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject on the Personal Data possessed by Valvova, or removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections.

#### **4 USE OF SUBCONTRACTORS**

- 4.1 Valvova may engage Subcontractors i.e. sub-processor(s) for the purpose of the Processing. The Subcontractors can provide e.g. ICT related services and Process the Personal Data on Valvova's behalf for the purpose of providing the Services.
- 4.2 Valvova will on the End User's request provide information on the then current Subcontractors.

#### **5 END USER'S DUTIES**

- 5.1 The End User acts as the Controller in relation to the Personal Data. The End User is (among other things) liable for the correctness of the Personal Data and the lawfulness of the Processing of the Personal Data and for other duties and liabilities of the Controller.

5.2 The End User shall take backup copies of the Personal Data before providing the Personal Data to Valvova or its sub-processors.

5.3 The End User warrants to Valvova that: (a) the Personal Data has been obtained lawfully; (b) the Services to be provided by Valvova and its sub-processors will be consistent with and appropriate to the specified and lawful purposes for which the End User is engaged in relation to the Personal Data; (c) the End User has not and will not disclose the Personal Data or any part thereof to Valvova or its sub-processors in a manner incompatible with applicable legislation; and (d) Valvova and its sub-processors are authorized under applicable legislation to Process the Personal Data.

#### **6 SECURITY**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Valvova shall in its own environments implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) in accordance with the Separate Pricing and as agreed by the Parties, the pseudonymisation and encryption of the Personal Data, (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.

#### **7 NOTIFICATION OF PERSONAL DATA BREACH**

- 7.1 Valvova shall notify the End User without undue delay after becoming aware of a Personal Data Breach its Valvova's own environments.
- 7.2 Valvova shall in accordance with the Separate Pricing, assist the End User in ensuring compliance with the End User's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to Valvova.

#### **8 TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

- 8.1 Valvova and the Subcontractors might transfer the Personal Data to countries outside the European Economic Area (EEA) and European Union (EU) ("**Third Country**") for the purposes set out in the Agreement.
- 8.2 The legal basis for the transfer of the Personal Data to Third Countries is Valvova's or the Subcontractors' Binding Corporate Rules, European Commission's Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries, the EU-U.S. Privacy Shield Framework, alternative data export mechanisms for the lawful transfer of Personal Data (as recognized under EU data protection laws) or other legal basis.

8.3 Also, the End User or a user of the End User might use Services in Third Countries or the End User or a user might contact Valvova in Service matters

from locations in Third Countries. In such situations, the transfer is made by the End User and not by Valvova.