



General terms and conditions

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**General Terms and Conditions
Nebula Oy**

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1. General

These terms and conditions shall be applied to agreements ("Agreement") under which Nebula Oy ("Supplier") provides services to its customers ("Customer"). In case of any discrepancies between these general terms and conditions and other terms and conditions of the Agreement or its appendices, the Agreement and its appendices shall prevail.

2. Definitions

The following terms shall have the meaning defined hereunder, unless otherwise agreed in the Agreement: **"Intellectual Property Rights"** shall mean patents, inventions, trade secrets, utility models, trademarks, logos, domain names, techniques, design rights, knowhow, methods, copyrights (including right to amend object thereof and the right to assign), whether registered or not, and all applications concerning the registration thereof as well as any other intangible right under any legal system.

"Consumer customer" shall mean a natural person using the Services mainly for other than business purposes.

"Target Environment" shall mean any equipment, licenses, software, applications or rights to use as defined in the Agreement or its appendix "Target Environment and charges" or other Service item as defined in the Agreement or its appendix or any equipment, license, software, applications or rights to use ordered by the Customer and confirmed by the Supplier and which is Service item or any other Service item ordered by the Customer from the Supplier and charged by the Supplier from the Customer.

"Service" shall mean Connection Services, Cloud Services, installation, maintenance, control, support, consulting, training, supervision or software services defined in the Agreement and possible service descriptions and service level agreements as appendices to the Agreement, or other service provided by the Supplier to the Customer.

"Connection Services" shall mean telecommunications services provided by the Supplier, such as telecommunications links, business subscriber connections and networks, as well as other services defined as Connection Services by the Supplier from time-to-time.

"Cloud Services" shall mean cloud services provided by the Supplier which are:

- (1) Infrastructure as a Service (IaaS) services, such as distributed firewall service, high availability solutions, virtual server, storage and back up capacity;
- (2) Platform as a Service (PaaS) services, such as web hotels, domain park, virtual servers with an operating system and database servers;
- (3) Software as a Service (SaaS) services, such as e-mail and calendar services, unified communications, data security services and network drives; and
- (4) Other services provided over computer networks and services defined as Cloud Services by the Supplier from time-to-time.

3. Conclusion of the Agreement

- (1) The Agreement shall be deemed concluded
 - a. when the Customer accepts the General Terms and Conditions in connection with an order on the Supplier's website;
 - b. when the parties enter into an Agreement regarding the Service in writing or electronically;or



- c. by the Supplier's order confirmation delivered in writing or by e-mail or when the Supplier has otherwise verifiably accepted the Customer's order.
- (2) The Agreement shall, however, always be deemed concluded when the Customer pays the Supplier's first invoice for Services in the scope of the Agreement.

4. Term and Termination

The Term of the Agreement for other than Consumer customers shall be:

- (1) for Cloud Services, equal to the invoicing period or the term defined in the appendix Target Environment and charges;
- (2) for Connection Services, the term defined in the order form or during the ordering, or the term defined in the appendix Target Environment and charges; and
- (3) for other Services, the term defined in the order form or in the appendix Target Environment and charges.

As for other than Consumer customers, the Agreement shall be automatically renewed at the end of a term by a new agreement period of the same length ("Extension Term") until the Agreement is terminated by either Party by giving a written notice one (1) month before the expiry of the then ongoing term or Extension Term. The definition "Term" shall hereafter mean the Agreement Term and the Extension Term. During the Term, the parties may also agree upon another minimum validity period in an appendix to the Agreement.

As regards Consumer customers, the term and termination of the Agreement shall be as follows:

Unless otherwise agreed by the Supplier and the Consumer customer in writing, the Agreement shall be valid until further notice. The Consumer customer shall have the right to terminate such Agreement by giving two (2) weeks' oral or written notice. The Supplier shall send a written confirmation of the notice of termination to the Customer.

A fixed term Agreement may not be terminated during the agreement term. The Consumer customer shall, however, have the right to terminate a fixed term Agreement by giving two (2) weeks' notice if he/she has met financial difficulties due to illness, unemployment or similar reason not attributable to him/her, or if keeping the Agreement in force for another specific cause would be unreasonable to him/her. The terminal equipment delivered in connection with the tie-in sale shall be returned to the Supplier.

