



MASTER RESALE AND SERVICES AGREEMENT (v2026.1)

WEARE SOLUTIONS OY

1. PURPOSE AND SCOPE

- 1.1. These terms ("Terms") apply to all sales of hardware, software, cloud services (SaaS/IaaS), and professional services ("Products") by WeAre Solutions Oy ("Supplier") to the customer ("Customer").
- 1.2. These Terms, together with the applicable Purchase Order (PO), constitute the entire agreement and supersede any conflicting terms in Customer-issued documents unless expressly agreed in writing.

2. DEFINITIONS

- 2.1. **"Product"**: Hardware, software, cloud services, or professional services provided by the Supplier.
- 2.2. **"Vendor"**: The original manufacturer or provider of the Product (e.g., Cisco, Splunk, AWS).
- 2.3. **"Cloud Service"**: Any resource provided over the internet by a Vendor (CSP).
- 2.4. **"Professional Services"**: Consulting, migration, or configuration work performed by the Supplier.

3. PRICING AND PAYMENTS

- 3.1. All prices are exclusive of VAT. Quotes are valid for 14 days unless otherwise stated.
- 3.2. Unless otherwise agreed in writing, payment term is 30 days net from the date of the invoice.
- 3.3. Marketplace Transactions: For Products purchased via third-party marketplaces (e.g., AWS Marketplace), the billing cycles and payment terms of the marketplace provider shall prevail over these Terms.
- 3.4. Adjustments: For multi-year agreements (e.g., Cisco EA), prices are subject to adjustments based on the Vendor's "True Forward" mechanisms or consumption-based reporting.
- 3.5. Late payments are subject to interest according to the Finnish Interest Act.

- 3.6. Except as otherwise expressly set forth in this Agreement or required by mandatory law, all Purchase Orders accepted by the Supplier are non-cancellable by the Customer, and all fees paid or payable are non-refundable. The Customer's obligation to pay the Total Contract Value for the entire duration of the Subscription Term is absolute and shall not be subject to any decrease, set-off, or refund, regardless of the Customer's actual usage level or any internal changes in the Customer's organization.

4. VENDOR TERMS AND COMPLIANCE

- 4.1. The Customer acknowledges that the use of Products is subject to the Vendor's Program Terms (e.g., Cisco EA Program Terms) or applicable End User License Agreement (EULA).
- 4.2. Back-to-Back Responsibility: The Supplier's obligations regarding service levels (SLA), data security, and performance of Cloud Services are limited to the commitments provided by the Vendor to the Supplier.

5. PROFESSIONAL SERVICES

- 5.1. Professional Services are performed with reasonable care and skill according to Vendor guidelines.
- 5.2. If services are performed according to Customer specifications that deviate from Vendor guidelines, the Customer remains responsible for the outcome.

6. LIMITATION OF LIABILITY

- 6.1. Resale Products: The Supplier's maximum aggregate liability for any claim related to the resale of third-party software or cloud services is limited to the net margin (the amount retained by the Supplier after paying the Vendor) received by the Supplier for the specific Product during the 12 months preceding the claim.
- 6.2. Professional Services: Liability for Professional Services is limited to the fees paid by the Customer for the specific service task or work package that caused the damage.
- 6.3. Total Cap: In no event shall the Supplier's liability exceed the amount actually recovered by the Supplier from the Vendor for the same claim.
- 6.4. Indirect Damages: The Supplier is not liable for indirect or consequential damages, such as loss of profit, data loss, or business interruption.

7. FORCE MAJEURE

- 7.1. Neither party is liable for delays or damages caused by circumstances beyond their control, including but not limited to termination of critical user rights by a Vendor or unavailability of the Product .

8. EXPORT CONTROL AND DATA PROTECTION

- 8.1. The Customer must comply with all applicable export laws and may not export Products out of Finland without proper authorization.
- 8.2. Both parties shall comply with applicable data protection laws (GDPR).

9. DISPUTE RESOLUTION

- 9.1. This agreement is governed by the laws of Finland. Any disputes shall be settled in the District Court of Helsinki.