

The purpose of this Agreement (hereafter referred to as the “Agreement”) is to set forth to define an arrangement under which Supplier or (hereafter referred to as the “Kendis”) will provide Software as a Service (“SaaS”) for the benefit of the Customer.

The standard SaaS Agreement with Kendis is provided below. By using our SaaS, you are explicitly agreeing to all the following terms and conditions:

DEFINITIONS.

“Software” shall mean the Software or Program(s) provided by Kendis to Customer under this Agreement.

“Hosting Services” shall mean the services provided by Kendis to Customer under this Agreement. A complete list of services provided may be found under the Specifications.

“Support Services” shall mean customer service and technical support provided to SaaS users as detailed under the Specifications.

“SaaS” shall mean the combination of internet-based (cloud) Courseware, Software, Hosting Services, and Support Services provided by Kendis to Customer as described by the Specifications.

“Source Code” shall mean the readable forms together with make and build files.

“Delivery” shall mean the SaaS transmitted by Kendis to Customer electronically and in accordance with security measures agreed upon by both parties as described in this Agreement.

“Kendis Materials” shall mean any software, code, data, graphics or other materials or resources transmitted to Customer to provide any of the services under this Agreement.

Subject to the following terms and conditions of this Agreement, Kendis will provide SaaS for Customer:

1. SAAS SPECIFICATIONS.

Kendis provides SaaS in the form of cloud-based Software, Hosting Services, and Support Services.

License

Customer can license use of the Kendis under annual or monthly license subscriptions.

Software

Customer can license use of the Kendis under annual or monthly license subscriptions.

Kendis Software enables customers to use Kendis's Cloud Hosting Services and all the capabilities and functionalities offered agreed upon functionality. Kendis makes regular updates to keep improving and adding new functionalities. With the exception of "Add ons" that would be an extra purchase, Kendis will make all functionalities accessible for Customer.

Hosting Services

Hosting Services include your use of the Kendis Software on Kendis's cloud infrastructure to manage and deliver Kendis-Licensed Software. Hosting Services for a Kendis Installation includes delivery of the Kendis-Licensed software.

Support Services

Kendis agrees to provide technical assistance to Customer in connection with the SaaS.

Customer agrees to provide first response assistance to organisational users and individuals agree to use the help information provided on the website prior to using Kendis's Support Services.

Kendis's Support Services include:

1) Kendis will use its best efforts to correct all computer program errors or cause the owner or publisher to use its best efforts to correct all computer program errors related to the SaaS during the term of this Agreement.

2) Kendis agrees to help in using SaaS-based on the customer's needs via email, live chat, and Kendis's websites. Kendis agrees to maintain the self-help section on the website to include customer support pages with descriptions of product issues and resolutions and frequently asked questions.

3) Kendis will provide Customer with assistance related to the SaaS during normal business work days during the hours of 8:00 am to 5:15 pm Greenwich Mean Time Zone. Support will be limited outside business hours unless agreed separately with the customer

1.1 SERVICES PROVISIONS.

Rights and License Granted.

A customer is granted only the rights and services related to the SaaS described on the website. Customer acknowledges that through its payments to Kendis it is granted access to the SaaS for the maximum number of Users agreed upon payment. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access to the SaaS ends when one of the following events takes place:

1) Customer payments are unpaid after thirty days (30 days) of the invoice date, or

2) Customer cancels its subscription before the next billing cycle.

Limitations to Rights and License.

At no time will Customer hold title to or ownership of any of the SaaS, Kendis Data or Source Code or any Materials provided to Customer during the term of this Agreement.

1.2 LENGTH OF SERVICE.

Customer agrees to an initial term of service (“Term”). The length of contract term required is based on the type of service desired by Customer and shall be determined solely by Kendis as defined in the payment option selected by Customer.

1.3 SERVICE START DATE.

The first subscription payment, if any, shall be due in advance of any service provided. Service shall begin upon Kendis receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

1.4 RENEWAL BY CUSTOMER.

In the case of subscription licenses, this Agreement will automatically renew unless canceled in writing by Customer at least Seven (7) days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of Services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following Term will be automatically invoiced to Customer’s account. All payments are non-refundable.

