

## 1 DEFINITIONS

The following terms and definitions apply in Telema contracts:

- **Accounting Software** shall mean a part of the ERP Software or an independent software used by Partner for accounting. In Contract this term will only be used if there is a need to differentiate between the software.
- **Accounting Software Support** shall mean the company providing IT support for the Partner's Accounting Software.
- **Active Period** shall mean the time period during which E-Document detailed contents are available in Telema Portal;
- **Activation Day** is the date when Partner's account has been created in the Telema EDI System and Partner has been notified of the fact
- **Agent** shall mean a company whom Telema has given an authorization to conclude, amend and terminate Contracts and represent Telema in matters related to providing Telema Services.
- **Confidential Information** is both the terms and conditions of the Contract as well as all data contained in Partner's E-Documents.
- **Connection** shall mean the data transmission method between the Telema EDI System and Partner.
  - **EDIDIRECT Connection** shall mean a direct connection between the Telema EDI System and the Partner ERP System (e.g., Telema Gateway, Telema EDI Module);
  - **WEB Connection** shall mean that Telema Services are used via Telema Portal;
  - **ROAMING Connection** shall mean that Telema EDI System and Partner are connected via another EDI operator;
  - **ERPCLOUD Connection** shall mean the Connection via ERP Software cloud solution;
  - **PROXY Connection** shall mean data transmission via intermediary appointed by Partner.
- **Contact Person** shall mean the person working in Partner's organization, whose responsibility is to monitor and check execution of the Contract and to inform its organization and the other Party of any contractual issues;
- **Contract** shall mean the agreement between Telema and Partner for providing Telema Services to Partner. Telema General Terms are an integral part of every Contract between Telema and Partner.
- **EDI (Electronic Data Interchange)** is the transfer of EDI messages (E-Documents) by agreed message standards from one computer system to another without human intervention.
- **EDI Mailbox** shall state the intermediary in case of ROAMING, ERPCLOUD or PROXY Connections.
- **E-Document** is a structured message, using an agreed standard, prepared in a computer readable format and capable of being automatically and unambiguously processed (for example e-invoices and e-orders).
- **E-Document Transfer Time** - Maximum time interval between the moment an E-Document arrives at the Telema EDI System from Partner and is made available to its Trade Partner.
- **eAddress** is either an email address that is always directed to Partner's finance department, responsible for handling accounts payable, or Partner's e-invoicing address.
- **ERP Software** shall mean business software in use by Partner;
- **ERP Software Support** shall mean the company providing IT support for the Partner's ERP Software;
- **Formal Notices** shall mean important business messages, legal notices and instructions which the Parties exchange by registered mail at the Party's address(es) specified in the Contract. Formal Notices shall be deemed as delivered after the fifth business day has passed from sending them by registered mail;
- **Key User** shall mean a person authorized by Partner to modify Partner's settings in Telema Portal;
- **Logging Period** shall mean the time period during which E-document transfer log (document type, number, parties, times, amounts) is available in Telema Portal;
- **Login Credentials** mean a unique username and password enabling access to the Telema Portal.
- **Notification E-mail** is an e-mail address provided by Partner that will be the destination of all system notifications sent to Partner;
- **Partner** shall mean a legal entity that has concluded a Contract with Telema for using Telema Services;
- **Service Availability** is the proportion of time that the service is available for use within a month, expressed as a percentage.
- **Service Level Agreement (SLA)** specifies the performance level of Telema EDI System.
- **Service Request Form** shall mean a structured request form available in the Telema Portal for Users to contact Telema's customer service in order to get the quickest support.
- **System Maintenance Time** shall mean time for regular maintenance and updates of the system, that may cause temporary interruptions in Telema Services.
- **Telema and Partner** are individually and collectively referred to as Party and Parties, respectively;
- **Telema EDI Module** shall mean a special module in Partner's ERP Software for using Telema Services.

