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Observations for a Better World

Vaisala enables enhanced safety, efficiency and decision making through its measurement products and related services.

Our way of operating is driven by customer focus, innovation, integrity and collaboration. They guide us in our everyday activities, both within Vaisala and with our partners and customers.



These **General Conditions of Subscription Services of Vaisala Group** (“Conditions”) govern and explain the terms under which a Vaisala Group Company, as identified in a quotation, acknowledgement of order or invoice (hereinafter “Vaisala”, “we”, “us” or “our”), agrees to the provision of subscription services (“Subscription Services”) to Vaisala’s customer (“Customer”, “you” or “your”). By submitting a purchase order (including orders and click-throughs in Vaisala Online Store and other platforms referencing these Conditions), request for offer or any other document to acquire Subscription Services, acting on any Vaisala document referencing these Conditions, or using or accessing any of the Subscription Services, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply. If you are an individual acting on behalf of a legal entity, you represent and warrant that you are authorized to act on behalf of such entity, in which case “you” will refer to such legal entity.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract (“Contract”) between us and you. In the event of conflict between the Service Description(s) (as defined hereinafter) and these Conditions, the Service Description(s) shall prevail.

The Contract may be superseded or amended only by a separate written agreement agreed upon and executed by the parties (“Agreement”).

Common conditions

<p>1 Prices and Payment; Invoicing; Taxes</p>	<p>1.1 Subscription Services, fees and other relevant information are set out in our quotation, acknowledgement of order and/or related Vaisala documentation. Subscription Services, together with associated terms and conditions, may be further detailed in the documentation specific to a given Subscription Service (“Service Description”) attached to or referenced in our quotation or acknowledgement of order, or otherwise made available to you.</p> <p>1.2 We will invoice you for the recurring fees of the Subscription Services annually in advance. Additional fees for metered usage components, optional features, add-ons and extra charges will be invoiced upon their occurrence. We have the right to increase the fees by notifying you in writing at least sixty (60) calendar days prior to the last day of the then-current Subscription Period (as defined in Section 14 below).</p> <p>1.3 Except for refunds under Section 8.3 and Section 26, all fees are non-refundable.</p> <p>1.4 Once we have established any credit limitations, our pricing is based on net 30 days payment terms from the date of invoice. We may agree to apply different payment terms, for which additional charges may apply. All payments must be made directly by you.</p>
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1.5 We do not include any taxes, duties or additional charges of any kind in our fees, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities.

1.6 Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon the first day of delay, we reserve the right to suspend provision of Subscription Services until any unpaid amount, including interest, has been paid in full.

**2 Data Definitions;
Licenses**

2.1 For the purposes of the Contract, the following definitions apply:

“Product Data” means data pertaining to the performance, condition, and maintenance of Vaisala-provided products (“Products”) that you may acquire from us (and consequently have the ownership of such Products) in a transaction separate from the provision of Subscription Services. For avoidance of doubt, any data pertaining to any equipment owned by us is not Product Data, and we retain all rights to such data.

“Measurement Data” means data measured or generated by any equipment owned by you (or third parties) and made available to us in relation to Subscription Services, as well as related metadata (such as location and timing of the measurement). For avoidance of doubt, any data pertaining to any equipment owned by us is not Measurement Data, and we retain all rights to such data.

“Generalized Data” means data based on further processing of Measurement Data or Product Data, or combination thereof with other data or materials, which data (i) doesn’t include information on your identity, and (ii) doesn’t include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such).

2.2 Subject to the payment of fees and conditioned on your (and the authorized end-users’) compliance with the Contract, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services for your internal business purposes during the Subscription Period. Service Description(s) may provide you with broader or additional licenses.

2.3 You may not, directly or indirectly, and shall not permit any authorized end-users to: (i) copy, modify, or create derivative works of Subscription Services, information, data, forecasts, or similar items provided or generated by Subscription Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services to third parties; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Subscription Services; (iv) remove any proprietary notices from Subscription Services or associated documentation; or (v) use Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Service Description(s) may provide you with a limited, non-exclusive, non-transferable, non-sublicensable license allowing some of the excluded items in (i) and (ii).

