

Spacent Service Agreement – GENERAL TERMS AND CONDITIONS (Membership and Own Facilities Service)

Last updated 14/12/2020

1. Parties

This Agreement is made between the following parties:

The service provider Spacent Oy (Ltd) (hereinafter "Spacent")

Business ID: 2941167-1

Address: Yliopistonkatu 4, 00100 Helsinki

Member: (hereinafter "Member"), registered for Spacent.

Spacent and the Member may also be referred to individually as "Party" or collectively as "Parties". The Member's employees, who are using the service platform, are referred to as "Users".

2. Definitions

In this Agreement, the following terms shall be defined as stated below. For the sake of clarity, it is noted that the definitions in Appendix 2 User terms only apply to the appendix in question.

"Own Facilities" shall mean facilities in the Users' possession, which are listed in the service platform, but which only can be booked by the Users.

"Own Facilities Service" shall mean a service provided by Spacent, which allows the Users to book Own Facilities in accordance with this Agreement.

"Services" shall in general mean all services produced by Spacent for the Member such as service platform, regardless of whether they are implemented under Membership or Own Facilities Service.

"Agreement" shall mean this agreement with the attached appendices.

"Membership" shall mean the service provided by Spacent based on a monthly fee, with the content defined in this Agreement.

3. Purpose of the agreement

The purpose of this Agreement is to agree on the terms, under which Spacent grants and the Member accepts the Membership. The terms of Own Facilities Service are also determined by this Agreement.

It is understood that taking the Service into use by the Member requires that each User shall individually file a registration to the Service. User shall comply with the user terms and privacy policy informed at the registration.

4. General obligations and rights of Spacent

Spacent undertakes to deliver the Services in accordance with this Agreement, with due care and professionalism.

The Service is available for the User from the agreed day of commissioning of the Service.

Spacent is responsible for ensuring that the Service is available to the Member primarily round-the-clock (24/7/365), with the exception of temporary maintenance breaks. Spacent strives to notify in advance about installation, adjustment or maintenance operations within the Service, and strives to ensure that the installation, adjustment or maintenance operations do not cause undue disturbance to the use of the Service.

Spacent is, at its own cost and as part of its normal activities, responsible for maintaining, developing and improving the Service continuously, so that the Service remains functioning, compliant with law and good market practice, and that ongoing technical developments are taken account within the Service.

Spacent undertakes to update all features which have been improved in the Service during the agreement period for the Users. If Spacent modifies the Service and that has effects to the Service provided to the Member, Spacent shall notify the Member in advance about such change.

If specific functionalities are developed to the Service for the needs of a Member, Parties shall agree separately and in advance on the development work, as well as recovery of the development cost. Irrespective of the Parties separate agreement over the cost recovery, all development results and/or intellectual property or any other rights in them shall be sole and exclusive property of and are vested in Spacent. Spacent can utilize the development results or parts of them in its business without any restrictions.

Spacent is responsible for ensuring that the instructions for use of the Service are accessible for the Member and the User.

Spacent must respond to the Member's contacts and make reasonable efforts to correct any errors in the Service without undue delay.

5. General obligations of the Member

The Member undertakes to pay the service fees which have been agreed on in this Agreement or separately in connection to the Service on time and in full.

In addition, the Member is responsible for performing the tasks under its responsibility in accordance with this Agreement and with due care, acquiring and ensuring the functionality of the devices, connections and software needed for using the Service, providing up-to-date information to Spacent regarding Own Facilities needed for producing the Service and Spacent has up-to-date information at the time regarding the Users, who have the right to make bookings under Spacent Membership.

6. Rights to the Service, right of use of the Service and intellectual property rights

This Agreement does not entail transfers or assignments of copyrights or other intellectual property rights belonging to either Party.

The intellectual property rights to the Service and the materials of Spacent and the amendments or modifications made to them belong to Spacent or to a third party.

The Member shall have the right to use the Service and the materials belonging to Spacent during the term of the Agreement. The Member shall immediately upon the termination of the Agreement discontinue the use of the Service and/or the use of Spacent's materials. The Member has no right to resell or otherwise distribute the Service to third parties without written consent by Spacent.

The ownership of the Member's material and intellectual property rights belong to the Member or to a third party specified by the Member. "Member's material" means information or material transferred into the Service or otherwise provided by the Member to Spacent in connection with the Service, as well as information or materials concerning the Member which are created and/or processed within the Service.

Spacent has the right to use the Member's material only for providing the Service. Spacent shall return all Member's material to the Member on request upon termination of the Agreement. In case the Member has not requested a return of the material within 60 days from the day of termination of the Agreement, Spacent has the right to erase the Member's material. However, Spacent always has the right to store such information from the Member's material that is required to be retained according to law (e.g., bookkeeping material) or that Spacent needs in order to protect its rights in possible legal proceedings.

7. Terms for the Membership

Content of the Membership and User Terms relating to the bookings are defined in appendix 1 and 2.

8. Terms for Own Facilities Service

The contents of Own Facilities Services and User Terms regarding booking of the Own Facilities are defined in appendices 1 and 2.

9. Service Fees

The monthly fees for the Service without value added tax is defined in Appendix 1. Value added tax valid at the time of invoicing is added to the invoiced amount (24 % at the time of entering the Agreement). Fixed monthly fees are invoiced in advance at the beginning of each month. The invoicing right starts in the month when the Service is taken in to use (ie. commissioning date). Spacent has the right to revise the monthly fee annually and/or in case the scope of the Service is amended. The revised monthly fee shall become valid within 60 days from Spacent's notice. If Member objects the change, Member has the right to terminate this Agreement in accordance with the clause 10.