The Supplier shall have the right to terminate an Agreement valid until further notice by giving one (1) months' written notice, unless otherwise stipulated by mandatory law.

5. Delivery and Acceptance of the Service

- (1) The sub-parts of the Service (such as registration or transfer of domain names) may be delayed due to reasons not attributable to the Supplier, such as delay of the registrant third party or other reason attributable to a third party. The Supplier shall not be responsible for any such delays, but shall attempt to inform the Customer of any delays in so far as possible.
- (2) The Supplier's liability for any possible delays shall be limited to the refund of the monthly fees charged as regards the delayed period.
- (3) The Service shall be considered delivered once the Supplier informs that the Service is available.
- (4) The Customer shall be deemed to have accepted the Service delivery unless the Customer immediately submits a written notice, however, at the latest within seven (7) days from the Supplier's notification regarding the availability of the Service. If the delivery is delayed due to the Customer or a third party, including possible delay of a licensor or principal of the Supplier, the delivery period shall be continued until the cause preventing the delivery has been eliminated.
- (5) If the Agreement is cancelled or the Service is terminated due to reasons attributable to the Customer, the Customer shall compensate the costs occurred to the Supplier for providing the Service in whole irrespective of the termination of the Agreement or Service.



6. Content and Provision of the Service, Rights and Obligations of the Customer

- (1) The Supplier shall provide the Service using the Supplier's service methods. If a Target Environment has been specified, the Services shall be provided for the specified Target Environment.
- (2) The Customer shall ensure that all Customer's requirements are stated in the Agreement or its appendices.
- (3) The Customer shall provide to the Supplier sufficient and correct information for the provision of the Service and also by other means contribute to the provision of the Service in the best way possible.
- (4) The Supplier shall have the right, but no obligation, to implement, at its own cost, any changes deemed necessary by the Supplier to the Target Environment in order to ensure the continuity or the agreed service level of the Services.
- (5) The Supplier shall not be liable for any material accessed by the Customer through the Service. The Customer shall be responsible for data security, unless otherwise agreed in writing. The Customer shall be responsible for the functionality of any equipment it connects to the network and that such equipment does not cause any disturbance to the Service, the Supplier's network or to third parties.
- (6) The Supplier does not warrant that;
 - (A) the Service is fit for a particular purpose or fulfills the Customer's requirements
 - (B) the Service shall provide commercial benefit to the Customer;
 - (C) the Service is uninterrupted, timely, free from faults or malware;
 - (D) the Service does not infringe any rights of third parties; or that
 - (E) the Service can be used in so-called high risk operations, which include a risk of death, personal injury or damage to property or the environment, nor shall the Supplier be liable for the use of the Service in such high risk operations.
- (7) The content of the Service provided by the Supplier does not include the sale or lease of equipment to the Customer, unless otherwise separately agreed in writing.

7. Customer Information

- (1) The Customer shall submit to the Supplier correct customer and user information when ordering the Service. In case the information is incorrect or insufficient, the Supplier shall have the right to withhold the provision of the Service.
- (2) The Customer shall notify of any changes to the user information as soon as possible, however, no later than fourteen (14) days from the change of the information.

8. Intellectual Property Rights and Right to Use

8.1. Intellectual Property Rights

- (1) Title and all Intellectual Property Rights to the Services (including, inter alia, applications licensed as Service) and results of the Services as well as materials provided by the Supplier to the Customer, such as documentation ("Service Material"), as well as to all copies, alterations, translations and derivatives thereof shall remain vested in the Supplier or third parties.
- (2) Subject to the payment of the agreed prices during the validity of the Agreement, the Customer shall be granted a non-exclusive and non-transferable license to (i) use the Service internally for the designed purpose of use of the Service and agreed Target Environment, if such Target Environment is defined, and (ii) use the Service Material provided by the Supplier to support the use of the Service in accordance with the Agreement. The Customer shall not have a right to resell the Service or Service Material, use them on a time-share basis, or to offer any service center or access services relating to



the use thereof to any third parties or to otherwise offer or provide them to the use of a third party, unless otherwise agreed in writing.