1.5 SAAS CUSTOMISATION.

Customer acknowledges that the SaaS is provided “as is” and “as delivered” and cannot be construed as being able to be customized or modified in any way. Customer assumes all responsibility to review all features included in the SaaS prior to signing this agreement.

1.6 SAAS SUPPORT.

All support for the SaaS shall be conducted as defined in the Specifications.

2. TERMS OF PAYMENT.

Terms of payment are Collect on Delivery (C.O.D) unless credit approval has been granted by Kendis. If credit approval has been granted, credit terms are net thirty (30) days upon receipt of invoice. Kendis reserves the right to revoke any credit extended and suspend all SaaS if customer's payment is in arrears for more than sixty (60) days.

3. PROPRIETARY INFORMATION.

Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but is not limited to, the provisions of this Agreement, product and services information, materials, software, code, pricing, or any other materials transmitted to Customer under this Agreement. Customer agrees not to (a) decompose, disassemble, decode, or otherwise reverse engineer any Kendis program, code, or technology installed or delivered to Customer or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfilment of this Agreement; (c) use any Kendis Materials or SaaS in any way not intended or expressly provided for by this Agreement.

4. CUSTOMER INFORMATION.

Kendis takes ordinary and customary security measures in protecting customer information passing through software, websites, e-mail, and the portions of the non-public network within Kendis's control. Kendis accepts no responsibility beyond ordinary and customary responsibilities.

5. WARRANTIES.

Kendis and any suppliers of content materials make no warranties or representations of any kind, whether expressed or implied, for the SaaS Kendis is providing. Kendis and any suppliers of content materials also disclaim any warranty of merchantability or fitness for any particular

purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or due to errors or omissions of Customer. Use of any information obtained by way of Kendis is at Customer's own risk, and Kendis specifically denies any responsibility for the accuracy or quality of information obtained through its Services.

Connection speed represents the speed of an end-to-end connection. Kendis does not represent guarantees of speed or availability of end-to-end connections. Kendis expressly limits its damages to Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Kendis specifically denies any responsibilities for any damages, direct or indirect, arising as a consequence of such unavailability.

5.1 NO DUTY TO CUSTOMER'S USERS NOT DIRECTLY CONTRACTED WITH KENDIS.

Kendis shall have no obligation to support, train or troubleshoot issues for any third-party user due to problems arising out of the use of the SaaS provided to Customer by Kendis. Third parties shall include, but are not limited to: vendors, contractors, Customer's customers, Customer's clients or any third party not directly contracted with Kendis for SaaS and SaaS Support.

6. TRANSFER OF AGREEMENT.

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Kendis. In the event that Customer contemplates a whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify Kendis by mail, or email no less than sixty (60) days prior to the effective date of the event.

7. TERMINATION.

Kendis may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events:

- 1) Customer's failure to comply with any provisions of the Agreement upon receipt of written notice from Kendis of said failure,
- 2) Appointment of receiver or the filing of any application by Customer seeking relief from creditors, or
- 3) Upon mutual agreement in writing by Kendis and Customer.

8. DISPUTES.

If legal proceedings are commenced to resolve a dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

9. INDEMNIFICATION.

Customer shall indemnify and hold Kendis harmless from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Kendis directly or indirectly arising from or in connection with Customer's marketing or Support Services of the product or Services or the unauthorised representation of the product and Services or any breach of this Agreement by Customer.

10. FREE SERVICES AND TRIAL.

Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free or basic versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. Following the expiration of the Trial Period, the Services may automatically continue unless you provide notice

of cancellation to us, and you are responsible for payment of the applicable Fees set forth in the Order. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

11. GENERAL.

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws of Finland. A failure by any party to exercise or any delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

The parties represent and warrant that, on the start of service Term, they are authorised to enter into this Agreement in its entirety and duly bind their respective principals by their use of the SaaS provided by Kendis.