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TERMS OF SERVICE – PARTNER PLATFORM

1. SCOPE OF APPLICATION AND PURPOSE

These service-specific terms of service (hereinafter the “**Contract Terms**”) shall be applied to Data sharing to Helen’s customer (hereinafter the “**Customer**”) or to another Data Recipient via the Partner Platform (hereinafter the “**Service**”) of Helen Ltd (hereinafter “**Helen**”).

The purpose of these Contract Terms is to agree in further detail on the terms and limitations of the Utilisation of the Service and Data.

These Contract Terms will become part of the contract concerning Data Utilisation between Helen and the Customer or another Data Recipient when the Customer or another Data Recipient registers in the Service or when the Customer or another Data Recipient retrieve for Data via the Service.

2. DEFINITIONS

In these Contract Terms, the meaning of words starting with capital letters (in addition to section 1 and 2) has been defined in further detail in section 18 of these Contract Terms.

In the interests of clarity and by way of example, as defined in section 18, hereinafter in these Terms of Contract, the Data Recipient also refers to the Customer if the Data Recipient is a Customer.

3. CONTRACT ON THE DISTRIBUTION AND UTILISATION OF DATA

The Contract shall enter into force when the Data Recipient registers in the Service (for example, when the User registers the Data Recipient in the Service) and, upon registering in the Service, accepts these Contract Terms as binding on themselves. The User shall be responsible for the fact that the User has the right to draw up the Contract and use the Service in the name and on behalf of the Data Recipient.

The Contract shall be valid for as long as the Data Recipient is registered in the Service. In addition to these Contract Terms and the Use Case Terms, the Terms of Use valid at any given time shall be applied to the Contract. In the case of a conflict between the terms of the Contract Terms, Use Case Terms and Terms of Use, primarily the Use Case Terms, then the Contract Terms and lastly the Terms of Use shall be applied. Moreover, in the event there is any discrepancy between the Finnish and English version of these Contract Terms, the Finnish version shall prevail.

By registering in the Service or by using the Service, the Data Recipient and User undertake to comply with the Contract Terms, Use Case Terms and Terms of Use valid at any given time.

In these Contract Terms, the Data Recipient and Helen shall be referred to together as the “**Contracting Parties**” and separately as the “**Contracting Party**”.

4. CONTENT OF THE SERVICE

The Data Recipient and the User registered in the Service shall receive the right to use the Service on the basis of the Contract, i.e. they may retrieve for Data via the Service in the format specified by Helen in each Use Case separately via the API Interface or by other means provided by Helen at any given time and in the manner deemed appropriate by it.

Unless otherwise agreed in each Use Case separately, the Data Recipient as the Customer has an opportunity to retrieve for the Customer’s Data via the Service. If the Data Recipient is not a Customer, the Data retrieved via the Service in accordance with the Use Case Terms shall only be available with the Customer’s authorisation when the Data is the Customer’s Data. If the retrieved Data is other than the Customer’s Data or in anonymous format, the Data shall be available in accordance with the Use Case Terms. Helen shall not be obliged to deliver the Data or make

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the Data available for retrieval via the Service before Helen has obtained all consents and authorisations required for sharing the Data.

The Service does not include backup of the Data. Helen shall deliver the Service in English or Finnish.

5. USE OF THE SERVICE

Data that is retrieved via the API Interfaces can be retrieved from the Service with the API key, which is defined by Helen for each Use Case and made available for the Data Recipient and User.

The right of the Data Recipient and Users to use the Service requires registration in the Service and that the Data Recipient and each User creates for themselves a username and password for the Service. In order to use the Service, the Data Recipient and User shall also comply with the provisions and terms of these Contract Terms, Use Case Terms and Terms of Use.

The Data Recipient is obliged to notify Helen of any changes in the rights of use and personnel changes without delay. The Data Recipient and User shall be responsible for the secure use of the usernames, API keys and other identifiers of the Service. The Data Recipient and User shall not share the usernames, passwords, API keys, other keys, tokens, identifiers or other credentials with third parties via their own services or in any other way.

6. UTILISATION OF DATA

Unless otherwise specified in the Use Case Terms or in each Use Case separately, the Data Recipient shall receive a non-exclusive, non-transferrable and limited right to Utilise Data in all its current or future operations, in which the Data shall not be shared with or disclosed to third parties (with the exception of the Users or group companies of the Data Recipient) without the prior consent of Helen, the Customer or other Data owner.

