

1 Terms and Conditions

1.1 Introduction

The Gavdi Katre App (service) is licensed, not sold. With this agreement, Gavdi hereby grants a customer an exclusive, national, non-transferable right to use the Katre App for exporting expenses from the SAP Concur to the Finnish Incomes Register. The service is hosted by Gavdi and provided to a customer. Any reproduction, resale or redistribution of the Katre app developed by Gavdi that is not in accordance with this Agreement is expressly prohibited, if the agreement is effective. Gavdi shall provide the support and maintenance of the solution in accordance with parties' partnership agreement.

1.2 Changes in Service

The provider may, from time to time, under its sole discretion, modify and/or update the service or a part thereof. The provider will at least one (1) month in advance inform a customer of such a change. Incident fixes and emergency changes are excluded from this timeline requirement.

This agreement will automatically apply to all updates, modifications or amendments to the service.

1.3 Security

The provider maintains and develops the service according to the best security processes as set by industry standards. Servers are backed-up and kept up-to-date. All communication between services and user browsers are secured with the SSL technology.

During the term of this agreement, a customer has a right at its own expense, at a maximum of once during a term, to perform security testing and review of provider's security controls and security-related documentation.

1.4 Handling Customer Data

The following section sets forth provider's commitment regarding customer data and how it is handled in the service:

Customer data

Data related to the customer's objects is fetched from Concur and stored in the service.

Expense data

Expense data and the Finnish Social Security Numbers fetched from companies are encrypted and stored in the service for only a limited time period.

Data location

Customer's data is stored on provider's servers in the Hetzner Finland Data Center.

Data Backups

Customer data is backed up daily within the server and weekly into a secure remote location. Old backups will be deleted periodically.

1.5 Confidentiality and Ownership of Customer Data

Customer's data is kept confidential and not accessible by any third parties in any circumstances. The provider has no ownership to the customer data.

1.6 Service-Level

The provider guarantees uptime of 98% measured within a calendar month. The service is considered to be available, when it is accessible and responding. The provider cannot guarantee the availability of the Concur Web Service and the Finnish Incomes Register interfaces, which are vital for collecting the data from Concur and importing expenses to Incomes Register.

The customer is not entitled to any compensation in case of outage, service interruption or a similar event that is caused by a reason or circumstance beyond provider's control and for any planned down time which shall be scheduled during a time that will cause minimal interruption to the users of the Gavdi Katre solution and for which customer will receive notice at least a twenty-four (24) hour in advance. The provider will use its best efforts to provide customer with the continuous service.

1.6.1 Service Issues

In case the customer encounters a bug or a similar issue with the Gavdi Katre App, the customer is not entitled for a compensation unless such bug or issue renders the service unusable to a significant number of users in the customer's organization and the provider is unable to restore the functionality within three business days counting from the date when the customer has reported the issue to the provider.

1.6.2 Problem Solving

In case of any issues with the service, users can send a support request to the following email:

support.katre@gavdi.com.

The target time for a response is 24 hours, excluding Saturdays, Sundays and public holidays.

1.6.3 Compensation

Provider and customer will discuss potential compensation to customer, if the uptime of the service falls below 95% during a two-consecutive month period.

1.6.4 Termination

The agreement can be terminated by a three (3) month advanced written notice by customer.

If the provider terminates the agreement, the agreement will be terminated at the end of the one year, starting from the date when the written notice is received by the customer.

If the customer terminates the agreement, the agreement will be terminated at the end of the third month in which the written termination notice is received by the provider.

In case of termination, the provider will remove all sensitive data related to the customer and provide customer with confirmation upon doing so.

1.7 Changes to the Agreement

This agreement can be changed when both parties agree on the change, and the change is memorialized in a writing.

1.8 Limitation of Liability

In any circumstance, the liability of the provider is limited to the amount of license fees the customer has paid to the provider during the previous 12-month period from the date when the customer states a claim for a compensation.

1.9 Governing Law and Dispute Resolution

This agreement will be governed by the laws of Finland, without reference to its choice of law rules.

Any unsettled dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, in English or Finnish.

1.10 Additional Agreement Terms

The Concur Customer needs to connect Katre App with the Web service admin user role into customer's Concur instance. Also Customer need to authorize Gavdi Finland Oy to send expenses to incomes register. Authorization have to be done at Suomi.fi- or KATSO service.