- **Telema EDI System** shall mean the software and hardware system used for providing Telema Services.
- **Telema eDoc** shall mean a document format for E-documents, which relies on XML format for data encoding. The Telema eDoc format has been derived from the Estonian e-invoice standard, EDIFACT, ISO20022, and other relevant Pan-European EDI standards. It specifies a variety of trade document types (invoices, orders, shipping notices etc.) and encompasses the needs of retail companies in the Baltic States and their neighboring countries.
- **Telema Gateway** shall mean a special interface application for Telema EDI system installed in Partner's IT system. The Telema Gateway transmits E-Documents from Partner's system to the Telema EDI system, offering a wide range of capabilities, including, but not limited to, preliminary data validation and data modification.
- **Trade Partners** shall mean clients and suppliers of Partner who use or will be using the Telema EDI System for exchanging data with Partner. Partner's Trade Partners are defined in the Telema EDI System only by explicit written instructions by the Users of Partner.
- **Telema Portal** shall mean a web-based application for using Telema Services and a self-service environment;
- **Telema Services** shall mean services provided by Telema to Partner under the Contract.
- **User** shall mean a person authorized by Partner to use the Telema Portal.

## 2 SERVICE AND SUPPORT

- 2.1 Telema's EDI System and related intellectual property rights belong to Telema, and the Contract provides Partner the right to use these on the terms and conditions specified in the Contract and the General Terms.
- 2.2 Telema provides Telema Services according to conditions agreed in the Contract.
- 2.2.1 The Contract specifies values for the following parameters: Price Package, Active Period, Logging Period, Document Format, Connection, ERP Software, ERP Software Support, Accounting Software (if different from ERP Software), Accounting Software Support, Contact Person, Key User, eInvoicing Address, Notification Email, Telema Services used.
- 2.2.2 Any deviations from General Terms shall be specified in the Contract in written format.
- 2.3 In addition to Telema Services specified in Contract, Telema undertakes to render services of the Telema Portal. Telema Portal provides a good overview of Partner's E-Document exchange:
- 2.3.1 The detailed contents of all sent and received documents are available over the Active Period;
- 2.3.2 The transfer log data is available over the Logging Period;
- 2.3.3 Partners can view linked Trade Partners' data and send new linking requests;
- 2.3.4 Partners can search for help in the questions and answers section or use the Service Request Form for unanswered questions and other service requests;
- 2.3.5 Partners can administer their User accounts and Company data, view Telema Services info etc.
- 2.4 For using Telema Portal, Partner shall nominate a Key User who shall be responsible for creating, updating and closing User accounts. Key User has the obligation to inform Users that they must keep Login Credentials secret from third parties. Should there exist a risk that Login Credentials have been disclosed to an unauthorized third party, the Key User shall revoke User's rights to use Telema Portal.
- 2.5 Telema service quality: Telema promises to provide Telema Services at the following SLA level.

<u>Parameter</u>	<u>Value</u>
Service Time	24/7
Service Availability	99%
E-Document Transfer Time	< 15 min

These terms shall not apply to System Maintenance Time. Deterioration of service quality or its partial non-availability during that time shall not constitute an SLA infringement.

**2.6 Telema customer support:**

- 2.6.1 responds to Users' requests during business days from 09:00 to 17:00. Feedback is provided to requests at first possibility, but no later than on the following business day;
- 2.6.2 gives priority to requests sent via the Service Request Form. The use of Service Request Form ensures secure and timely information flow as well as authenticates the User rights;
- 2.6.3 replies at first possibility to Users' requests sent to support@telema.com;
- 2.6.4 provides support in the following languages: Estonian, Latvian, Lithuanian, English, Russian.