However, when Utilising the Data, its sharing with or disclosure to a third party or its publication shall be permitted provided that it is not possible to identify Helen or Helen's Confidential Information or the third party (such as the Customer if the Data Recipient Utilising the Data is not the Customer) from the Data Utilised in this way. Unless otherwise stipulated in the Use Case Terms, when sharing the Data or disclosing it to a third party in accordance with the terms of this section, the Data Recipient must mention that the Data originates from Helen.

Unless otherwise separately agreed or stipulated in the Use Case Terms, Helen shall not have rights to such information or material that the Data Recipient has by itself or with the help of a third party developed, derived or otherwise achieved by Utilising the Data in accordance with these Contract Terms, Use Case Terms and Terms of Use.

7. RESPONSIBILITIES AND OBLIGATIONS OF THE DATA RECIPIENT

The Data Recipient shall be responsible at its own cost for ensuring that the Data Recipient's equipment, software, connections or other technical environments and the related interfaces, which are required for retrieving the Data from the API Interface, are compatible with the API interface, comply with the Case Use Terms and also otherwise meet the effective information security requirements specified by Helen for the Service at any given time. The Data Recipient shall also otherwise be responsible for all of its own activities (such as Data Utilisation), as well as, e.g. for the acquisition and functioning of equipment, software and connection required for the retrieval of Data or the use of the Service. The Data Recipient shall be responsible for not jeopardising or having a negative impact on the functioning of the Service, the API Interface or the Data through its own action.

The Data Recipient shall be responsible for the correctness and accuracy of the data it has given to Helen. If necessary, the Data Recipient shall undertake to contribute to applying for the consents and authorisations required by the sharing of Data.

The Data Recipient is, at Helen's request, obliged to return or destroy any data concerning Helen included in the Data shared with the Data Recipient, as well as other data and materials included in the Data that are not related to the Data Recipient.

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By using the Service, the Data Recipient accepts these Contract Terms, Use Case Terms and Terms of Use and undertakes to comply with them. Moreover, the Data Recipient shall be responsible for ensuring that the Users and other third parties used by the Data Recipient in the Utilisation of Data are aware of the contents of these Contract Terms, Use Case Terms and Terms of Use and undertake to comply with them for their own part. The Data Recipient shall be responsible for the fact that the User and other third party used by the Data Recipient in the Utilisation of the Data have the right to Utilise Data in the name and on behalf of the Data Recipient. The Data Recipient shall also otherwise be responsible for the actions of the User and other third parties used in the Utilisation of Data in the same way as for its own actions.

If the Data Recipient notices any problems or shortcomings in the availability of the Service, the Data Recipient must swiftly notify Helen of the matter using the contact details notified in the Service.

8. FUNCTIONING OF THE SERVICE

Helen shall be responsible for ensuring in the way it considers most appropriate that the Service is available to the Data Recipient and the User.

Helen aims to offer the Service on an ongoing basis. However, Helen shall not guarantee uninterrupted operation of the Service. In addition to a force majeure referred to in the Terms of Use and these Contract Terms, there may be breaks, temporary interruptions and shortcomings in the availability of the Service due to disturbances in the data communications networks, overloading of the network, power cut, or updates of the software related to the Service. In such cases, the distribution or retrieving of Data may be temporarily unavailable.

9. SERVICE INTERRUPTION

Helen may interrupt access to the Service or the use of the Service temporarily or permanently, especially:

- (a) due to installation, modification or maintenance measures;
- (b) due to general interruption in the data communications network or the repair of equipment malfunction or an information security threat, or disturbances in electricity distribution, when the law or the authorities so require, or if Helen suspects misuse of the Service, such as unnecessary loading for the purpose of use, or another type of breach of Contract.

Helen shall also have the right to temporarily limit the delivery of the Service or suspend the delivery of the Service in accordance with the Terms of Use.

In the event of a service interruption planned by Helen, Helen shall aim to notify the Data Recipient and the User of the interruption in advance, where possible. Helen may provide notifications concerning the use of the Service to the Data Recipient and User in the user interface of the Service or in other ways.