8.2. Third Party Licenses

- (1) If the Service includes licenses to use a third party's software products or data systems ("Third Party Licenses"), such shall be provided in accordance with the terms and conditions of such third party software products or data systems.
- (2) The Customer shall comply with the terms and conditions and restrictions relating to the Third Party Licenses valid from time-to-time. The Supplier shall not be responsible for the software or data systems subject to the Third Party Licenses. By accepting the Agreement, the Customer warrants that it is familiar with the Third Party License terms and conditions and restrictions located on the Supplier's and/or said third party's website or otherwise informed to the Customer, accepts them and undertakes to comply with them.
- (3) The Customer undertakes to immediately cease the use of any third party software products or data systems, when
 - (A) such is required by the Supplier or the provider of the Third Party Licenses, or
 - (B) the Agreement or the Third Party License in question expires.
- (4) If a third party presents claims against the Supplier arising from the Customer having breached the terms and conditions of the Third Party Licenses, the Customer shall defend, at its own cost, the Supplier against any such claims and compensate for any damages suffered and costs occurred to the Supplier therefrom.
- (5) If the Customer obtains a license to use any third party software products or data systems directly from such third party, the Supplier shall not be liable for such software or data systems or for any updates thereto, nor shall the Supplier have any liability for the Customer's compliance of the terms and conditions concerning the license. The Customer shall be solely responsible towards the third party for its compliance with the terms and conditions of the said license.

9. Customer Material, Data Protection and Collection of Data, Customer's Liability regarding the Use of the Service

- (1) Customer's material ("Customer Material") shall mean (i) material or data (including personal data) transferred, collected or stored in the Services by the Customer or otherwise disclosed or placed at the disposal of the Supplier on behalf of the Customer for the purpose of the Service, (ii) other material intended to be included in the Service or stored or operated on in the Service, (iii) material provided by the Customer through the Service and the Customer's website to other users or to servers of third parties, or (iv) other data or material defined as Customer Material by the parties.
- (2) The Customer shall be liable for the Customer Material and that the Customer Material does not infringe the rights of any third parties or the legislation in force from time-to-time, shall not cause any disturbance to network traffic or be against good practices and that the Customer has the right to use the material for the purpose of the Services.
- (3) The Customer shall obtain necessary consents and rights for the Supplier to be entitled to process personal data and other similar Customer Material for the purpose of providing the Services. The Customer shall have necessary consents for electronic marketing from the recipients of the marketing.
- (4) The Customer shall ensure that the laws and decrees concerning personal data processing in force from time-to-time are complied with as regards the Customer Material, and, if necessary, notify in writing if any such laws or decrees require any actions on the part of the Supplier. Any costs relating to the above shall be borne by the Customer.



- (5) The Customer shall be indemnify the Supplier for any damages caused to the Supplier and shall defend the Supplier if a third party makes a claim towards the Supplier regarding the Customer Material's alleged non-compliance with this Section or if other damage is caused to the Supplier due to the Customer Material's non-compliance of this Section. The Supplier shall have the right to remove Customer Material that it suspects to breach of the terms and conditions. The Customer warrants that the use of the application, software or material provided by the Customer to be used by the Supplier does not infringe any intellectual property rights of a third party. The Customer shall obtain all necessary rights and fully indemnify the Supplier for any infringement damages.
- (6) The Supplier's obligation to store the Customer Material shall terminate at the expiration of the Agreement.
- (7) The Customer shall store any material into the Service at its own risk.
- (8) The Customer shall reimburse to the Supplier and any third parties the investigation and repair costs and/or other damages caused to the Supplier from the Customer's possible abuse. The Supplier or its employees shall not be responsible for any sanctions possibly caused by the Customer's actions while using the Service.
- (9) The Customer warrants that its activity in the network is in compliance with the law and good practices. Any unauthorized use of the Supplier's and/or third parties' servers and services, or any attempt thereof, is prohibited. Any search and abuse of possible data security threats conducted by the Customer is strictly prohibited and shall lead to immediate cancellation of the Agreement, to legal actions, if necessary, and to a duty to fully compensate all damages suffered by the Supplier.
- (10) Unless otherwise agreed in writing, the Customer shall ensure that it has up-to-date security copies and/or backups of the data, data files and documents and other material stored in or by the Service. The Customer shall be liable for checking the functionality thereof.
- (11) If the Customer's internet traffic or use of service resources substantially deviates from ordinary use in the Supplier's view or from the use defined in the service description, the Supplier shall have the right to adjust the Service price to correspond with the use by notifying the Customer thirty (30) days in advance. The Supplier shall also have the right to prioritize the traffic in such cases. The Customer shall always agree in advance with the Supplier of any distribution of large data files or other actions significantly more burdening than regular home page use relating to the Service or operated through the Service.
- (12) The Supplier shall have the right to prevent by technical means any operations contrary to the Agreement. The Customer shall read any notifications concerning the Service and any possible changes thereto provided by the Supplier and act accordingly. The notifications may be published on the Supplier's website or provided to the Customer by other means.