**2.7 For ensuring high-quality level services, Telema undertakes**

- 2.7.1 to develop and regularly update the Telema EDI System. If the event works require temporary stoppage of the services, Telema shall notify Partner in writing of the planned System Maintenance Time at least 7 (seven) days before the planned stoppage date.
- 2.7.2 to ensure that the sender of E-Documents forwarded to Partner through the Telema EDI System has been identified as a rightful user of Telema EDI System
- 2.7.3 to ensure that the contents of the E-Document are identical to the ones the sender has sent;
- 2.7.4 to convert document format into the format used by customer (specified in Contract)

**2.8 For smooth and undisturbed service Partner:**

- 2.8.1 informs Telema immediately of any technical issues, which may hinder the usage of Telema Services by Partner using the Service Request Form;
- 2.8.2 provides access to competent employee to assist Telema in diagnosing, analyzing and solving any technical problems that may arise. Partner's Contact Person should be able to name that employee and give the necessary contact information in case of any technical issues have arisen;
- 2.8.3 regularly monitors the messages sent to Notification Email;
- 2.8.4 ensures the use of unique document numbers per document type within a calendar year to prevent sending duplicate documents to Telema EDI System;
- 2.8.5 coordinates with Telema at least 14 (fourteen) days in advance all ERP Software changes (version upgrades or software change) affecting E-document traffic.

**3 SECURITY AND CONFIDENTIAL INFORMATION****3.1 Telema ensures the secure use of Telema Services, including a secure access to Telema Portal:**

- 3.1.1 Telema shall authenticate Users' access to the Telema Portal with the help of a personal username and password (Login Credentials);
- 3.1.2 Login Credentials are unique and intended for personal use only, they shall not be forwarded to third parties nor used by multiple persons;
- 3.1.3 Users must have personal email addresses for authorized use of Telema Service;
- 3.1.4 Telema reserves the right to block User in any case of security breach, including but not limited to cases when Login Credentials have been used by more than one User.

**3.2 Telema will use encrypted channels for E-Document exchange.****3.3 To ensure protection of Confidential Information from third parties. The terms and conditions of the Contract and the data contained in Partner's E-Documents shall be confidential (Confidential Information).**

- 3.3.1 Confidential Information shall not be disclosed to any third party without the prior written consent of the other Party. The Parties shall ensure that any representative of the Party does not disclose Confidential Information to third parties without the prior written consent of the other Party.
- 3.3.2 The obligation not to disclose Confidential Information shall also be binding to the Parties for 2 (two) years after the end of the Contract.
- 3.3.3 The disclosure prohibition of Confidential Information does not apply towards
  - 1. organizations who are parties to specific E-Document (e.g., sender, receiver, payer, logistic service provider) and thus have ownership of that E-Document as well;
  - 2. other member companies of a consolidation group in case Partner is a member of a consolidation group;
  - 3. organizations who have the right to that data by law.

**4 RIGHTS AND OBLIGATIONS OF THE PARTIES**

## 4.1 Partner shall have the right:

- 4.1.1 to use Telema Services and Telema Portal according to the signed Contract;
- 4.1.2 to refer to Telema as their service provider;
- 4.1.3 to receive Contract-related information from Telema in line with applicable legislation.

## 4.2 Partner undertakes to:

- 4.2.1 honor the Contract and the General Terms which are an inseparable part of the Contract;
- 4.2.2 inform its clients and suppliers affected by the change resulting from the commencement of using Telema Services and to make amendments to the respective cooperation agreements if applicable;
- 4.2.3 pay on time invoices issued by Telema for Services used by Partner, plus expenses related to invoice collection, if necessary;
- 4.2.4 complete on time the implementation activities as specified in the Contract and take any and all measures in contributing to the speedy activation of agreed Telema Services;
- 4.2.5 inform Telema immediately of the following events: changes in company data (e.g., name, address, contact phone) relevant for the Contract; replacement of a Contact Person; change in Key User data, unauthorized disclosure of Login Credentials to third parties or existence of such a risk; bankruptcy or liquidation proceedings that have been started against Partner and any other circumstances that may impede the Contract from being fulfilled as required.

