

General Terms and Conditions of Directo Business Software as a Service

Applicable from: 06.10.2022

1. Application of the General Terms and Conditions

- 1.1. These general terms and conditions of Directo business software as a service (hereinafter the **General Terms**) apply to all transactions between Directo OÜ (registry code 10652749; seat at Mõisa 4, Tallinn, 13522 Estonia, hereinafter **Directo**) and its client as the service recipient.

2. Definitions

- 2.1. In these General Terms:
 - 2.1.1. **Agreement** means the agreement for the use of Directo's services, consisting of the Main Terms, these General Terms and other documents annexed to the Agreement;
 - 2.1.2. **Client** means the legal entity using Directo's services;
 - 2.1.3. **Party** means Directo or the Client separately;
 - 2.1.4. **Parties** means Directo and the Client together;
 - 2.1.5. **Services** means the use of Directo's business software and related functionalities, extensions, interfaces and other additional services, including development and consulting;
 - 2.1.6. **Main Terms** means the part of the Agreement which sets out the conclusion of the Agreement, the application of the General Terms and the functionality, the scope of the Services and other terms and conditions.

3. Object of Agreement

- 3.1. Under the Agreement, Directo makes the Services available to the Client for a fee and grants the Client the right to use the Services for the purpose of conducting the Client's daily business. The Services are provided to legal entities only. The Client shall not use a single Directo Services database to conduct the business of multiple legal entities.
- 3.2. The Client has the opportunity to order additional functionalities, extensions, interfaces and additional services to the Services, including development and consulting services. The description of the possible functionalities of the Services is available at directo.ee/voimalused. These General Terms apply to all Services provided by Directo.

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3.3. **Software as a Service (SaaS)**

Directo generally provides the Services under a SaaS model, i.e. the Services are made available to the Client on a server provided by Directo, subject to reasonable usage restrictions. Directo makes a backup copy of the Client's data on a daily basis and retains it for at least 7 calendar days, except for attachments added by the Client and stored by Directo, a backup copy of which shall be retained for 24 hours.

4. Registration and users

- 4.1. Directo will grant access to the Services to a Client's user with administrator rights and the Client will designate the users who are authorized to use the Services on the Client's behalf. The Client may add unlimited number of users to the Services, but only the number of subscribed users requested by the Client can use the Services at any one time. The Client shall be responsible for the security of the users' accounts and shall keep the access details of the Services confidential.

5. Changes to the Services

- 5.1. The Client has the right to subscribe to additional Services by notifying Directo thereof. Directo will supplement the Services on the basis of the Client's application as soon as possible.
- 5.2. The Client has the right to cancel any Services by notifying Directo at least 1 day prior to the last business day of the current calendar month. In such case, the provision of the relevant Services and the calculation of the fee for the cancelled Services shall cease at the end of the current calendar month. If the Client submits a notice of cancellation at a later date, provision of the relevant Services and calculation of the relevant fee shall cease at the end of the calendar month following the submission of the cancellation notice. Cancellation of Services shall not terminate the Agreement.
- 5.3. Directo will confirm the changes to the Services requested by the Client by confirmation letter in at least a format that can be reproduced in writing (e.g. by e-mail or through self-service). The confirmation letter amends the Agreement between Directo and the Client.

6. Price list and invoicing

- 6.1. **Price list**

The price list applicable to Directo's Services is available at directo.ee/hinnad. Directo may amend the price list annually or less frequently by giving the Client reasonable notice of the changes via the contact details provided by the Client. Changes to the price list will take effect on the date specified in the notice.
- 6.2. **Invoicing**

Fees shall be calculated as of the date on which the Services are made available to the Client, regardless of whether the Client has registered any users. The Client shall pay for the Services monthly, in advance for the current month and

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within 7 calendar days of the date of the invoice, unless otherwise stated in the Main Terms or on the invoice. Any prepayments made by the Client are non-refundable.

- 6.3. In case of late payment, Directo shall be entitled to charge late interest on the overdue amount at the rate of 0.2% for each day of delay until the debt is paid in full. If the Client delays payment of an invoice for 30 calendar days or more, Directo has the right to restrict the Client's access to the Services until the debt is paid in full.