2.4 When and to the extent we have access to Measurement Data or Product Data in relation to or in connection with the provision of Subscription Services, you hereby grant the following licenses:

1. We shall have the right to process Product Data for the purposes of provision of Subscription Services to you and for our quality control, research and development purposes.
 2. We shall have the right to process Measurement Data for the purposes of providing Subscription Services to you (including support and maintenance).
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	<p>3. We shall have the right to create sets of Generalized Data based on Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data.</p> <p>2.5 We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research, and development (including without limitation right to develop our machine learning systems) and provision of value-added services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties.</p> <p>2.6 Except as explicitly provided in this Section 2, each party retains its respective rights.</p>
<p>3 Responsibility for Use of Subscription Services; Customer Responsibilities</p>	<p>3.1 The use and application of any information, data, forecast, or similar item provided or generated by the Subscription Services shall be your sole responsibility and/or the authorized end-users of those Subscription Services. You and/or the authorized end-users shall assume all liabilities and obligations with respect to any use or application, including integration with your own products and services (when allowed), of such information, data, forecast or similar item.</p> <p>3.2 You will cause the authorized end-users to comply with the Contract and shall be responsible for their actions and omissions. If you suspect any violation by any of the authorized end-users, you will notify us without delay and shall terminate their access to Subscription Services in addition with any other appropriate mitigation measures.</p> <p>3.3 You are solely responsible for the security and use of your and the authorized end-users' login and access credentials. If you suspect that an unauthorized person has gained access to Subscription Services, you will notify us without delay in addition with any other appropriate mitigation measures.</p> <p>3.4 Except for the items provided by us as part the Subscription Services, you are responsible for acquiring, installing, configuring, and maintaining all hardware and software necessary for your access to and use of Subscription Services. You are solely responsible for arranging, maintaining, and paying for appropriate communication network connections to enable your access to and use of Subscription Services.</p>
<p>4 Limitation of Liability</p>	<p>4.1 Subscription Services are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a fee increase or other changes. Please carefully read the following limitation of liability provisions.</p> <p>4.2 Except in the case of gross negligence, willful misconduct, or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the fees of Subscription Service(s) paid during a period of twelve (12) months prior to the event causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable.</p> <p>4.3 Nothing in this Section 4 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.</p>
<p>5 General Indemnity</p>	<p>5.1 Within the limits provided for in Section 4, each party shall hold harmless, defend, and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss attributed to, or caused by, either party's negligent performance under the Contract or by Subscription Services supplied by us.</p> <p>5.2 The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence, or fraud of the party seeking to be indemnified.</p>
<p>6 Force Majeure</p>	<p>6.1 Despite our coordinated efforts and intentions to provide Subscription Services to you as planned, the parties realize that not all things go according to plan. This Section 6 provides relief to each party in Force Majeure events, as detailed below.</p>

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6.2 Neither party shall be liable for delay or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors.

6.3 The party affected by a Force Majeure event shall notify the other party in writing (with email being sufficient) as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under this Section 6 for more than six (6) months.

**7 Acceptance;
Warranty; Disclaimer**

7.1 Subscription Services shall be deemed accepted by you upon us providing or you accessing Subscription Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after provision or accession of Subscription Services (or part thereof).

7.2 We provide Subscription Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Subscription Services, in material conformance with the Contract and associated documentation, including Service Description(s).

7.3 Following your substantiated written claim of Subscription Services (or part thereof) not being compliant with this Section 7, presented within the time period set forth in Section 7.1, we will reperform such non-compliant Subscription Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 7.

7.4 Warranty does not apply in the event that: (i) Subscription Services are not used in accordance with the Contract and associated documentation, including the Service Description(s); or (ii) any non-compliance is caused by you, authorized end-users, or by any product or service not provided by us; or (iii) any non-compliance is caused by an event out of our control. Further, you acknowledge that access to and use of Subscription Services are dependent on the availability and functionality of third-party communications networks, and that we are not responsible for unavailability, slow-downs, or any other issue you may experience in accessing or using Subscription Services resulting from such networks.

7.5 We do not make any representations or warranties, express or implied, statutory or otherwise, regarding the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration of Subscription Services with other services, or that the operation of Subscription Services will be secure, uninterrupted, or error free. Further, we do not make any representations or warranties, express or implied, statutory or otherwise, that any information, data, forecast or similar item will occur or has occurred as the reports, forecasts, graphics, data, or information included in or delivered to you by Subscription Services, state, represent or depict.

7.6 Further, you acknowledge that forecasting is an inexact science. All forecasts provided as part of or in connection with Subscription Services inherently contain errors, and thus they are provided “as is” without warranty of any kind, either expressed or implied.

8 Modifications

8.1 We constantly strive to develop and improve Subscription Services. We may modify Subscription Services and associated documentation, including Service Description(s), at any time. Modifications may include optional new features of Subscription Services, which you may use subject to the then-current Service Description(s) and additional fees (when applicable).

8.2 We will notify you of modifications by email, release notes, our website, making available an updated Service Description, via the Subscription Services user interface, or other appropriate means.