## 4.3 Telema shall have the right

- 4.3.1 to refer to Partner as a user of Telema Services;
- 4.3.2 to assign or transfer to third parties the claims which have resulted from Partner's failure to make payments on time and/or to authorize third parties to collect the debts, to request that Partner compensate for any expenses incurred as a result of collecting debts which have resulted from failure to pay invoices in due time;
- 4.3.3 if Partner knowingly and intentionally submits inaccurate data or documents: to refuse conclusion of the Contract and/or terminate the Contract if it has already been concluded as well as not to return any payments made by Partner upon concluding the Contract.

## 4.4 Telema undertakes:

- 4.4.1 to fulfill contractual obligations and provide Telema Services as specified in the Contract;
- 4.4.2 upon Partner's request, to provide Partner with information on Telema Services, the terms and conditions of the Contract, invoices issued and notices sent;
- 4.4.3 to disclose data on Partner's business activities which Telema has learned while providing Telema Services only with the Partner's prior written consent, except if the right or obligation to disclose such data is due to legal acts or the Contract;
- 4.4.4 inform Partner immediately of the following circumstances: changes in Telema contact information (e.g., name, address, contact phone) in the Contract; bankruptcy or liquidation proceedings that have been started against the Telema and any other circumstances that may impede the Contract from being fulfilled as required.

## 4.5 Telema is not responsible for

- 4.5.1 Contents of the transaction documents sent by Trade Partners--Telema will forward E-Documents exactly as they were sent by Trade Partners in terms of document contents (fields used, values on fields), unless specifically requested otherwise;
- 4.5.2 Contents of master data documents uploaded by Partner into Telema EDI System (e.g., product data, supplier or customer data, price lists, chart of accounts);
- 4.5.3 Customer internal business process regulations regarding usage of E-Documents or usage of any of the Telema Services;
- 4.5.4 for any damage which Partner or Trade Partners may suffer due to suspension in compliance with Clauses 6.1 and 6.2 or termination of Telema Services/Contract due to Partner's non-adherence to the conditions of this contract. Partner is obligated to inform the Trade Partners of suspension or termination of Telema Services to Partner;
- 4.5.5 for any negative consequences that might result from Partner failing to inform Telema of any changes in ERP Software related to exchange of E-Documents as specified in Contract;
- 4.5.6 If a Party engages any intermediary to perform such services as the transmission, logging or processing of an E-document, that Party shall be liable for damage arising directly from that intermediary's acts, failures or omissions in the provision of said services.

4.5.7 If a Party requires another party to use the services of an intermediary to perform the transmission, logging or processing of an E-document, the party who required such use shall be liable to the other Party for damage arising directly from that intermediary's acts, failures or omissions in the provision of said services.

#### 4.6 Liability of Parties.

4.6.1 Parties shall not be liable for any indirect or consequential damage caused to the other Party which, among other things, may include revenue foregone, interrupted business activities, decreased profit or other similar circumstances, except if caused by Party's gross negligence or intentional breach of contract.

4.6.2 Parties shall compensate each other any direct damage resulting from circumstances where Parties were not fully acting according to the Contract.

4.6.3 In order to request compensation for damage from Telema, Partner shall inform Telema of the damage as soon as possible but not later than 2 (two) months after the discovery of the damage and 6 (six) months after the occurrence of the damage. The burden of proof regarding such damage shall lie with Partner.

4.6.4 For any breaches of the Contract during one calendar month, the total aggregate liability of Telema shall not exceed the total amount of consideration payable by Partner for this particular month under this Contract (activation fee and additional fees excluded). This limitation does not apply in case of Telema's liability for grossly negligent or intentional breach of contract.

## 5 SETTLEMENT OF ACCOUNTS

5.1 Telema will bill for its services monthly. Telema shall issue an invoice based on Telema Services used and prices specified in the Contract.