Helen may for a justified and acceptable reason and without liability for damages to the Data Recipient or User refuse to deliver the Service and to interrupt or cancel a delivery of the Service that has already been agreed even with respect to individual Users either in full or in part with immediate effect. A justified and acceptable reason is, for example, an important reason or justification resulting from the Service, its nature, contents or Data Recipient, User or third party or legislation, and always at least one of the following: Problems in the hardware/data transmission environment of the Data Recipient or a third party, security breach or serious vulnerability, Helen becomes aware or suspects that the User does not have the right to use the Service in the name and on behalf of the Data Recipient, the Data Recipient or User uses the Service contrary to these Contract Terms, Use Case Terms or Terms of Use, or the Data Recipient or User is otherwise in material breach of the Contract terms.

10. SERVICE FEE AND PAYMENT TERMS

Unless otherwise specified in the Use Case Terms or Use Case specifically or unless otherwise agreed, the Service is free of charge.

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If making the sharing or retrieving the Data available to the Data Recipient (for example, due to its quantity or quality) involves non-negligible costs, work and effort by Helen, Helen shall have the right to charge the Data Recipient for the costs incurred from using the Service as a service fee or other charge before the provision of the Service according to the Case Use Terms or as agreed otherwise.

The Data Recipient shall be obliged to pay Helen a service fee agreed separately in writing, as well as other charges agreed separately in writing.

All prices of the service fees and other charges are given without value added tax. Helen shall have the right to add to the service fee and the prices of the charges any indirect taxes prescribed by the law and the authorities, as well as other costs imposed by the authorities according to their impacts.

Helen shall have the right to charge a service fee or other charge to the Data Recipient after Helen has notified the Data Recipient of the amount of service fee or other charge and the Data Recipient has accepted the service fee or charge in question (for example, by continuing the use of the Service or retrieving Data via the Service). Unless otherwise agreed, Helen shall send an invoice for the delivery of Data to the Data Recipient after a one-off Data delivery or for delivering Data on an ongoing basis once a month. The Data Recipient shall be obliged to pay the invoices concerning the service fees or other charges by the due date at the latest. Unless otherwise stated in the invoice, the payment term is fourteen (14) days net from the invoice date. If the Data Recipient does not pay the invoice by the due date at the latest, Helen shall have the right to charge the Data Recipient interest for late payment. Interest for late payment is in accordance with the Interest Act. Helen shall also have the right to charge a reasonable payment reminder according to the service price list to Data Recipient for sending a payment reminder.

The Data Recipient shall be responsible for ensuring that the invoicing data it has provided is correct. The invoice shall be sent to the invoicing address provided by the Data Recipient. The Data Recipient shall be responsible for paying the invoice regardless of where they have requested the invoice to be sent.

11. OTHER RIGHTS

If the Customer has given Helen its consent through the Service or in another way to Share the Customer's Data with the Data Recipient, User or another third party, Helen shall have the right to share Data containing the Customer's Data in accordance with the consent received from the Customer.

No rights to Helen's patents, utility models, trademarks, design rights, works subject to copyright protection (incl. related right) or to other registered or non-registered intellectual property rights shall be transferred or granted to the Data Recipient or User. All ownership, copyright and other intellectual property rights related to the Service and the API interface, as well as the rights to the Data shared by Helen, belong to Helen or a third party.

The Data Recipient shall not otherwise have any rights related to the Service, the API Interface or Data with the exception of the limited, non-exclusive and non-transferrable right to use the Service and Utilise the Data in the way agreed in further detail in section 6.

The Customer and the User shall not have the right to use the Service and Utilise Data in order to offer services concerning their use to third parties or otherwise to provide, copy, distribute, borrow or forward them or to provide access to them for third parties without Helen's prior written consent.

Helen shall have the right to monitor the use of the Service, and Helen owns the Statistical Data. Helen shall have a transferable and unlimited right to publish the Statistical Data and utilise the Statistical Data even after the Contract has expired in the way selected by Helen or the transferee especially, but not limited to, the development of the Service and for improving the functionality and functioning of the Service. Helen shall not be obliged to remove Statistical Data or a part thereof even after the expiry of the Service produced for the Data Recipient or the Contract.