Spacent can also charge from the Member any additional fees such as booking fees and fees for additional services in connection with the Service. These fees may change time to time and fees valid at the time of the booking is informed within the Service.

The term of payment is 21 days net from the day of invoice. The late-payment interest is determined in accordance with the applicable law.

More detailed information regarding invoicing is defined in the Service.

10. Validity and termination of the Agreement

This Agreement shall enter into force when both Parties have signed the Agreement, and it will be valid until further notice. Commissioning date of the Service is defined in the Appendix 1.

In case of a termination of the Agreement by the Member, the termination period is 30 days from the termination notice. In case Spacent terminates the Agreement, the termination period is 90 days from the termination notice. The notice of termination shall be delivered to the Party in writing.

If Spacent has amended the terms and/or prices referred in paragraphs 7-9 and the Member does not accept the amended terms or prices, the Member may terminate this Agreement by giving written termination notice to Spacent at least 30 days prior the change was to enter into force. The Agreement ends on the date the change was supposed to enter into force.

If a Party breaches this Agreement substantially without rectifying the breach within thirty (30) days from receiving a written notice thereof, the other Party has the right to declare the Agreement terminated with immediate effect.

Notwithstanding the termination of the Agreement, such paragraphs of the Agreement, which are by their nature of express wording intended to remain in force also after the expiry of the Agreement, will remain in force.

11. Limitation of liability

Delay in taking the Service in to use (ie. delay in the commissioning date), interruptions related to the availability of the Service or any errors in it do not give to Member any right to compensation or reimbursement of the monthly or service fees.

Neither Party shall be liable to the other Party for any indirect or consequential damages, such as production losses, lost income or lost profits.

Spacent's liability is at all times limited to the amount(s) paid by the Member three (3) months prior to the occurrence of event of default.

Restrictions of liability shall not apply when the damages are caused intentionally or by gross negligence or by breaching the confidentiality stated in paragraph 12.

12. Confidentiality

The Parties undertake to keep confidential the materials and information received from each other, regardless of the form in which they are provided or whether they are marked as confidential or not. This confidentiality obligation does not apply to the information which are intended to be published in the Service.

Party may use confidential information only for the purpose defined in this Agreement and only to the extent it is necessary with regard to the mentioned purpose. A Party shall have the right to disclose confidential information only to such employees, who have a justified need to obtain access to the confidential information. However, the foregoing confidentiality obligation shall not apply to materials of information, (a) which is in the public domain or otherwise public; or (b) which the Party has received from a third party without confidentiality; or (c) which was in possession of the receiving Party without a confidentiality obligation before receiving the information from the other Party; or (d) which a Party has independently developed without utilizing the material or information received from the other Party; or (e) a Party is obliged to publish or disclose according to law, regulation or other official order by a official authority or based on a court decision.

13. Applicable law and dispute resolution

The Agreement and all matters arising out of or in connection with the Agreement shall be interpreted, construed and governed exclusively in accordance with the laws of Finland without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods done at Vienna April 11, 1980 is excluded.

In the event no settlement can be reached by means of negotiations, any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one arbitrator. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted and the arbitration award shall be given in the English or Finnish language. All arbitration awards shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. The Parties agree that the arbitration procedure and all thereto related material and information shall be treated as confidential information in accordance with section 12 of this Agreement.

The Parties have nevertheless right to claim for outstanding receivables under the Agreement at the district court of Helsinki.

Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.

14. Amendments to the Agreement

Spacent may unilaterally amend the contents of Service (incl. prices), terms of this Agreement and/or its Appendices. If Member does not accept the new content or terms, the Member has a right to terminate this Agreement in accordance with paragraph 10. If the Member does not terminate this Agreement, the updated content and terms shall replace the former corresponding terms and become as part of this Agreement.

15. Appendices to the Agreement and order of validity

The following appendices shall form an integral part of this Agreement:

Appendix 1 Service Description
Appendix 2 User Terms
Appendix 3 Privacy Policy

In the event of any discrepancy between the contents of this Agreement and its appendices, this Agreement shall prevail, and thereafter the appendices in numerical order, starting with the lowest number.

Appendix 1

1. Spacent Membership:

Spacent Unlimited Membership Includes:

- Access to spaces in Spacent Platform
- Unlimited workspace access per person per month
- Meeting rooms and project spaces available as additional purchases

Membership Fees

Number of users:	Unlimited
Membership type:	Spacent Unlimited Membership

The services according to the section above are subject to following monthly payments and fees:

- Spacent Unlimited Membership will be invoiced monthly in advance, with the prices in force at the time. Invoicing will take place in the beginning of each month for the Service used by Member during the following month. The payment term is 21 days net from the date of the invoice.
- Meeting rooms will be invoiced in accordance to the pricing in the Spacent Platform. Invoicing will take place in the end of each month for the Service used by Member during the month. The payment term is 21 days net from the date of the invoice.

2. Own Facilities Service(optional)

Includes:

- A Spacent mobile and web application as a tool to manage the capacity of the Member's own facilities
- Booking features for Member's own facilities

3. Commissioning of the Service

The Commissioning date of the Service shall be begin immediately when purchase has been made through the website and the first payment received.