Applixure Terms of Service

Updated: September 2026

These Applixure Terms of Service (“Terms”) with any other related documents (such as any documents referenced herein) form an agreement (“Agreement”) between the Customer and Applixure Oy (“Applixure”), and contain conditions governing the use of Applixure services ("Services"), including any websites, forums, technology, information, data, software, computer code and materials Applixure makes available to you as part of, or in connection with the Services.

By accessing or using the Services, you accept the Terms for yourself and/or on behalf of your employer or another entity. If you do not have a full legal authority to accept the Terms, you may not use the Services.

The Customer shall always use the Services in compliance with applicable laws. If required so by the local law, in connection with accessing or using the Services which monitor end-users’ Devices, you are responsible for taking necessary steps to ensure that end-users of Devices, wherein the Services related software is installed, are aware of and in acceptance of monitoring of their Devices as performed by the Service.

Applixure Service Privacy Policy (https://doc.applixure.com/pp) helps you understand what Personal Data and non-personal data Applixure collects, and how such Personal Data is used. Applixure's Privacy Policy contains information that you should review and agree to prior to using the Services.

Applixure Data Processing Agreement (https://doc.applixure.com/dpa) governs the processing of personal data between the Customer and Applixure.

1 Definitions

1. “Add-on Services” means additional features, services, capacity or support that the Customer may choose to expand the basic type of the Services.
2. “Chargeable Services” means Services that are subject to a separate fee that may be based on number of Devices, features, services, capacity or support. Chargeable Services for an Environment are always defined in the Agreement.
3. “Customer” or “you” means you or the legal entity or organization you represent, which is using the Services.
4. “Customer Data” means any and all data that the Devices, Users or End-users upload to, generate or process while using the Services, including any technical information gathered from Devices, or entered from by the User or End-user, which directly identify the Customer or is directly relatable to the Customer's technical environment. Customer Data may include Personal Data.

5. “Device” means a technical device in the Customer organization which runs Applixure software and communicates with and uploads Customer Data to the Services.

6. “End-user” is, with respect to Applixure Feedback Service, an end-user who generates or enters information by filling out questionnaires or feedback forms.

7. “Environment” means the basic container for all information within the Services for a Customer. Typically, each Customer has one Environment.

8. “Personal Data” means data that allows the identification of an individual person, as opposed to “non-personal data” meaning data that cannot be used to specifically identify any person. For the avoidance of doubt, Applixure's Privacy Policy and Applixure Data Processing Agreement will apply to processing of Personal Data.

9. “Subscription Period” means a time span that defines how often the Customer is invoiced for the use of the Chargeable Services. The length of the Subscription Period is defined in the Agreement.

10. “User” is a person in the Customer organization who has a User account in the Services and has access to the Customer Data.

2 Right of Use

The Customer (including its Users and end-users) is granted a limited, revocable, non-exclusive and non-transferable right and license to use the Services (including related software) in accordance with these Terms.

3 Removing Software from Device and Service

At any time, you can uninstall Applixure software from your Devices using standard operating system procedures to do so. When software is removed, all the database files will remain on a machine, and can be removed manually after the uninstallation.

If the Services detect that an individual Device is disrupting the Services, either by a technical error in the software locally installed on the Device as a part of the Services (“Software Agent”), or by third party purposefully misusing the communication channel between Software Agent and the Services, Applixure shall have the right at its discretion to disable the Software Agent on a Device. In this process, the Software Agent remains installed, but will shut down and prevent itself from automatically restarting once the Device is restarted the next time.

4 Regulatory compliance

The Customer is responsible for determining whether it is subject to any regulatory or other compliance requirements, such as Payment Card Industry Data Security Standard (PCI DSS) or any other similar compliance standard, and whether the Services can be used in Devices covered partly or fully by those compliance requirements. The Customer is also responsible for taking any

necessary steps to ensure that any and all Customer Data submitted to the Services is not covered by the aforementioned regulations. Applixure does not certify the Services under any such regulatory requirements. If the Devices or Customer Data require specific certification for any regulatory compliance, the Customer shall not use the Services in connection with those Devices or such Customer Data.

5 Prices

Use of the Services is priced according to the number of Chargeable Services (e.g. Devices and Add-on Services) used during a Subscription Period. The Chargeable Services and subscription packages provided by Applixure are listed in the current price list available from sales@applixure.com or alternatively from the Applixure website. All prices are subject to change.