5.2 Monthly fees for Telema Services will be calculated starting from the Activation Day. All amounts indicated in the Contract are exclusive of VAT.

5.3 Invoices shall be sent to Partner to its invoicing Address. The Parties shall deem electronic invoices equivalent to paper invoices. In the event Partner requires paper invoices, Partner shall compensate the resulting extra sending and handling expenses.

5.4 Partner activation procedures will be started by Telema after receipt of the activation fees from Partner.

5.5 Invoice payment is due in 7 (seven) days from the issuing date stated on the invoice. Telema shall consider an invoice paid when the whole amount specified in the invoice has reached Telema's bank account.

5.6 Upon failure to make payments in due time, the penalty for late payment is 0.05% of the overdue amount for each day of delay. Any expenses incurred in collecting debts which have resulted from failure to pay invoices in due time shall be covered by Partner.

5.7 Should Partner, before the due date of an invoice issued by Telema has been reached, disagree in writing with the amount specified in the invoice, but pays the amount Partner considers correct, Telema shall not restrict or suspend the Services until the claim has been reviewed. Telema shall review claims concerning invoices within 10 (ten) calendar days.

5.8 Should Partner's claim concerning the amount of the invoice be unjustified, the Partner shall pay the contested amount to Telema's bank account within 5 (five) calendar days of Telema's response to the claim; otherwise, Telema shall have the right to suspend Services in compliance with the Terms.

5.9 Partner is responsible of informing Telema about changes in invoicing address, as well as notifying Telema in all cases when the monthly bill has not been received in a timely manner.

## 6 SUSPENSION AND TERMINATION OF TELEMA SERVICES

- 6.1 Partner is entitled to apply for voluntary suspension of Telema Services up to a maximum of 9 (nine) consecutive months by a written request at least 30 (thirty) calendar days in advance, provided that Partner has fulfilled all contractual obligations and has no debts for Telema Services.
- 6.2 Telema is entitled to suspend Telema Services to Partner in case:
- 6.2.1 the settlement of invoice has not reached Telema's bank account within 15 (fifteen) calendar days of the due date specified in the invoice;
  - 6.2.2 Partner has submitted inaccurate data upon conclusion of the Contract or during its term;
  - 6.2.3 Partner has failed to inform Telema of changes in their contact data,
  - 6.2.4 Partner's representative had no authorization to conclude the Contract;
  - 6.2.5 Partner is in serious breach of Contract;
  - 6.2.6 the right to suspend Telema Services results from the application of legal acts.
- 6.3 Suspension procedure and reopening regulations.
- 6.3.1 Immediately before the Telema Services are suspended, Telema shall inform Partner's Contact Person of the reasons thereof in written form.
  - 6.3.2 In case of suspension, E-documents sent by Trade Partners (incoming E-documents) to Partner whose services were suspended, will be available over Telema Portal for 2 (two) weeks from the moment of suspension.
  - 6.3.3 In order to reopen the suspended Telema Services, Partner shall pay a reopening fee of 99 EUR + VAT and settle all overdue amounts, the penalty for late payment and expenses incurred in debt collection.
- 6.4 Voluntary termination.
- 6.4.1 Partner and Telema may terminate the Contract unilaterally for whatever reason if they provide the other Party with advance Formal Notice of 30 (thirty) calendar days.
  - 6.4.2 The Parties may terminate the Contract at any time when they reach such an agreement. This agreement to terminate the Contract shall be concluded in writing and signed by the Parties.
- 6.5 Telema may terminate the Contract without any advance notice by informing Partner thereof if:
- 6.5.1 it is not possible to provide Telema Services because of Clause 6.2.2-6.2.6;
  - 6.5.2 Partner has not settled an invoice within 45 (forty-five) calendar days of the due date specified in the invoice;
  - 6.5.3 other respective circumstances occur which have been specified in the applicable legal acts.
- 6.6 Should there be any hindrances to provision of Telema Services, or should there be any other justifiable grounds for such hindrances, Telema shall have the right to stop providing a certain Service to Partner by informing them in writing at least 30 (thirty) calendar days in advance.
- 6.7 Should Partner, after the Contract has been terminated in accordance with Clause 6.5 wish to resume Telema Services, they are obligated to pay their debts to Telema, penalties for late payment, any relevant collection expenses and the activation fee according to currently valid pricelist.
- 6.8 Termination of the Contract shall not release Partner from the obligation to pay for the Telema Services already provided by Telema in accordance with the Contract.