8.3 If you establish that a modification is not solely an enhancement, and it materially reduces Subscription Services, you may terminate the Contract in relation to Subscription Services so materially reduced, by providing written notice to us (with email being sufficient) within thirty (30) days after receipt of our notice given in accordance with Section 8.2. We will refund the fees applicable to the terminated Subscription Services

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		for the remainder of their Subscription Period. For avoidance of doubt, these Conditions remain in full force and effect in relation to other Subscription Services provided under the Contract.
		8.4 We may modify these Conditions at any time and will inform you of such modifications by making a new version of these Conditions available on our website. The modified version shall be applied from the start of the Subscription Period immediately following the modification date. By continuing to use Subscription Services, you agree to and accept all the modifications to these Conditions.
9	Suspension	<p>9.1 Upon written notice to you (with email being sufficient), we may suspend provision of Subscription Services if we reasonably determine: (i) payment for our fees is not received by the date on which payment is due; (ii) you or your use (including use by the authorized end-users) of Subscription Services is in breach of the Contract; (iii) your use (including use by the authorized end-users) of Subscription Services poses a security risk to Subscription Services or other users; or (iv) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency.</p> <p>9.2 You will remain responsible for all fees incurred before and during the suspension. You will not be entitled to any service credits (if applicable) or other compensation under the Contract that you might have otherwise accrued during the period of suspension.</p>
10	Security; Maintenance	<p>10.1 We employ reasonable security measures consistent with relevant industry practices and in accordance with our security procedures as amended from time to time.</p> <p>10.2 In order to provide you with well-functioning Subscription Services, we perform both scheduled and unscheduled maintenance work. We inform you of scheduled maintenance windows through appropriate channels and may inform you of unscheduled maintenance activities in advance or after they take place.</p> <p>10.3 You acknowledge that maintenance work may impact the functioning and availability of Subscription Services and agree that you shall have no recourse against us based on such impacts. In the calculation of service level agreement metrics (if any), impacts of any maintenance work shall be excused and excluded.</p>
11	Attribution	<p>11.1 To the extent you are allowed to make any information, data, forecast, or similar item provided or generated by Subscription Services available to third parties (other than your affiliates), you shall conspicuously display the appropriate Vaisala logo that indicates that the information, data, forecast and similar items are provided by us. If displaying the Vaisala logo is not possible due to technical reasons, the text “Vaisala” shall be displayed, referring to the source of information, data, forecast or similar item. We may provide you with detailed instructions on the use of the Vaisala logo. Further, you agree to include any third-party attributions when making any such third-party information, data, forecast or similar item available to third parties.</p> <p>11.2 You may not use the Vaisala logo or text, or any third-party attribution, in any way that implies that your products or services are provided or endorsed by us or any such third party.</p>
12	Analyses	<p>12.1 We may create analyses utilizing information derived from your (and the authorized end-users’) use of Subscription Services (“Analyses”). Analyses typically anonymize and aggregate information on such use, and in other respects they will comply with Vaisala’s Privacy Policy. Analyses may be combined with Product Data and Measurement Data.</p> <p>12.2 We may use Analyses for: (i) development of Subscription Services’ features and functionality, performance, workflows and user interfaces and development of new products and services, (ii) improving our technical support, (iii) capacity and demand planning, (iv) training and developing machine learning algorithms, (v) verification of security measures and data integrity, and (vi) identification of trends and developments, creation of indices and benchmarking.</p>
13	Subcontractors and Suppliers	13.1 In order to provide quality Subscription Services and to serve you in an efficient manner, we may use subcontractors and third-party suppliers in connection with the provision of Subscription Services.

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		13.2 We remain responsible for the activities of our subcontractors and suppliers.
14	Subscription Period; Auto-Renewals	<p>14.1 The Contract shall become effective on: (i) us granting you access to Subscription Services, or you otherwise accessing or using Subscription Services; (ii) the date defined in our quotation or acknowledgement of order; (iii) the date defined in the applicable Service Description; or (iv) start of the Freemium or Trial (as defined in Section 16), whichever is the earliest (“Effective Date”). The Contract shall remain effective for a period of twelve (12) months from the Effective Date (“Subscription Period”). The Subscription Period will automatically renew for a period of corresponding length, unless terminated in accordance with Section 14.2 below. The Contract applies to all renewed Subscription Periods.</p> <p>14.2 Each party may opt-out of auto-renewal of any Subscription Period by notifying the other party in writing (with email being sufficient) sixty (60) days prior to the last day of the then-current Subscription Term.</p>
15	Additional Software; License	<p>15.1 To the extent we separately grant you a license for software for installation on your infrastructure in connection with providing you Subscription Services, such license is governed by the General License Conditions of Vaisala Group, which are available here: https://www.vaisala.com/en/vaisala-policies#terms-and-conditions</p>

