

# Terms of Service – DevOps Partner Service

## 1. Content of the service

These terms of service shall apply to the delivery of DevOps Partner Service by Puppeteers Oy (the “supplier”), a Finnish private company with Business ID FI29193133, having its registered address at Uudenmaankatu 1, FI-20100 Turku, Finland via data network.

The “customer” is a company or its representative who has purchased the service.

DevOps Partner Service (the “service”) is a DevOps outsourcing service.

By ordering the service, the customer accepts these terms as binding.

## 2. Description of the service

Puppeteers DevOps Partner Service (the “service”) is a DevOps outsourcing service that allows the customer to offload all or some parts of the development and maintenance of their IT infrastructure and Clouds to the supplier.

The service consists of two main components:

- Fixed number of DevOps working hours: 20 hours of work per month at minimum. This can be scaled up in increments of 20 hours (e.g. from 20 hours to 40 hours) and down (e.g. from 40 hours to 20 hours) on request, with the change taking effect the next calendar month. If the supplier has to do more than the fixed number of hours during any particular month the extra hours are billed at €100/hour.
- Responding to incidents within one business day. Service hours are Monday to Friday 9.00 – 17.00 EET/EEST excluding Finnish public holidays.

The supplier shall send the customer a DevOps roadmap within one week after the delivery time counter has started. The supplier shall start modeling the customer’s infrastructure in two weeks after the delivery time counter has started.

## 3. Terms and conditions related to the service

The customer shall provide the supplier all the information, access and permissions required to execute the service. The delivery time is calculated from the moment in which all these conditions are met.

The customer shall be responsible for revoking all access and permissions granted to the supplier 14 days after the the contract has been terminated, unless otherwise agreed upon by both parties.

The supplier shall offer additional, out of scope services to the customer for a separate fee, if such an arrangement has been agreed upon by both parties.

Any promise not included in these terms shall be considered invalid.



## 4. Price and payment terms

The price of the service is €1,999.00 per month excluding VAT. This price includes 20 hours of work per month. Extra hours on top of the agreed upon monthly fixed quota cost €100/hour excluding VAT.

The supplier shall invoice for the services following their performance. The invoicing period is calendar month and the invoicing takes place on the first day of the following month. The payment terms are 14 days net from the date of invoice. Interest on delayed payments accrues in accord with the Interest Act.

## 5. Terms and cancellation/termination of the service

An agreement comes into effect when the customer has expressed their will to purchase the service by filling out the order form on the supplier's website, or after the customer has shared the equivalent information with the supplier via email or in a meeting.

The supplier has the right to cancel the service if it has not received all the information, access and permissions required to execute the service within 14 days after the agreement has come into effect.

The customer has the right to cancel the agreement within the first month by email at [partners@puppeteers.net](mailto:partners@puppeteers.net). The email shall contain:

- name of the customer's company and the contact person
- name of the service to be cancelled
- date of the cancellation
- optional: reason for the cancellation

The service will be terminated as soon as the cancellation email has been received. In case the service was cancelled within the first month, the supplier will not invoice the customer.

The customer has the right to keep the service results as they are at the moment of the cancellation.

## 6. Validity of agreement

These terms shall remain in force until further notice. The period of notice for both parties is three months. The period of notice shall be calculated from the last day of the month during which notice of termination has been given.

## 7. Confidentiality

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the terms.

This confidentiality obligation shall survive the termination of the agreement.



## **8. Liability for damages and limitation of liability**

The supplier is not liable for the further use of the deliverables. The supplier shall however offer a paid service for further using and developing the deliverables.

The supplier shall not be liable for the customer for any indirect or consequential damage. Indirect or consequential damage shall mean, inter alia, loss of profits or damage caused due to decrease or interruption in turnover or production.

The limitations of liability shall not apply to liability caused by breach of section 6 (confidentiality) or willful conduct or gross negligence.

The maximum liability of the service for damages is limited to the price of the service.

## **9. Force majeure**

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, pandemia, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.

A force majeure event suffered by a subcontractor of a party shall also be considered a force majeure event in relation to the party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

## **10. Rights and customer's data**

The customer shall have full user rights to the deliverables. The copyright and all other intellectual property rights of the deliverables shall belong to the supplier.

The supplier's responsibility to store the customer's data terminates 90 days from delivery, after which the supplier shall destroy the customer data from their information systems, unless the customer has requested to keep it and/or the parties have continued their co-operation.

## **11. Amendments of the terms**

The supplier shall have the right to modify these terms of service unilaterally by informing the customer by email after the agreement has come into effect. If after receiving such a notice the customer does not want continue using the service, the service may be interrupted immediately. In



such a case the customer should inform the supplier in written by email that they will not except these amendments to the terms. The supplier will not invoice the customer in such a case.

## **12. Processing of personal data**

Data protection and privacy are important for the supplier. Personal data will be used according to our Privacy policy.

## **13. Applicable law and settlement of disputes**

The agreement shall be governed by the laws of Finland.

Any dispute, controversy or claim arising out of or relating to the agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the ArbitrationRules of the Finland Chamber of Commerce. A dispute shall be resolved by a sole arbitrator. Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if the respondent does not contestits payment obligation.

If the parties so agree in writing, any dispute, controversy or claim arising out of the agreement shall be resolved in the district court.