7. Service quality

- 7.1. Directo will make all reasonable efforts to ensure the highest quality and security of the Services, but Directo provides no warranty that (i) the Services are uninterrupted, error-free or secure; (ii) the Services are compatible with all hardware and software configurations; (iii) the Services meet all of the Client's requirements and needs; or (iv) the implementation, documentation or instructional materials for the Services are complete and error-free. Directo makes no other warranties and any other warranties regarding the Service are excluded, including, but not limited to, any warranties as to the suitability or fitness of the Services for a particular purpose.
- 7.2. The availability of the Services may be occasionally interrupted due to certain technical limitations or maintenance. Directo will make all reasonable efforts to notify the Client of such interruptions well in advance and, if possible, shall carry out maintenance outside normal business hours so as to minimise the potential impact of such interruptions on the Client's business. The Parties agree that scheduled maintenance of the Services shall be carried out nightly between 01:00 and 05:00 Estonian local time and the Services may be unavailable during that time. The Client is not entitled to a fee reduction due to interruptions during the maintenance period.
- 7.3. If Directo is in culpable breach of the Agreement and access to or use of the Services is fully blocked as a result of such breach, the fee for the relevant Services will be reduced by 0.15% for each full hour during which access to or use of the Services was fully blocked.

8. Limitations of liability

- 8.1. To the extent permitted by applicable law, Directo is not liable for any loss of revenue, loss of data or other direct or indirect loss or damage incurred by the Client. Directo is only liable for direct pecuniary loss caused by a culpable breach which leads to a total interruption of the Services. To the extent permitted by applicable law, Directo shall not be liable for any claims of third parties (e.g. the Client's end customers) relating to the Services.
- 8.2. Among others, Directo shall not be liable for any damage, loss of revenue, expenses or other consequences incurred by the Client due to (i) the Client's inability to use the Services with certain hardware or software configurations, (ii) unauthorized access to the Client's data or alteration, loss or deletion of data, (iii)

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partial interruption of the Services, error or computer virus transmitted through the Services, or (iv) errors or omissions in implementation, documentation or instructional materials of the Services.

- 8.3. The limitations and exclusions of liability set out in the Agreement shall not apply in cases and to the extent where such liability cannot be excluded or limited under applicable law, including in the event of Directo's intentional breach.

9. User support

- 9.1. Directo offers user support on the following conditions:
- 9.1.1. **By e-mail** – Directo's e-mail address is available at [directo.ee](mailto:info@directo.ee).
- 9.1.2. **By phone** – Directo's helpline and working hours are available at [directo.ee](tel:+3716718574).
- 9.2. Directo will only provide user support to correct any faults in the Services. Directo does not provide user support for the purposes of training the Client on how to use the Services or personal consulting. However, the Client may order these services in accordance with the applicable price list.
- 9.3. Directo will resolve failures in the following order according to the number of Clients affected by the failure:

Severity	Definition	Estimated time of resolution
Level 1 – Critical	A general failure that prevents all Clients from accessing or using the Services.	As soon as possible after receiving an error message
Level 2 – Major	A failure of the Services that prevents one or more Clients from accessing or using the Services.	In running order after critical failures have been resolved
Level 3 – Minor	Partial non-availability or limitations of the Services to one or more Clients, which does not prevent the Client from accessing or using the Services.	As part of ongoing software upgrades after critical and major failures have been resolved.

10. Processing of personal data

- 10.1. Directo provides the Services in compliance with applicable data protection legislation (including the EU General Data Protection Regulation). Information on Directo's privacy policy is available at directo.ee/dataprotectionterms.
- 10.2. In connection with the performance of the Agreement, Directo may process personal data on behalf of the Client. In such case, the personal data shall be processed in accordance with the Personal Data Processing Agreement, if applicable.
- 10.3. The Client warrants that it has the necessary rights to disclose, transfer and process the data in connection with the Services ordered from Directo. The Client

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shall indemnify Directo against all damages and expenses (including compliance costs) arising from the Client's breach of data processing requirements.

11. Intellectual property

- 11.1. The intellectual property rights in the software and all materials relating to the provision of the Services, including modifications, enhancements and derivative works, remain in Directo's full ownership. Under the Agreement, Directo makes the Services available to the Client and grants the Client the right to use the Services only on the terms and for the purposes set out in the Agreement.
- 11.2. The Client is prohibited from: (i) modifying, processing, decompiling, copying, selling, renting or otherwise distributing any software included in the Services or any materials related to the Services; (ii) accessing the contents and structure of the source code of the Services; (iii) providing access to the Services to third parties or sublicensing the Services.