If the prices change, Applixure shall give the Customer at least 30 days' notice. The notice may be provided on the Applixure website (www.applixure.com), by email to the Customer or by posting on the Services.

Any changes in the pricing do not affect ongoing Subscription Periods already paid by the Customer.

6 Payment and taxes

The use of the Chargeable Services provided by Applixure shall be paid in advance by credit card or invoiced electronic payment ("Invoice"). Charges shall be defined and accepted in the Agreement when adding or reducing the number of Devices, in tiers or exact numbers, depending on the Environment, or ordering Add-on Services.

If not otherwise specified in the Agreement, the Customer will be charged for the use of Chargeable Services in the beginning of each Subscription Period for the price of Chargeable Services for that period. Chargeable Services purchased by the Customer commence on the start date specified in the Agreement and continue until further notice.

Credit card or other automated payment for the Services is debited at the beginning of each Subscription Period. In connection with the first Chargeable Services ordered, Applixure and its payment service provider shall be authorized to process such payments until the Customer terminates the Agreement.

Credit card information required to process the payment(s) shall be retained only by a trusted credit card service provider. Applixure will not store or keep record of the credit card information.

Invoice payment is available to accounts which have a main invoicing address located within a country that either resides inside the Single Euro Payments Area (SEPA) or is able to wire-transfer the payment using electronic payment, such as Automated Clearing House (ACH).

If payment is not received, as a result of an invalid credit card or non-payment of the Invoice, Applixure may deem it necessary to disable the Services rendered. If the Customer wishes to

reactivate the Services, the total subscription balance plus possible reinstatement fees shall be due immediately and must be paid before the Services are reactivated.

All payments are non-refundable. No refunds are available for partial months of Services, downgrades or months of inactivity or partial use of available Services, except in cases where the availability of the Services has been significantly restricted for reasons solely attributable to Applixure. If the Customer reduces the amount of Chargeable Services (e.g. Devices) within the Services, the resulting decrease in the total subscription cost shall take effect at the beginning of the following Subscription Period.

Prices are exclusive of all taxes, levies or duties imposed by the taxing authorities, and the Customer shall be responsible for payment of such taxes, levies or duties. VAT shall be automatically added to prices when applicable.

7 Obligations and Liabilities of the Customer

7.1 Content of the Service

All information which the Customer may have access to as part of, or through the Customer's use of, the Services may be used at the sole responsibility of the Customer.

7.2 User Restrictions and Customer Warranties

In order to use Services, the Customer agrees to cause that:

1. All Users are natural persons of legal age, acting for her/himself or for a legal entity; an account registered by automated means shall not be accepted.
2. All Users provide their full legal name, a valid email address and other information requested during the new User registration process and keep the same up to date.
3. No User shall let other persons use the User account login information, nor let multiple persons share login information for any User account in an Environment. All Users shall always maintain a valid email address in the Services, and promptly change all relevant account information in the Services as required.
4. The first User in the Environment has full power and authority to enter into an agreement with Applixure directly or on behalf of a legal entity.
5. Performing the obligations herein and the Customer's use of the Services shall not (a) violate any applicable laws or regulations, including but not limited to laws and regulations regarding Personal Data; (b) breach any agreement with any third party; or (c) result in unreasonable interference in the use of the Services by other Applixure customers.
6. All Users will keep their individual passwords confidential, and no passwords will be stored in unprotected form.

8 Obligations and Liabilities of Applixure

8.1 Basis for the Service

The goal of Applixure is to provide good service for customers in many different countries and industries. The Services are the same for everyone, and so the Services is provided on an “as is” and “as available” basis.

Applixure shall continuously improve and develop the Services overall, therefore the content and features of the Services may be changed, added or removed at discretion of Applixure without further notice. The changes will not substantially change the nature of the Services provided.

Applixure shall strive to minimize the negative impact of any changes to the Services. Applixure shall make commercially reasonable effort to provide the Services without interruptions.

The Services and the Terms as well as any documentation and instructions are provided in English only. Applixure may at its discretion provide translations into other languages for information purposes only. Should a translation differ from the original English version, the English version shall always prevail.

8.2 Provision of the Service

When providing the Services, Applixure strives to use the best suited and secure datacenter and hosting services as well as to implement all appropriate security measures regarding the technical components of the Services itself in direct control of Applixure.

Due to the nature of the Internet as the delivery mechanism of the Services to the Customer, Applixure shall not assume responsibility for the risks related to reliability and security, including loss of data or inability to access the Services, for any part of the chain of service delivery not under direct control of Applixure. These include, but are not limited to, network connections, equipment and facilities through which traffic traverses between Applixure and the Customer, or any traffic routing decisions made by equipment in-between.