10. Specific Terms and Conditions regarding Services

10.1. Additional Terms regarding Domain Names

If the Services include domain names, the following additional terms and conditions shall be applied:

- (1) The Supplier shall register the Customer's domain name by using registration services operated by third parties,
- (2) The Supplier shall act solely as an intermediary for the payment and shall not be liable for the functionality of the domain name registers or the maintenance of the registers or register data,
- (3) The domain name shall be registered in accordance with the information provided by the Customer,
- (4) By accepting the Agreement, the Customer warrants that it is familiar with the terms and conditions of the agreed domain name register, accepts them and shall act in accordance with them.
- (5) The Customer warrants that it has the right to use the domain name included in the Service and



- (6) The Supplier shall have the right to retain the Customer's domain name until all Supplier's receivables from the Customer have been settled.

10.2. Special Terms regarding Connection Services

If the Services include Connection Services, the resale of network connection capacity to third parties is prohibited and any servers used for commercial purposes shall not be connected to the network connection without the Supplier's written consent.

10.3. Special Terms regarding Cloud Services

- (1) If the Cloud Service includes the Web hotels service, the Customer shall have the right to use the disk space of the Web hotels service solely for storing its own company/community or personal material for the purpose of internet use (hereinafter "Site"). Any resale of webpage space is prohibited, save for banner ads or other marketing material in connection with the Site.
- (2) Any equipment used by the Customer possibly included in the Cloud Service shall be replaced and fixed taking into account normal wear and tear. The Customer may not host, change or modify the equipment or the software relating thereto without the Supplier's consent.
- (3) The Cloud Service's capacity size is restricted in the Target Environment. If the capacity usage exceeds the defined limits, the Supplier shall have the right to block the Customer's use of the excess capacity.
- (4) The Customer shall be liable for obtaining the equipment, connections and software it requires for the use of the Services, as well as for the functionality thereof. The Customer shall be responsible for the protection of its data system and for any data communications and other similar costs relating to the use of the Service. The Customer shall be liable for bringing the Customer's equipment, connections, software and IT systems into conformity with the Supplier's environment requirements and for the suitability of the Services for the Customer's purpose of use.
- (5) The Cloud Service, possible software and rights to use the software shall be provided "as is" and "as available". The Cloud Service shall be provided on a 24/7 basis, excluding temporary service interruptions which may be due to the Cloud Service's maintenance, update or repair tasks or for measures securing or restoring the availability, performance, restoration, data security or controllability of the Cloud Service, or for other similar interruptions. The Supplier shall not be liable for any such interruptions. The Supplier shall inform the Customer of the interruptions if reasonably possible.

The Supplier shall not be liable to correct any faults in third party software. The Supplier shall not be liable to correct any such faults or problems that originate from reasons attributable to the Customer or another user or third party, such as faulty use of the Service, negligence in following the guidelines concerning the Cloud Service or the equipment relating to the use of the Service or equipment, software, settings, definitions, connections not included into the scope of the Cloud Service and the Agreement or other prerequisites for using the Cloud Services.