12. Client data

- 12.1. To the extent necessary for the provision of the Services, the Client grants Directo a free non-exclusive license to use, reproduce and otherwise process the Client's data in possession of Directo.
- 12.2. During the term of the Agreement, the Client may download their data which is in Directo's possession. Directo may charge an additional fee for the transfer of a complete copy of the data during the term of the Agreement.
- 12.3. Within six months from the termination of the Agreement, the Client shall have the right to request Directo to transfer the Client's data in possession of Directo in an electronic machine-readable format, except for attachments retained by Directo, which the Client itself must download from Directo before termination of the Agreement. If the Client has not exercised its right of data transfer within six months of the termination of the Agreement, Directo has the right to delete the data without transferring it to the Client. Directo has the right to refuse to transfer the data until any outstanding debt owed by the Client has been paid in full.

13. Confidentiality

- 13.1. The Parties are prohibited from disclosing to any third party any information relating to the Agreement and the performance of the Agreement, any information concerning the other Party's business or other activities, and any information relating to intellectual property disclosed or made known to a Party in the course of pre-contractual negotiations or performance of the Agreement, except:
 - (i) information which was in the public domain or was known to the Party before it was disclosed by the other Party;
 - (ii) which the Party subsequently and lawfully obtained from a third party; or
 - (iii) if disclosure is necessary for achieving the purpose of the Agreement or is required by law or by an order of a court or other competent authority.

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- 13.2. The Client undertakes to ensure that its representatives, employees and users who have access to confidential information are informed of the confidentiality obligation and are bound by a confidentiality obligation at least equivalent to the confidentiality obligation set out in these General Terms.
- 13.3. Directo may use the Client's name and logo in marketing and public promotional materials in accordance with generally accepted industry practice.
- 13.4. The confidentiality obligation shall remain in force for the duration of the Agreement and for 5 years after the expiry of the Agreement and shall continue indefinitely thereafter.

14. Term and termination

- 14.1. Unless otherwise agreed in the Agreement, the Agreement shall be valid for an indefinite period from the moment of signing.
- 14.2. Each Party may terminate the Agreement at any time without cause by at least one calendar month's written notice to the other Party.
- 14.3. Each Party shall have the right to terminate the Agreement without notice by sending to the other Party a notice of termination in at least a format that can be reproduced in writing, if the other Party has repeatedly or materially breached the Agreement. The Parties agree that material breaches include, inter alia:
 - (i) the Client delays any payment for the Services for more than 30 calendar days;
 - (ii) the Client has sublicensed the Services or otherwise made the Services available to a third party;
 - (iii) Directo's culpable breach renders it impossible to access or use the Services for more than 60 consecutive calendar days;
 - (iv) the other Party ceases or intends to cease operations, or is subject to liquidation, bankruptcy or reorganisation proceedings, or the other Party itself files for liquidation, bankruptcy or reorganisation.

15. Consequences of termination

- 15.1. Upon termination of the Agreement, the Client will lose the right to use the Services and Directo will restrict the Client's access to the Service.
- 15.2. All provisions of the Agreement which are intended to survive termination shall survive termination to the extent permitted by law. Termination of the Agreement shall not affect the rights and obligations of the Parties accrued prior to the date of termination.

16. Amendment of the General Terms

- 16.1. Directo reserves the right to change these General Terms, in particular if amendments are necessary to comply with legal obligations or due to changes in Directo's Services or business activities. Directo will provide reasonable advance notice of any changes to the Client, using the contact details provided by the Client. Changes shall take effect from the time of notification to the Client, unless

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provided otherwise. If the Client does not agree with the changes, it may not be possible for the Client to continue using the Services.

17. Applicable law and dispute settlement

- 17.1. The Agreement and any documents relating thereto shall be governed by and interpreted in accordance with the laws of the Republic of Estonia. Disputes, disagreements and claims arising out of or in connection with the Agreement shall be settled in the Harju County Court (Tallinn, Estonia).

18. Final provisions

- 18.1. Directo may assign its rights and obligations under the Agreement without the Client's consent. The Client may not assign its rights and obligations under the Agreement without Directo's written consent.
- 18.2. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity and enforceability of the remaining provisions of the Agreement.
- 18.3. The failure of any Party to insist upon strict adherence to any provision of the Agreement on any occasion will not be considered a waiver of any right hereunder, nor will it deprive that any Party of the right thereafter to insist upon the strict adherence to that provision or any other of the Agreement.
- 18.4. The Agreement contains the whole agreement and supersedes any prior written and oral agreements between the Parties relating to the subject matter of the Agreement.