 Puppeteers

Terms of Service – Puppeteers Cloud Modeling

1. Content of the service

These terms of service shall apply to the delivery of Puppeteers Cloud Modeling product 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.

Puppeteers Cloud Modeling (the "service") is a service that converts Cloud (resources) into Terraform code in one week. One service package includes a conversion for 50 Cloud resources. The service is readily available for AWS and Azure. We can offer a tailored service for other Clouds as well on request.

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

2. Description of the service

Puppeteers Cloud Modeling is a service that converts Cloud resources into Terraform code. The service is readily available for AWS and Azure and will be available for other public Clouds at request.

In order to perform the service, the supplier needs a minimal read-only permission to the customer's Cloud as well as details of the Cloud resources (e.g. region, resource types) the customer wants imported into Terraform code.

The supplier shall convert the agreed resources into Terraform code within 1 week/5 working days from the moment the supplier confirms that it has a working access to the customer's Cloud as well as details of the resources to import. The supplier will deliver the service results to the customer in the given time frame.

After the supplier has finished executing the service it shall notify the customer using email or a chat system.

What is included in the delivery ("deliverables"):

- Terraform code
- Terraform state file

What is excluded from the delivery:

- Resources that cannot be imported by Terraform AWS or Azure providers
- Refactoring the code (parametization, converting to modules, etc)

The supplier shall send the deliverables to the customer in an GPG-encrypted email, in a Signal message, using OpenSSH secure copy (SCP) or with some other cryptographically secure means of transfer.

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3. Terms and conditions related to the service

The service is readily available for AWS and Azure. The supplier may offer the service also for other Clouds at request. The terms for a service in Clouds other than AWS and Azure may be different.

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 delivery, unless otherwise agreed upon by both parties.

The supplier shall offer additional 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 package is €999 excluding VAT. The service package includes importing a maximum of 50 Cloud resources into Terraform.

The supplier shall invoice for the services following their performance, after a 3-day (three full working days) approval period by the customer. The payment terms are 14 days net from the date of invoice. Interest on delayed payments accrues in accord with the Interest Act.

5. Term and cancellation/termination of the service

An agreement comes into effect when

1. 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, and

2. the customer has provided the supplier access and permissions required to execute the service, and

3. the supplier has verified that it has everything needed to execute the service for the customer.

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 by email at partners@puppeteers.net. The cancellation shall be done as soon as possible but at the latest within 3 working days of the project delivery. 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

In case the service was cancelled within 3 working days of the delivery, the supplier will not invoice the customer.

The provider will deliver the service results as they are at the moment of the cancellation. The customer shall receive a full delivery if the cancellation was done after the delivery date.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Processing of personal data

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

12. 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.