8.3 Limitations of Liability

Under no circumstances shall Applixure be liable for any indirect or consequential damages.

The aggregate liability of Applixure, whether in contract, warranty, product liability, strict liability or other theory, arising out of or relating to the use of the Services or software, or the Agreement shall in no event exceed a sum equal to the price paid by the Customer for the Service in question in the prior three months before the date of any claim.

The limitations of liability above shall not apply to damages caused intentionally or by gross negligence. This limitation of liability shall also apply to any damages arising from breaches of data protection obligations under this Agreement.

8.4 Disclaimers

Applixure shall ensure that the Services operate and function in accordance with their valid service descriptions. Except as expressly set out in the Agreement, neither Applixure nor any of its suppliers, partners or resellers offer any warranty of any kind, express or implied, and Applixure and its suppliers, partners or resellers specifically disclaim any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration or data accuracy.

Applixure shall not warrant that the Services will meet the requirements of the Customer, operate correctly with the Customer's choice of equipment, systems or settings, be uninterrupted, nor free of errors.

Further, the Customer acknowledges and agrees that Applixure has no control over the Internet, or Internet connections required to access the Services and Applixure is not liable for any error related thereto, nor possible regulation of the Internet.

Links to sites other than those controlled by Applixure are provided for convenience only. Applixure assumes no responsibility for the correctness of the information provided by those sites nor the policies, nature or reliability of those sites.

9 Confidentiality

Each party may be given access to Confidential Information of the other party in order to perform its obligations under this Agreement. "Confidential Information" includes all information of the other party, that is either designated as confidential or should reasonably be understood to be of confidential nature. Customer Data shall specifically be considered as Confidential Information of the Customer excluding anonymized or aggregated Customer Data.

Confidential Information shall not be deemed to include information that:

1. is or becomes publicly known other than through any act or omission of the receiving party;
2. was in the receiving party's lawful possession before the disclosure;
3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
4. is independently developed by the receiving party, which independent development can be shown by written evidence;
5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body; or
6. is unidentifiable Customer Data.

The receiving party shall hold Confidential Information in confidence and not make Confidential Information available to any third party, or use Confidential Information for any purpose other than the implementation of this Agreement.

The receiving party shall take all reasonable steps to ensure that Confidential Information to which it has access is not disclosed, distributed or used by its employees or agents in violation of the terms of this Agreement.

This section 9 shall survive termination of this Agreement and continue in force for a period of five (5) years after the termination of this Agreement.

10 Backups

Applixure performs daily backups to protect the Customer Data from software errors and hardware failures. Due to multi-tenant nature of the data stored by Applixure, this backup data is never directly accessible by any single customer and is only used to recover the Services in the event of otherwise non-recoverable failures.

11 Security and Proper Conduct

Applixure takes security seriously and uses various tools to ensure overall security; including allowing access to its servers and databases only to the Applixure personnel or authorized 3rd party contractors who have a need to access those entities to perform normal maintenance and support duties.

The Customer acknowledges and agrees that the Users are responsible for maintaining user account and password security. Applixure shall not be liable for any loss or damage resulting from the failure to comply with this security obligation.

The Customer agrees to cause that the User, or any end-user of the Customer, shall not:

1. Try to breach security or to gain an unauthorized access to the Services, someone else's Environment, or the data centers used by Applixure.
2. Seek access to data on the datacenters used by Applixure through any means other than direct link within the Services.
3. Try to send data to the Services through any means other than the provided software or direct link within the Services.
4. Upload any viruses, worms or code of a destructive nature to the Services.
5. Try to use applications or interfaces other than those provided or expressly approved by Applixure for interaction with the Services.
6. Reverse engineer any software or code in any part of the Services.
7. Permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit.
8. Modify, copy, or create derivative works based on a Services or any part, feature, function or user interface thereof.

The Services may not be used for any illegal or unauthorized purpose. The Customer agrees to cause that the Users shall not, in the use of the Services, violate any laws in its jurisdiction (including but not limited to copyright laws) or upload any offensive, threatening, libelous, defamatory, or otherwise objectionable data to the Services.

Subject to this section 11, Customer has a right to perform security testing against their own Environment to verify correctness of operation, provided that no implicit or explicit harm is done to the other customers of the Services, such as denial of service. Applixure shall not be liable for any damage this may cause to Customer's own data.