- (6) The Cloud Service can support a limited number of operating systems and may require certain utility software, including customer software and equipment. The supported equipment and software combinations may change during the term of the Agreement and the Customer shall comply with the changes.
- (7) The Supplier shall have no obligation to provide the Cloud Service, if the Customer uses any such software, software version, equipment, or other prerequisites to be obtained by the Customer for the purpose of the Cloud Service, which are not suitable for the Cloud Service, or the Customer maintains or supports the Cloud Service in an environment which differs from the service environment of the Supplier's other customers.
- (8) The Customer shall allow automatic updates. If an update of the Cloud Service so requires, the Customer shall make a version change or other maintenance task together with the Supplier. If the



Supplier makes changes which normally are the Customer's obligation, the Supplier shall invoice such tasks in accordance with the man-hour pricelist or other charging principle valid from time-to-time.

- (9) If a change in the service environment of the Cloud Service requires transferring the Customer's data into a new software or service environment, the Supplier shall notify the Customer two (2) months in advance. In other cases, the Supplier shall notify of changes that have an effect on the Cloud Service and the notifying is reasonably possible. The Supplier shall not be responsible for any possible changes to the Customer's equipment, software or other operating environment or for costs relating to such changes.

11. Suspension of the Service and Changes to the Service

- (1) The schedule for the installation, change or maintenance work by the Supplier on the production environment ("Supplier's Maintenance Window") shall be notified on the Supplier's website.
- (2) In addition, the Cloud Service may experience temporary service breaks which may result from measures conducted for securing or restoring the availability, performance, restoration or controllability of the Cloud Service, or from other similar breaks. The Supplier shall notify the Customer of any such breaks if reasonably possible.
- (3) Further to the above, the Supplier shall have the right to suspend delivery of the Services in order to perform installation, alteration or maintenance work with respect to the general telecommunications network or due to a data security risk to the Services or if required by law or regulation by the authorities. If the Supplier suspends the Services for a reason specified in this Section, it shall inform the Customer of the suspension and the duration thereof in advance, if possible.
- (4) The Supplier shall have the right to prohibit the Customer's access to the Service without first hearing the Customer, if the Supplier reasonably suspects that the Customer burdens or uses the Service in such a manner jeopardizing the delivery of the Service to the Supplier's other customers or users or the Customer breaches the Third Party License terms and conditions. The Supplier shall without undue delay inform the Customer of the reasons for such prohibition of access.
- (5) The Supplier shall be entitled to make changes to the Service that:
 - (A) are directed on the production environment of the Services and do not adversely affect the content of the Services,
 - (B) are necessary to prevent a data security threat directed at the Service,
 - (C) result from the law or regulation by the authorities, or
 - (D) result from a change made by the supplier of Third Party Licenses to its software products or data systems.

If the Supplier makes a change to the Service as specified in this Section, the Supplier shall inform the Customer of the change in good time in advance or, if this is not reasonably possible, without delay after the Supplier been informed of such matter. The Supplier shall be entitled to make a change other than stated above in Section 11 (1) or in this Section 11 (5) to the Services by prior notice to the Customer.

- (6) A standard fee in accordance with the price list valid from time-to-time shall be charged for any changes made in accordance with the Customer's request.
- (7) The Customer may request the Supplier to close down the Service. The Supplier may charge a fee for the closing and re-opening of the Service in accordance with the price list valid from time-to-time.
- (8) The Supplier shall be entitled to remove any Service from its service portfolio at all times, if the provision thereof cannot be continued due to an external reason (such as regulation by the authorities, termination of the Third Party License in accordance with such third party's terms and conditions or a cause stated in Section 17 Force Majeure).



12. Faults and Correction of Faults

- (1) The Service is considered to have a fault ("Fault") if it essentially deviates from the features specified in the Supplier's service description, or if such does not exist, from the features specified on the Supplier's website and such deviation essentially hinders the use of the Service.
- (2) The Customer shall notify of a Fault right after noticing it, however, at the latest seven (7) days in writing from when the Customer has or should have reasonably noticed the Fault. The functionality of the Service is monitored and any possible Faults are corrected as soon as possible.
- (3) The Supplier shall not be obliged to correct a Fault caused by (a) incorrect or non-conforming use, (b) other than the Supplier's product or actions by a third party, (c) an amendment or correction made by the Customer or (d) negligence in complying with the instructions concerning the use of the equipment relating to the Service or the use of the Service or equipment, software, settings, definitions, connections or prerequisites for the use of the Service not included in the scope of the Service and Agreement. The Supplier shall not be liable for any problems or other faults appearing in networks of third parties or for any problems or other faults existing in third party software.
- (4) Any repair work performed outside the agreed service time or outside the scope of the Agreement shall be agreed upon separately and shall be charged in accordance with the Supplier's price list valid from time-to-time.

