Myinfomonitor Terms and Conditions

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Acceptance of the Terms

IMPORTANT – READ CAREFULLY

By taking the Myinfomonitor Subscriber Service into use the Customer undertakes to comply with these Terms and Conditions. In addition to these terms, the Customer must accept the General Commercial Terms and the other Enclosures to this Agreement.

A. Parties to the Agreement

These terms concern the Organization that is represented by the person who accepts the terms ("Customer") and the company Myinfomonitor with business ID 1985506-8, VAT number FI19855068 and address Tullikatu 6, FI-33100, Tampere, Finland ("Supplier").

B. Definitions

"Agreement" means these Terms and Conditions and all the material that is referred to, or linked with, these terms, or enclosed with them.

"Delivery Agreement" means the separate Delivery Agreement, General Agreement, or a written Order Document, or electronic order message, approved by the Customer and the Supplier that includes a definition of the Subscriber Service entities ordered by the Customer, such as service packages, additional services, extensions, number of users, Data Source amounts, View amounts, uses, chargeable contents, eventual technical capacity, extension of user rights, length of subscription period, and other matters that define the contents of the Subscription.

"Subscriber Service" means all the applications that are available in SaaS form in the extent that the Customer has subscribed for.

"User(s)" mean the Customer's employees, representatives, or consults that have the right to use the Subscriber Service to the Customer's benefit, and who possess unique usernames and passwords for the Subscriber Service.

"Reasonable use" is the Customer's loading and volume that is normally included in the acquired capacity and in the service package.

"Payment" means the price paid by the Customer for the order.

"Term of Agreement" "Subscription Period" mean the period in time for which the Subscriber Service is ordered, as defined in the Order/orders and/or a separate Delivery Agreement, together with the eventual renewal periods. A Subscription Period is renewed automatically in case it is not canceled 90 days before the previous Subscription Period ends.

"Third party products and services" are products and services produced by other manufacturers that are not a permanent technical part of the Subscriber Service offered by the Supplier, and that can be used in connection with the Subscriber Service, or through the Subscriber Service.

"Customer's Data" is the data delivered, produced, transferred, or created by the Customer for the Subscriber Service.

"Table" means (as opposed to a traditional database table) a dynamic information table for a data object type created by a Data Source with a certain attribute set.

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"Virtual Table" is a Table produced by an analysis from several Data Sources. It is used for showing data, or for other utilization used continually.

"Data Source" means a Data Source in one IP or URL address in one port that is used for reading or writing Subscriber Service data produced by the questioning or saving onto a "Table" with the schema in question.

"Maximum amount of Tables" means the amount of Tables included in the Subscriber Service product as determined in the Order (or Blanket Agreement) . The additional Tables taken into use by the Customer in the Subscriber Service are added into the invoice.

"Maximum amount of data". The default setting for all Service Packages is 10 GB (for example: about 5 million database lines with at the most 2 kB each, or an estimated 20,000-40,000 image files, or 5-10 hours of HD videos). In case the amount of data is surpassed, the additional use is charged for each actual 10 GB used.

"Maximum amount of views" is the amount of views belonging to an ordered and paid package (such as dashboards and layouts).

"Site" is the Customer's named place of business.

"Use" is the named use, or uses, for what the Customer has ordered the Subscriber Service.

"View" can be, for example, a so-called dashboard, a report, alarm, map, or other visual presentation of data, such as visualizations by photographers, or tables, or other kind of data, or other content.

"Subscription Price" is the price that the Customer pays for using the Subscriber Service.

"Consulting Services" are expert services that the Supplier offers. They can contain, among other things, training, planning, installations, integrations, programming and consulting.

"Confidential Information" means all information that the Supplier or Customer, or the "Assignor" delivers to the other party, or the "Assignee". Confidential Information includes, but is not restricted to: "Customer's data", "Contents created by the Customer" are information about the Assignor's business plans, technical information, contractual information, or information about the contents of the Order and Agreements. In addition, all the information that is marked as confidential. Confidential Information does not include such information that is already public, or that the Assignee knew before the Assignee received it from the Assignor.

"Refined Data" and "Enriched Data" are information that the Supplier can offer to the Customers as a part of certain products in connection with the Subscriber Service, or as separate products.