12. SUBCONTRACTORS

Helen shall have the right to use subcontractors in the delivery of the Service to meet its contractual obligations. Helen shall be responsible for the actions of its subcontractors and partners in the same way as for its own actions.

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Helen shall have the right to grant or transfer to its subcontractors the corresponding rights as Helen has in accordance with these Contract Terms.

13. DATA PROTECTION AND THE PROCESSING OF PERSONAL DATA

Data shared with the Data Recipient does not, in principle, contain Personal Data.

If Data containing Personal Data is shared with the Data Recipient and it cannot be concluded otherwise with regard to the details of the Use Case, the Data Recipient is assumed to be an independent controller of the Personal Data shared with them and to be responsible for the fact that the Data Recipient has the right to process and Utilise Personal Data in accordance with the Data Protection Legislation. For example, if Customer Data that includes Personal Data is shared via the Service with a Data Recipient who is a Customer, the Customer is assumed to be an independent controller of the Personal Data in question and to specify the purposes and means of processing the Personal Data and to be responsible for the fact that the Customer has the right to process and Utilise the Personal Data in accordance with the Data Protection Legislation.

If it can be inferred from the details of the Use Case that a) the Data Recipient processes Personal Data included in the Data on behalf of Helen, or b) the Data Protection Legislation otherwise requires agreeing on the processing of Personal Data, the Contracting Parties shall agree on the processing of Personal Data in the way required by the Data Protection Legislation valid at any given time before sharing the Data with the Data Recipient.

14. LIMITATION OF LIABILITY

The Service and the API Interface shall be offered to the Customer as it stands and as it is formulated. Helen shall not guarantee the accuracy of the Service and it shall not be responsible for the Service or Data being applicable for the purpose of use of the Data Recipient.

Helen shall not be responsible for any interruptions or disturbances in the functioning of the Service and the API Interface.

Helen's responsibility for errors, shortcomings, disturbances and interruptions of the Service and the API Interface shall be limited to their correction or re-performance the Service within reasonable time after they have taken place. Helen shall not be obliged to pay the Customer damages or other compensation on the basis of an error, interruption or shortcoming.

Helen shall in no part be responsible for the functioning or information security of equipment acquired by the Data Recipient itself or for any disturbances or problems caused by them on the functioning of the Service. Moreover, Helen shall not be responsible for any changes, programming or connections required for the Data Recipient's existing building automatics or equipment due to the deployment of the Service or any costs incurred from them.

The use of the Service and Data Utilisation takes place at the Data Recipient's own risk. Helen shall not be responsible for the accuracy or integrity of the Data or for damage caused by the use of the Service or Data Utilisation to the Data Recipient Utilising the Data. However, if the Data Recipient or User is in breach of the Contract Terms when Utilising the Data or through other action, the Data Recipient shall be liable for the damage it has caused.

Helen shall not in any case be obliged to compensate to the Data Recipient or User for any indirect or consequential loss, such as a reduction or loss of net sales or operating profit, profit shortfall or benefit, damage caused by the change or loss of Data or other unpredictable indirect or consequential damage.

The limitations of liability shall not be applied to a situation where the damage has been caused by intent or through gross negligence.

15. FORCE MAJEURE

Helen shall not be responsible for the compliance or non-compliance with the Contractual obligations and Helen shall not be obliged to pay damages if the breach or negligence of the contractual obligations is due to a reason

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beyond Helen's control that Helen could not reasonably have taken into account and the consequences of which Helen could not reasonably have prevented or overcome ("force majeure").

Force majeure includes, e.g. a strike or other industrial action, explosion, accidents, interruptions in data communications, measures by the authorities and other measures and events beyond Helen's control, which Helen has not been able to avoid through reasonable measures and the consequences of which Helen has not been able to prevent.

As a result of force majeure, the contractual obligations shall be postponed for the duration of the force majeure in terms of each contractual obligation.

In the case of force majeure, Helen shall be exempted from delivering the Services to the extent and for as long as the delivery of the Service is impossible due to force majeure.

16. APPLICABLE LEGISLATION

These Contract Terms shall be subject to Finnish law, with the exception of the provisions concerning the designation of Finnish law.

17. VALIDITY OF AND CHANGES TO THE CONTRACT TERMS

These Contract Terms shall enter into force on 27 October 2021 and they will be valid until further notice.