13. User Names and Passwords

- (1) The Supplier shall have the right to appoint a proper user name for the user. Passwords shall be produced randomly. The Supplier shall be entitled to change the user names and passwords if necessary by notifying of such to the Customer.
- (2) A fee in accordance with the price list valid from time-to-time shall be charged for changing a password or user name by request of the Customer.
- (3) The Customer warrants that its users shall maintain their user names and passwords diligently and do not disclose them to any third parties. The Customer shall be responsible for the use of the Services made by using its user names and passwords as well as for any investigation and repair costs and other damages caused by any misuse.
- (4) The Customer shall inform the Supplier without delay if any password or user name has been revealed to a third party or if the Customer has a reason to suspect misuse of a user name or password. The Customer's liability for the use of the Service by its user name and password shall cease when the Supplier has closed down the user name after being notified by the Customer by telephone during the agreed service hours or by confirmation of the Customer's electronic notification of the matter, or when the Supplier has otherwise become aware of the misuse.

14. Prices and Invoicing

- (1) Service prices shall be presented and invoiced in euros, unless otherwise agreed in writing.
- (2) If the price for a certain product or service is not agreed in the Agreement or otherwise, the price for such product or service shall be the price stated in the Supplier's price list valid at the moment of order.
- (3) The Supplier shall have the right to charge separately work not included in the Service that is ordered by the Customer orally or in writing, in accordance with the charging principles of the man-hour pricelist.
- (4) The Services shall be invoiced in connection with the order or in accordance with the invoicing periods agreed in the Agreement. The Supplier shall have the right to charge any additional costs occurred due to faulty information provided by the Customer or other similar cause attributable to the Customer in accordance with the man-hour pricelist.



- (5) The Supplier shall have the right to disconnect the Customer's Service if a payment has not been made within fourteen (14) day from the Supplier's written notification.
- (6) The value added tax valid from time-to-time as well as other possible taxes, customs and other similar payments shall be added to the prices.
- (7) The term of payment is fourteen (14) days net from the date of the invoice.
- (8) The Customer shall submit any notifications relating to the invoice within seven (7) days from the day the Customer has received the invoice. The invoice shall be deemed to be received by the Customer at the latest seven (7) days from sending the invoice to the address given by the Customer.
- (9) In case of delayed payment, the penalty interest shall be in accordance with the Interest Act. The Supplier shall in addition be entitled to collect collection fees and reminder fees in accordance with the pricelist valid from time-to-time as well as a fee for re-opening the Service shut down due to delayed payment.

The Supplier shall have the right to change the prices of the Service. The new prices shall enter into force as from the next invoicing period. The Customer shall have the right to terminate the Service to end before the new pricing enters into force by written notification. The Supplier shall have the right to change the prices of Third Party Licenses in accordance with the price changes of the said licensors. The Supplier shall have the right to amend the Service prices immediately, if costs occur to the Supplier due to changes in law, regulations or governmental requirements.

15. Damages and Limitation of Liability

- (1) The Supplier shall not be liable for any indirect or consequential damages. Indirect or consequential damages shall mean, inter alia, loss of profits or damage caused due to decrease or interruption in turnover or production or non-compliance with the obligations towards third parties.
- (2) The Supplier shall not be liable for the destruction, loss or alteration of the Customer's data or data files or any damages or costs relating thereto, such as costs occurred from the recreation of data files.
- (3) The Supplier's liability for any damages arising out of or relating to the Agreement during an Agreement Period shall in any and all situations be limited to the maximum amount corresponding to one (1) month's Service fees (including price discounts and refunds, such as service level sanctions).
- (4) These limitations of liability shall not apply to damages caused by intentional misconduct or gross negligence.
- (5) Any claims towards the Supplier shall be presented within three months from the incident, at the latest.