C. Subscriber Service, Commercial Terms

Access Rights

The Supplier grants the Customer access to the Subscriber Service for the duration of the Subscription Period according to the Agreement and Order and/or Delivery Agreement. The Supplier reserves the right to produce a part of, or all, the parts of the Delivery Agreement through third parties. Access Rights are granted to the Customer only for its own internal use.

Additional features and extensions

The Customer can acquire additional features and extensions to the Access Rights, either by making an additional subscription, or by taking the features, extensions, or capacity in question directly into use through the Subscriber Service.

Accessibility

The purpose of the Supplier is to provide the Subscriber Service 24 hours a day and 7 days a week, not counting planned maintenance stoppages.

Consulting Services

The Customer can acquire Consulting Services by order from the Supplier. The payment for such services comes on top of the service fee for the Subscriber Services. The prices for the Consulting Services are per hour, day, or service.

Prices, payments and invoicing

Subscriber Service payments

Before the Subscriber Service is taken into use, the service used by the Customer according to the extent and contents in question must be paid beforehand for the chosen invoicing period. The additional services, more extensive Subscriber Service packages, capacities, chargeable contents, or other extensions taken into use during the invoicing period, are charged for beginning from when they were taken into use, and up to the end of the invoicing period.

The payments are based on the chosen Subscriber Service package that contains a certain number of features, on the use of the capacity in question, and on the users. The total payment is based on, but not restricted to, the following things: The number of users (the number of users of the Subscriber Service's DS product family Management User Interface does not have an effect on pricing), the number of Data Sources, the number of Views, the number of Media Players and the storage capacity. The Extensions, such as the Advanced Analytics service have their own pricing criteria.

Paying by invoice

The Customer can pay for using the Subscriber Service by invoice. The default term of payment is 14 days net price. However, the service is only available after the payment shows in the Supplier's systems. Invoicing is performed according to the agreed period (12, 6, or 3 months) and it continues until further notice.

Paying by credit card

Paying by credit card is done via the PayPal payment service.

Price changes

The Supplier reserves the right to change the prices, the contents of the packages and the offered selection . The prices that were paid beforehand by the Customer are in force until the end of the payment period and/or term of agreement, except for a situation in which the Consumer price index for Finland (Official Statistics of Finland OSF, Statistics Finland) rises by over 2% during 12 months, in which case the Supplier has the right to increase the price for the following invoicing periods with the amount corresponding to the rise of the index.

Taxes

All the prices in the Supplier's documents are without VAT. VAT is added to the prices in the invoices. Other than Finnish EU customers can send their business ID to the Supplier by email to billing@myinfomonitor.com. After the Supplier has checked that the right to deduce the VAT from invoices exists, the VAT is deduced according to the EU tax laws.

Use of the service and restrictions of use

Acceptable use

The use of the Subscriber Service is allowed for the purpose and ordered extent determined in the Order and/or Agreement.

Prohibited and unauthorized use

The Customer shall not use the Service: (i) to avoid the terms of use, for instance by reducing the needed extent of the package, or the extent of the features, by using the same username, terminal equipment, or information source for several persons, or otherwise try to use a technical feature for utilizing the Subscriber Service more extensively than what is determined in the Order or Agreement; (ii) in such a way that the use destroys, slows down, weakens, overloads or stops the use of the Subscriber Service; (iii) for accessing the service in any way without authorization; (iv) by way of accessing the Subscriber Service from other than officially produced interfaces; or (v) for unlawful use of the Subscriber Service, or for purposes that are prohibited under this Agreement.

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The Subscriber Service is not intended to be used by any one regulated line of business, or according to any regulated requirements. The Customer shall determine and form the processes by which it refines, distributes and handles the information, or processes. The Supplier carries no responsibility whatsoever for the Customer's use, or for eventual regulated activities.

The Customer must report immediately in case the Customer's usernames, passwords, integration authorization keys, codes, authorizations, or the like, are found as being used without authorization.

The Customer undertakes not to use the information it has received from the Subscriber Service in order to bring an action against the Supplier, or to use the information as evidence in legal proceedings.

D. General Terms

Transfer of user rights

The Customer shall not have the right to transfer its user rights, or liabilities, for any part to a third party without prior written permission from the Supplier.
However, the Customer may transfer such a user right to another company of the same group by reporting this in writing to the Supplier at least 3 months before the transfer, provided that the company in question approves and signs the same terms of agreement, and user's and other terms, with enclosures, that applied to the Customer.