Helen shall have the right to change these Contract Terms, Use Case Terms and Terms of Use unilaterally. Helen shall have the right to change its work methods, practices and technical environment and equipment used in the delivery of the Service. Helen shall also have the right to unilaterally make a change to the Service concerning technical or other methods of providing the Service. Helen shall have the right to make changes to the Service and to develop the Service and its contents and features (especially the features and user interface of the API interface) and to remove unused or unnecessary features from the Service.

If possible, Helen shall notify the Customer of the amendments on the website of the Service or in another similar way before the changes enter into force. The changes shall enter into force as from the time stated by Helen.

If the Data Recipient or User will not accept the change, the Data Recipient or User must end the use of the Service or its part or cancel its registration. The Data Recipient or User is deemed to have accepted the changes if the Data Recipient or User continues to use the Service or its part or remains registered in the Service.

18. DEFINITIONS

In these Contract Terms, words starting with a capital letter (in addition to those defined in sections 1 and 2) have the following meaning.

API Interface refers to Helen's application programming interface, produced for the Service, with or through which the Data Recipient's own programs or programs and equipment can make requests to Helen's programs and equipment in order to deliver Data and exchange data, i.e. converse with each other.

Customer refers to a Data Recipient who, in addition to the Service, has a contract (such as a Delivery Contract) concerning the delivery of a different kind of service or product with Helen.

Customer Data refers to data gathered on the basis of the Delivery Contract or a contract concerning another service or product between the Customer and Helen with respect to the Types of Energy at the Site or other type of data gathered on the basis of the contract.

Data refers to data and material available via the Service, shared by Helen with the Data Recipient (such as, e.g. Customer's Data or Helen's data).

Data Recipient refers to a company, association, a body governed by public law or another legal person with whom Helen shares the Data via the Service and with whom Helen draws up the contract on the delivery of the Service.

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Type of Energy refers to electric energy, district heat or other heating energy, district cooling or other cooling energy or other similar type of energy.

Personal Data refers to all kind of data that is related to an identified or identifiable natural person in the way referred to in Data Protection Legislation.

Utilisation in these Contract Terms refers to all the measures that the Data Recipient or User takes with regard to the Data, such as, e.g. its collection, recording, copying, combining, compilation, structuring, editing, analysis, comparison, sharing or publication either as such or in connection with other data.

Site refers to a site specified in the Delivery Contract or another contract between the Customer and Helen or another site (such as a property or metering point owned or managed by the Customer) where the Customer's energy consumption data is gathered by Type of Energy.

User refers to a person chosen, authorised and appointed by the Data Recipient (for example, an employee of Data Recipient) or a company, association or other legal person (for example, a subcontractor of Data Recipient or another service provider) who has the right to use the Service or search, retrieve or receive Data from the Service in the name and on behalf of the Data Recipient.

Terms of Use refer to the terms of use for Helen's electronic services valid at any given time. They are available on Helen's website: www.helen.fi/en.

Use Case refers to the sharing of Data determined and agreed separately in a separately agreed format and on separate terms.

Use Case Terms refer to a term or instruction related to a certain kind of Use Case in an electronic or written format in the user interface of the Service valid at any given time concerning (a) the ordering of the Service, (b) the delivery of the Service or the requirements for the delivery, (c) the use and functions of the Service, or (d) the contents and limitations of the Service.

Confidential Information refers to information marked as confidential or information that the receiving party should reasonably understand to be confidential due to the circumstances of disclosing the information or the nature of the information.

Service refers to a Software Service and/or Additional Service described and specified in further detail in these Contract Terms and other Contract documents, which Helen delivers to the Customer as agreed.

Contract refers to a contract on the delivery of the Service to the Customer and User.

Data Protection Legislation refers to the Data Protection Act of Finland (1050/2018; as amended) and the EU General Data Protection Regulation (679/2016), and other data protection legislation valid and applicable at any given time, as well as the instructions and binding provisions issued by the data protection authorities.

Statistical Data refers to other data produced in connection with or from the use of the Service (such as data on the ways of using the Service) in such a format that the Data Recipient or User cannot be identified from the data.

Delivery Contract refers to the contract between the Customer and Helen concerning the delivery of the Type of Energy to the Site.