## 7 FORCE MAJEURE

- 7.1 The Parties shall not be liable for failure to fulfill obligations if this has been caused by Force Majeure. Under Force Majeure the Parties shall mean a circumstance which hinders performance of the Contract or an unforeseen event which is beyond the control of the Parties, i.e., they cannot influence it and they could not reasonably have foreseen it (hereafter "Force Majeure"), e.g.: changes in legislation; state of war, strikes, lock-outs, revolts, blockages; fires, explosions; natural disasters or exceptional weather conditions, including severe rainfall or snowfall, storms, lightning, frost, etc.; power or transmission failures, physical damage to communications cables and equipment by third persons, malfunctions in communications networks or communications lines of third persons or any other circumstances causing disturbances to communications; malicious attacks against infrastructures of Internet service providers of Partner, Telema, Trade Partners; other circumstances which are beyond the control of the Parties and which they could not affect or which, at the time the Contract was entered into, they could not reasonably have been expected to take into account, avoid, or overcome the impediment or the consequences thereof which render the performance of the contractual obligations impossible.



- 7.2 Any delays or errors in services Telema has subcontracted to fulfill the contractual obligations and which have been caused by the above circumstances shall be deemed to be Force Majeure as well.
- 7.3 If a Party's ability to perform contractual obligations has only partially been affected by Force Majeure, the Party shall be responsible for the performance of these obligations the performance of which Force Majeure does not hinder.
- 7.4 The occurrence of Force Majeure shall not release the Parties from the obligation to take any and all measures to avoid or reduce the damage caused by the failure to fulfill contractual obligations. A Party shall resume performance of its contractual obligations as soon as the circumstances of Force Majeure have been eliminated.
- 7.5 A Party who does not fulfill their contractual obligations because of Force Majeure shall inform the other party of the circumstance and its effect on their ability to fulfill the obligations and do that immediately after they learned or should have learned of this circumstance.
- 7.6 Should Force Majeure, which hinders fulfillment of contractual obligations, last more than 180 (one hundred and eighty) days, the Parties shall have the right to terminate the Contract without any right to claim compensation for the resulting damage.