Intellectual property rights

The intellectual property rights to the Subscriber Service and the software, services, enriched information, business processes, examples, various completed templates and preforms, user instructions and guides etc., belong to the Supplier. The Customer shall not have the right to use the Subscriber Service for alterations, additions, translations, or further products. In addition, the Customer shall not have the right to transfer and/or rent out the user rights, in whole or in part, to third parties, or to sell, or rent out the Subscriber Service, or parts of it, to third parties as a part of the Customer's own products/technology, or as a part of renting out applications. The Customer, an agent authorized by the Customer, a subcontractor, or similar operative, shall not dismantle, or try to dismantle, the Subscriber Service, or parts of it, into, for instance, a source code, or to find out the production method of the Subscriber Service, and shall not break the Subscriber Service into parts, or otherwise bring the Subscriber Service's code into a generally understandable form. The Customer shall also not try to breach the Subscriber Service's information security, or to find out the internal functioning principles of the Subscriber Service.

Contents created by the Customer

The Customer shall possess all rights to any contents it has created. The information enriched by the Subscriber Service from the Customer's data, and eventually from other sources and algorithms, or other such information, is at the Customer's disposal under the same terms as the Subscriber Service is at the Customer's disposal. In case the Customer does not specifically deny it, the Supplier has the right to gather business-related analytic information, which shall not include the Customer's unrefined data. The analytic information shall be anonymous and without a possibility to connect it to the Customer though the calculated business figures. However, the analysis mentioned above shall not include so-called Digital Signage contents published as image or video contents, or as other types of media content.

The Customer has sole responsibility for all the user contents that the Customer publishes and distributes. The Supplier is not liable for the Customer's contents and the Supplier does not support the opinions included in the Customer's contents, or verify the correctness of the Customer's contents, or other such matters. IN CASE ANY PARTY BRINGS SUIT AGAINST THE SUPPLIER IN

CONNECTION WITH THE USER CONTENTS PUBLISHED BY THE CUSTOMER, THE CUSTOMER UNDERTAKES TO PAY THE DAMAGES, WITHIN THE EXTENT ALLOWED BY LOCAL LAWS, AND TO COVER THE SUPPLIER AGAINST ANY DAMAGES, LOSSES AND EXPENSES (INCLUDING REASONABLE SOLICITOR'S FEES AND CHARGES) CAUSED BY THE SAID LAWSUIT.

The validity of the Subscriber Service's user rights

The validity of the Subscriber Service's user rights is tied to the payments for it in such a way that the user rights are valid for the period set for each recurrent payment, unless the user rights were terminated due to cancellation, or to another reason, before the period in question ended. If not otherwise stated in these Terms of Agreement, an early termination does not lead to a refunding of the payment for the time between the termination date and the already paid for period.

Third party products and services

Third party products, services and contents inside the Subscriber Service, that are not a permanent part of the Subscriber Service, come under the terms and conditions of the third parties and the Supplier has no control over them. The products, services and contents of third parties are provided to the Customer as added features. The Customer is responsible for the user rights and expenses of the services that it has linked, copied, or otherwise connected to the Subscriber Service, and also for the information produced in such a way. The Customer undertakes to not connect to the Subscriber Service, in the manner described above, or in another manner, any content or applications to which the Customer does not possess the rights.

The features and contents of the Subscriber Service

The features of the Subscriber Service

The features of the Subscriber Service are described in the Price List, in the Subscriber Service's service package description and/or in the Delivery or Blanket Agreement. The Subscriber Service is available as Service Packages in different sizes and functions. The contents of the Service Packages are, if not otherwise agreed in writing, the following:

(i) *Myinfomonitor DS (Digital Signage):* **The Service Package can be utilized for managing play lists and contents and to distribute them on displays (with the Myinfomonitor Player application), for grouping displays and contents and to monitor the Player applications. Does not include components or tools for integration/data reading, databases, analytics, visualization, or imaging libraries. The Customer orders capacity according to the amount of the controllable displays called Players.**

(ii) *Myinfomonitor LVM (Lean Visual Management)* **(basic package): Contains a Dashboard/Layout tool, a Widget tool and data reading module and can be connected to three (3) separate Data Sources. Three (3) separate Dashboard views can be used. The user rights apply to one Use.**

(iii) *Myinfomonitor Manufacturing HeartBeat* **(for Real-Time Enterprise Manufacturing Intelligence): Contains the same features as (ii), but the dashboards are preforms into which a maximum of 5 Data Sources can be connected. The alternatives are a factory-specific Subscriber Service, a country-specific Subscriber Service, and a group-specific Subscriber Service. Each higher level contains a new view that is a summary of the information from the lower levels.**

(iv) *Myinfomonitor Enterprise Visual Management Platform***: Contains the same features as (ii), but with no restrictions in the amount of Data Sources and Dashboard views.**

Extensions may also be acquired for the above Service Packages, such as PowerPoint and Excel add-ins, and also more Data Sources, Dashboard views and users may be added.

