

8.6.2018

# PEIKKO GROUP CORPORATION SAAS AGREEMENT

**You agree that by clicking “Start Designing”, “Sign Up” or similar, creating an account, or accessing or using Peikko Services, you are agreeing to enter into a legally binding agreement with us. If you do not agree to this agreement do not use the Services.**

The use of the Services requires good expert knowledge in the field of the Services (structural design). The Services have been designed in such a way so as to give a specific type of result from the data which has been entered. It remains the responsibility of the Customer to check these results before use and to assure that these results, which it provides, are suitable for the Customer’s specific application. The Services are only an aid without any guarantee to be faultless or for accuracy of the calculation in a specific application.

## 1 DEFINITIONS

1.1 Whenever used in this agreement with an initial capital letter, the following terms have the following respective meanings:

- a) Customer or you mean both you (Member or Visitor) as an individual and any single legal entity for which you are acting;
- b) Customer Content means the data, content and information that you create while using the Services;
- c) Member means anyone who has created an account in the Site;
- d) Peikko or we mean Peikko Group Corporation, Finnish private limited company, having its registered domicile at Voimakatu 3, Lahti, Finland, Business ID 0641926-7;
- e) Services means pre-design services made available by Peikko to the Customers via the Site;
- f) Software means the software owned by Peikko (and/or its affiliates or its licensors) that is used to provide the Services;
- g) Site means website located at [www.peikkodesigner.com](http://www.peikkodesigner.com) or such other URL as indicated by Peikko from time to time where information and access to the Service is available;
- h) Visitor means anyone, excluding Members, that accesses the Site.

1.2 Words in the singular shall include the plural and vice versa.

## 2 SCOPE OF THIS AGREEMENT

2.1 In consideration of you agreeing to abide by the terms and conditions of this agreement, we hereby grant you a non-exclusive, non-transferable right to access and use the Services.

2.2 Peikko reserves the right to replace, modify, and/or upgrade the Services in its sole discretion at any time. Any replacement, modification or upgrade to the Services is to be treated as part of the Services for the purpose of this agreement.

8.6.2018

### 3 CREATING AN ACCOUNT

- 3.1 You must create an account through the Site in order to save the Customer Content in the System. To create an account, you will be asked to provide certain basic information. This information may include your company name, address, main contact person including that person's telephone number, and email address.
- 3.2 As a Member you agree:
- (a) to keep your password secure and confidential;
  - (b) not to transfer any part of your account (e.g., projects); and
  - (c) to use your real name.
- 3.3 You are responsible for anything that happens through your account unless you close it or report misuse. As between you and us, your account belongs to you as an individual.

### 4 DATA SECURITY

- 4.1 Peikko shall maintain the Services at a reputable third-party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the Services. You acknowledge that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Customer Content.

### 5 ANONYMISED CUSTOMER CONTENT

- 5.1 Peikko may collect, develop, compile, analyse and commercialise information based on anonymized Customer Content that is not identifiable to any individual. Such information is owned solely by Peikko.

### 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials, is, and at all times shall remain, the sole and exclusive property of Peikko and/or its affiliates or licensors.
- 6.2 The integrity of the Software is protected by technical protection measures so that the intellectual property rights, including copyright, in the Software of Peikko are not misappropriated. You must not attempt in any way to remove or circumvent any such technical protection measures. You acknowledge that you have no right to have access to the Software in source code form.
- 6.3 If Customer provides suggestions or other feedback, Customer grants to Peikko a worldwide, perpetual, irrevocable, sub-licensable, royalty-free, transferable license to use the feedback for any purpose.

8.6.2018

## 7 LIMITED WARRANTY

- 7.1 Peikko shall use reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Peikko or by third-party providers, or because of other causes beyond Peikko's reasonable control. HOWEVER, PEIKKO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, AND YOU AGREE TO USE THE SERVICES AT YOUR SOLE RISK.
- 7.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, PEIKKO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE OR NON-INFRINGEMENT.

## 8 LIMITATION OF LIABILITY

- 8.1 IN NO EVENT SHALL PEIKKO HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9 TERM AND TERMINATION

- 9.1 You may terminate this agreement at any time. Termination is effective immediately from the date you inform Peikko that you wish terminate this agreement.
- 9.2 You agree that Peikko, in its sole discretion may change or discontinue Services. If Peikko stops or makes a good faith decision to stop providing the Services generally, then Peikko may terminate this agreement by giving at least 30 days' notice of termination to the Customer (Member).
- 9.3 Peikko may immediately suspend your password(s), account(s), and access to or use of the Services if you violate this agreement. Peikko may terminate this agreement if violation is not cured within 30 days after Peikko's initial notice thereof.
- 9.4 Upon any termination, Peikko will make Customer Content available to the Member for electronic retrieval for a period of thirty (30) days, but thereafter Peikko may, but is not obligated to, delete stored Customer Content. We may also delete Customer Content in the event your account remains inactive for more than two years.

8.6.2018

## 10 ASSIGNMENT

- 10.1 You may not assign this agreement or any of your rights or obligations arising under it, without our prior express consent.
- 10.2 Peikko may assign its rights and obligations under this agreement at any time, including but not limited to in a sale of the Site.

## 11 AMENDMENTS

- 11.1 Peikko reserves the right to modify this agreement at any time by publishing the revised agreement on the Site and notifying Members about the modification. Your continued use of the Services after we have published the revised version on the Site and (if you are a Member) after we have notified you about the modifications shall constitute your acceptance to be bound by the terms and conditions of the revised agreement.

## 12 PRIVACY POLICY

- 12.1 In performing the Services Peikko will comply with its [privacy & cookies policy](#) including Record on Processing Activities – Peikko Designer<sup>®</sup> Users.

## 13 APPLICABLE LAW AND JURISDICTION

- 13.1 This agreement is governed by and construed in accordance with Finnish law.
- 13.2 The parties agree that the courts of Finland shall, subject to the clause 13.3 below, have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this agreement.
- 13.3 For the exclusive benefit of Peikko, Peikko shall retain the right to bring proceedings as to the substance of the matter in the courts of the country of Customer's residence / principal place of business.

## 14 NOTIFICATIONS

- 14.1 If you are a Member you agree that we will provide notices to you in the following ways: (1) a notice within the Service or (2) a message sent to your email.
- 14.2 For assistance with questions regarding this agreement or the Services, if you have other enquiries, or if you require further assistance regarding use of the Services provided by us, please contact us using the contact details located here: [peikkodesigner.support@peikko.com](mailto:peikkodesigner.support@peikko.com)