12 Receiving notifications

Notifications sent by Applixure to the Customer shall be deemed duly served when the notices are sent to the email address provided by the Customer during account registration or through modification of the account information thereafter.

In cases where notices are delivered on the Services or on a named web address, the notices shall be deemed duly served once such posting has occurred.

13 Intellectual Property Rights

The Customer acknowledges and agrees that Applixure and/or its licensors own all intellectual property rights in the Services and any related materials. No intellectual property rights are transferred to the Customer under the Agreement. Except as expressly stated herein, this Agreement does not grant the Customer, or any Users any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks, product names, know-how or any other rights or licenses in respect of the Services or any related materials.

Applixure acknowledges and agrees that the Customer and/or Users own all intellectual property rights in the Customer Data. Applixure may use the Customer Data for the purposes of fulfilling its obligations under the Agreement. Applixure shall have perpetual, royalty-free, worldwide right to use anonymized or aggregated data for enhancing existing services or for providing other services to the Customer or third parties.

14 Indemnification

The Customer agrees to defend, indemnify and hold harmless Applixure, its affiliates, licensors, partners and subcontractors from all liabilities, claims and expenses, including reasonable attorneys' fees, arising from or related to any breach of the Agreement by the Customer, or any act or omission by the Customer relating to the Services. Applixure reserves the right to assume its own defense and/or control of any matter otherwise subject to the aforementioned indemnification.

15 Term and Termination

The Agreement shall become in force when you accept these Terms or, if earlier, when you access or use the Services and shall continue to be in force until terminated in accordance with this section 15.

If not otherwise agreed, the Agreement can be terminated by the Customer by 30 days' notice through the Services or by sending a written cancellation notice to sales@applixure.com.

After Applixure has received the cancellation, the Environment and Customer Data are marked as deleted, and will be permanently removed after 30 days, after which it is impossible to re-activate the use of the Environment.

If the Customer terminates the Agreement while the Subscription Period is still ongoing and has already paid fees for said Subscription Period, there is no refund for the remaining days of the Subscription Period.

Applixure reserves the right to terminate the Agreement with 30 days' notice, if:

1. The Customer or User violates any terms and conditions provided in the Terms or otherwise in the Agreement.
2. If due payment is not received, as a result of an invalid credit card or non-payment of the Invoice by the Customer.

In a case of termination by default, the termination is effective immediately and may not be re-activated.

Upon termination, Customer is responsible for moving the Customer Data into other systems or service in its own expense. Upon termination, all rights granted to the Customer under this Agreement terminate immediately.

16 Changes

Applixure shall have the right to change or modify these Terms by providing a written notice of the change and access to the up-to-date version of these Terms to the Customer no later than thirty (30) days before the effective date of the change. Continued use of the Services after changes or modifications to these Terms constitute the Customer's acceptance of said changes. In case of any substantial change, the Customer shall have the right to terminate the Agreement without any repercussions or liabilities, to end on the effective date of the change, by providing a written notice no later than fourteen (14) days before the effective date of the change.

Further, if at any point the Customer will not agree to any portions of then-current version of our Terms or any other Applixure policy, rules or codes of conduct relating the Services, the Customer must immediately stop using the Services. The Customer can always cease using the Services by

deleting the application or web service, as applicable. Please check the Services on a regular basis so that you remain informed of the then-current Terms.

17 Force Majeure

Neither Applixure nor the Customer shall be liable for any delay or failure in performance due to extraordinary event or circumstance beyond the control of the parties such as earthquake, labor dispute, supply shortage, riot, war, fire, epidemic, transportation difficulty or other understood event of force majeure. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

18 Transfer of this Agreement

Applixure may assign or transfer its rights and obligations under this Agreement, in whole or in part, to any person or entity at any time without your consent.

The Customer may not directly transfer this Agreement to a third party; however, the Customer can give access to its Customer Data to a third party. The Customer shall be liable for the acts or omissions of such third party using the Services.

19 General

The Agreement, and any documents referred to in it, constitute the whole agreement between Applixure and the Customer and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. If any portion of this Agreement is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without the remaining provisions of this Agreement, which shall continue to be in full force and effect.

A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

20 Governing laws and disputes

This Agreement shall be construed, governed and enforced in accordance with the laws of Finland without giving effect to its choice of law provisions.

All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Helsinki District Court, Finland.

Contact info:

Applixure Oy

Business ID: 2507933-3

Address: Arabiankatu 12, 00560 HELSINKI, Finland

Email: info@applixure.com

www.applixure.com