## 8 FINAL PROVISIONS

- 8.1 The Parties undertake to fulfill their contractual obligations as required, with necessary care, reasonably, in good faith and taking into account the established practice.
- 8.2 The Parties shall have no right to assign or transfer any rights and/or responsibilities arising from this Contract to third parties without the prior written consent of the other Party.
- 8.3 No merger, division, reorganization or alteration of the form of ownership of the Parties shall serve as the basis for amendment or early termination of the Contract.
- 8.4 If Partner has failed to inform Telema of changes in the contact data or any other legally requisite information specified in the Contract in writing, the documents and information (invoices, debt claims, etc.) sent to the address specified in Contract shall be deemed as received by Partner.
- 8.5 In the event any condition in the Contract turns out to be fully or partially invalid or it is impossible to be executed, the remaining part of the Contract shall remain in force.
- 8.6 Amending the Contract and/or General Terms.
- 8.6.1 The Party who wants to make amendments to the Contract shall send the Formal Notice to the other Party. The other Party shall reply to the proposal to amend the Contract by sending a written Formal Notice within 21 (twenty-one) calendar days of the receipt of the proposal. Should the other Party fail to respond during that period of time, it shall be deemed that they accepted the amendment.
- 8.6.2 Telema shall have the right to make amendments and additions to the Terms. The amendments shall be announced by email or post at least 30 (thirty) calendar days before these take effect, except if the amendments are due to:
- 8.6.3 Legislation requirements by a state institution or applicable court decisions;
  - 8.6.4 Technical or substantive developments in a certain field or products or Telema Services, creation of additional or better possibilities for use of the Telema Services for Partners;
  - 8.6.5 Necessity to clarify the terms and conditions of Telema Service provision or use.
- 8.6.6 Should Partner disagree to amendments, they shall send a Formal Notice to Telema and they shall have the right to terminate the Contract as of the day the amendments were to take effect, while they shall have no right to demand compensation for any damage from Telema and/or revert to any other legal remedies against Telema.
- 8.6.7 If Partner does not use this right to terminate the Contract, it shall be deemed that they have accepted the amendments and they have no pretensions to Telema in connection with the amendments. The amended Terms shall become an inseparable part of the Contract and compulsory to the Parties on the day of taking effect.
- 8.7 In matters not regulated by the Contract, the Parties shall act pursuant to the legislation of the Republic of Estonia/Latvia/Lithuania and good manners and practice.

- 8.8 Any disputes arising during the performance of the Contract shall be resolved by way of negotiations. If the problem cannot be solved right away, Partner shall have the right to submit a written claim to Telema, which Telema shall review as soon as possible but not later than within 30 (thirty) calendar days and inform Partner of their decision as the latter wishes either orally, in writing by mail or via e-mail. Upon failure to reach an agreement, the disputes shall be settled in the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator and the language used in the arbitral proceedings shall be English.
- 8.9 Partner's authorized representative's signature on the Contract shall certify that:
- 8.9.1 Partner is acquainted with and agrees to the Contract and General Terms and undertakes to comply with these;
  - 8.9.2 data submitted by Partner is accurate, Partner has followed all the rules, procedures and approvals which are set forth for assuming the contractual obligations, and Partner has all the rights and authorizations granted by the law, statutes or other documents which are required for concluding the Contract;
  - 8.9.3 Partner has provided Telema with consent to process contractual data and to forward these to the Agent if necessary;
  - 8.9.4 Partner has provided Telema with consent to share data with companies who are involved in preparing, sending or collecting invoices for Telema Services (who are bound by contractual confidentiality obligations with regard to information provided to them);
  - 8.9.5 For the term of the Contract, Partner shall give its consent to Telema to process the data generated during the provision of Telema Services, particularly the detailed data on the use of Telema Services, the form, time and method of messages transmitted via the communications network, unless the Contract specifies otherwise. Telema and its Agents shall process the data generated during the provision of Telema Services for product development purposes so as to provide Partner with more personal, convenient and valuable products.
- 8.10 Partner shall have the right, before concluding the Contract or before any amendment thereto takes effect, to inform Telema that they do not allow their data to be processed. Partner shall have the right to withdraw their consent at any time by informing Telema in writing or in a form which allows written reproduction.
- 8.11 Any discounts resulting from any campaigns in relation to sales of Telema Services shall not be extended to Partners who do not meet the campaign criteria, have outstanding debts with Telema or have submitted false data at the conclusion of the Contract with Telema.
- 8.12 If the context requires, words in the singular shall mean the plural and vice versa in Terms. Should there be any contradictions in the texts of the English and other language versions of the Terms, or should the latter be ambiguous, the English version shall prevail.
- 8.13 The currently valid General Terms are available to Partner at Telema's home page [www.telema.com](http://www.telema.com).
- 8.14 Unless otherwise stipulated in the Contract, the Contract shall have no fixed term.
- 8.15 Contracts signed digitally shall be considered equivalent to contracts signed on paper. Scanned or faxed copy of a signed contract is considered as a binding document.