Changes in the content of the Subscriber Service

The Supplier reserves the right to change the contents of the Subscriber Service without weakening it to an unreasonable extent. ("Unreasonable" meaning that the Customer cannot achieve the things that could be done before. The manner or technical method by which the function, or end result, can be achieved, may change, but they must not prevent the end result). The Supplier may not set restrictions for the service during the term of the agreement, instead any restrictions to the ordered service enter into force only after a new Subscriber Service order period has started.

Alpha and beta features

The Supplier may, according to its own discretion, offer new alpha and beta stage features to the used by the Customer, but it does not guarantee that they are applicable for a certain use, or that they are functional in general. The Supplier offers the alpha and beta features "as such", without a warranty or support. The Supplier may also, upon its own discretion, remove such features as above from use, or restrict their use.

Liabilities

Restrictions of liability

The Supplier is not liable for any direct or indirect damages caused by using the Subscriber Service, or by using any other services, products, or contents, or by using third party services, products, or contents.

Term of Agreement, termination of order and denial of use

Renewal of the Order

The first order and agreement period is 36 months, after which the Order is automatically renewed for one year at a time. The Customer may prevent renewal by notifying the Supplier in writing ninety (90) days before a new order period starts to orders@myinfomonitor.com.

The price of a renewed order is determined according to the Price List in force at any given time, unless the principles for determining renewed prices are otherwise stated in the Delivery Agreement. All the products added by the Customer during previous order periods are renewed when the Subscriber Service is ordered.

No refund for unused order periods

The Supplier does not refund for any unused time ordered in case the Customer decides to terminate the use of the Subscriber Service before the end of the order or agreement period.

Termination of the order or agreement for an acceptable reason

Both Parties may terminate this Agreement for the part of some, or all, the products belonging to the Subscriber Service within (i) thirty (30) days after a written announcement in case the other Party has essentially breached this Agreement and its terms and has not ended the violations within the time mentioned above, or (ii) with immediate effect if the other Party is declared bankrupt. The Supplier may also terminate this Agreement after thirty (30) days from providing a written announcement in case the Supplier finds that the Customer acts, or has acted, in a manner that damages the Supplier, its potential new customers, or existing other customers. This Agreement may not be terminated for any other reason before the Agreement's period of validity ends.

Denial of the use of, and access to, the Subscriber Service due to prohibited actions

The Supplier may deny the Customer's access to the Subscriber Service, or deny the use of the Subscriber Service, in the event that the Customer, or a representative of the Customer, violates these Terms and Conditions, until such a time when the Customer ends the violations against the Terms and Conditions.

Denial of use and access due to non-payment of the Subscriber Service

The Supplier shall notify missing or late payments in writing to the Customer. In case the payment, or payments, in question are not paid to the Supplier's bank account within seven (7) days after the notification, the Supplier may deny the Customer's access to, or use of, the Subscriber Service. In case the Subscriber Service is cut off due to a missing payment, the Supplier may charge an opening fee for the re-opening of the Subscriber Service.

Other terms

In case it is found out that some of the terms of this Agreement, or of the Enclosures, cannot be enforced, this does not have an effect on the validity of the other terms, instead the terms stay valid and enforceable for the other parts.

Any disputes arising from the terms of this Agreement shall always primarily be solved through negotiations. Any disputes that cannot be solved so that an agreement is reached by negotiations within 6 months are to be solved by the Tampere District Court (Tampereen käräjäoikeus).

E. Enclosures

1. General Commercial Terms [https://www.myinfomonitor.com/legal/en/commercial-terms/]

2. IT2015 ETP SPECIAL TERMS AND CONDITIONS FOR SERVICES DELIVERED VIA DATA NETWORK (CLOUD SERVICE). Due to licensing reasons pertaining to the IT2015 Terms of Agreement, this document is delivered, upon request by the Customer, to the Customer's email address.