16. Assignment of Agreement

- (1) The Customer shall not have the right to assign the Agreement to a third party without the Supplier's written consent.
- (2) The Supplier shall have the right to assign the Agreement and/or the Services to a third party.

17. Amendments to the Terms and Conditions

- (1) The Supplier shall have the right to amend the terms and conditions of the Agreement. If the amendment increases substantially the Customer's obligations or diminishes the Customer's rights and if the amendment does not arise from a change in the law or governmental order, the Customer shall have the right to terminate the Service in writing to end on the date of the amendment entering into force, and the termination shall be effective if the Supplier, after receiving the notice of termination, confirms to the Customer that the amendments shall enter into force. If the amendment arises from a change in the law or governmental order, the amendment may enter into force before the said time period, in which case the Customer shall not have the right to terminate the Service by any other means than described in these General Terms and Conditions.



18. Cancellation of Agreement

- (1) The Supplier shall also be entitled to cancel the Agreement wholly or in part if the Customer has not paid a due and correct payment within thirty (30) days of a written overdue payment reminder.
- (2) The Supplier shall be entitled to cancel the Agreement by a written notice with immediate effect if
 - a. the Customer breaches the terms and conditions of the Agreement,
 - b. the Customer's information is not correct or the Customer cannot be reached based on the contact details given by it, or
 - c. providing the Service cannot be continued due to an external factor (e.g. governmental orders, termination of Third Party License or a cause stated in Section 19 Force Majeure). In such case, the Customer shall be refunded the service charges for the unused period deducted by any costs possibly occurred to the Supplier.
- (3) In case of the Supplier's substantial breach of the Agreement, the Customer shall notify of such in writing and require remedy of the breach. If the breach has not been remedied within fourteen (14) days of the notification, the Customer shall be entitled to terminate the Agreement to end with sixty (60) days' notice.
- (4) The Supplier shall be entitled to cancel the Agreement with immediate effect, if the Customer is entered into bankruptcy or liquidation proceedings or other insolvency procedure, or if the Customer ceases payments or is otherwise deemed insolvent.
- (5) If the Supplier has the right to cancel the Agreement, the Supplier shall alternatively have the option to cancel the Service. If the Supplier cancels the Service, the Supplier shall be later entitled to cancel also the Agreement on the basis of the same incident.

19. Force Majeure

- (1) The Supplier shall not be liable for any delay, Fault and damage caused by an impediment beyond its control and which it could not have reasonably taken into account at the time of conclusion of the agreement and consequences of which the Supplier could not have reasonably avoided or overcome.
- (2) Such force majeure events shall include, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action or disruption in Internet or other similar networks. A strike, lockout, boycott and other similar industrial action shall also be considered a force majeure event when the Supplier is the target or a party to such an action.
- (3) A force majeure event suffered by a subcontractor of the Supplier shall also be considered a force majeure event if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

20. Other Terms and Conditions

- (1) The Customer shall keep confidential any information relating to the Agreement, Service and/or its pricing, also after the expiration of the Agreement. The Customer warrants that its employees or other persons relating to the use of the Service shall comply with these terms and conditions.
- (2) The Supplier shall have the right to subcontract its obligations.
- (3) Any information in printed or electronic marketing materials, brochures or other materials shall be deemed part of this Agreement by separate written agreement only.
- (4) If any provision of this General Terms and Conditions is found invalid or unenforceable, such shall not have an effect of the validity or enforceability of any other provision.



21. Applicable Law and Dispute Resolution

- (1) This Agreement shall be governed by the laws of Finland, excluding its choice of law provisions.
- (2) If the Customer is a consumer, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved in the district court of Helsinki in accordance with the laws of Finland.
- (3) If the Customer is not a consumer, 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 Arbitration Rules of the Central Chamber of Commerce of Finland. A dispute shall be resolved by a sole arbitrator. The parties undertake to keep the information and materials relating to the arbitration confidential, including the existence of the said arbitration, written and oral evidence, statements and other material as well as the arbitral award, excluding possible enforcement thereof as necessary.

Notwithstanding the preceding sentences, the Supplier shall have the right to claim for non-payment of monetary charges and seek precautionary measures in any general court.



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