Freemiums and Trials

16	Definitions; Applicability	<p>16.1 Freemium services (“Freemium”) mean the provision of Subscription Services free of charge, coupled with the option to acquire additional features of those Subscription Services for a charge.</p> <p>16.2 A trial (“Trial”) means the provision of Subscription Services free of charge for trial purposes for a limited period of time.</p> <p>16.3 When Subscription Services consist of, or include, Freemiums or Trials, Sections 16-19, in addition to Common conditions and Governance conditions, apply to those Subscription Services or to the applicable part thereof.</p>
17	License	<p>17.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Freemiums and Trials for your internal business purposes. Commercial use of Freemiums and Trials is prohibited.</p> <p>17.2 Freemiums are provided for a period defined in the associated documentation. A Subscription Period for optional, for-a-charge features of Freemiums shall be defined in the associated documentation.</p> <p>17.3 You may try out the Trials for a period beginning on the date when we provide you with the access to Trials and ending at the end of the defined trial period.</p> <p>17.4 We reserve the right at any time to terminate the Trials for convenience and without prior notice.</p>
18	Invoicing	<p>18.1 Freemiums and Trials are provided free of charge.</p> <p>18.2 Recurring fees for the optional features of the Freemiums are invoiced annually in advance.</p>
19	No Warranty	<p>19.1 Freemium and Trials are provided with limited features and functionality, without any support and “as is”/“as available” without indemnification or warranty of any kind. Warranty in Section 7 and indemnification in Section 26 do not apply to Freemiums and Trials.</p> <p>19.2 Notwithstanding the above, for-a-charge features of Freemiums carry the standard warranty set forth in Section 7 and Section 26 applies to such features.</p>

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Implementation services

<p>20 Definition; Applicability</p>	<p>20.1 Implementation services (“Implementation Services”) mean professional services related to the deployment of Subscription Services, including for example integration, parametrization, data transfers and conversions.</p> <p>20.2 When the deployment of Subscription Services includes Implementation Services, Sections 20-24, in addition to Common conditions and Governance conditions, apply to such Implementation Services or to the applicable part thereof.</p>
<p>21 License</p>	<p>21.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the results and deliverables of the Implementation Services for your internal business purposes only in connection with the relevant Subscription Services during the Subscription Period.</p>
<p>22 Customer Obligations</p>	<p>22.1 You agree to contribute to the provision of Implementation Services with respect to the factors that are under your control and/or as reasonably instructed by us.</p> <p>22.2 You agree to make without delay the decisions necessary for the proper and timely provision of Implementation Services. Further, you shall assign all the resources, personnel and time required for the timely and efficient provision of Implementation Services as reasonably instructed by us.</p>
<p>23 Invoicing</p>	<p>23.1 We will invoice you for the fees upon completion of the Implementation Services.</p>
<p>24 Acceptance; Warranty</p>	<p>24.1 Implementation Services shall be deemed accepted by you upon the completion of Implementation Services (or part thereof), unless we receive a substantiated written claim within seven (7) days after the completion of Implementation Services (or part thereof), or upon you taking the results and/or deliverables of Implementation Services into use, whichever is earlier.</p> <p>24.2 We provide Implementation Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Implementation Services, in material conformance with the Contract and associated documentation, including Service Description(s).</p> <p>24.3 Following your substantiated written claim of Implementation Services (or part thereof) not being compliant with this Section 24, presented within the time period set forth in Section 24.1, we will reperform such non-compliant Implementation Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 24.</p>

Governance conditions

<p>25 Confidentiality</p>	<p>25.1 We have specific and unique data, information, knowledge, and know-how regarding Subscription Services and their applications. All the data and information provided by us to you, inclusive of Service Descriptions, fees, drawings, technical data, technology, and materials, which is not publicly available, is proprietary and confidential to us (“Vaisala Information”). You agree to use Vaisala Information only for the purposes of the Contract. You will not disclose Vaisala Information to third parties (except to your affiliates) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information.</p> <p>25.2 You may choose to disclose certain non-public information (“Customer Information”) to us. We agree to use Customer Information only for the purposes of the Contract and will not disclose Customer Information to third parties (except to our affiliates, representatives and channel partners).</p> <p>25.3 Unless the parties have a valid non-disclosure or confidentiality agreement in place, the obligations of this Section 25 shall survive for a period of three (3) years from the initial disclosure.</p>
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<p>26 Intellectual Property Rights and Indemnification</p>	<p>26.1 We, other Vaisala Group Companies, and our suppliers and licensors own all intellectual property rights in and related to Subscription Services, including software code, graphic design, layout and user interfaces, Service Descriptions, associated documents, related know-how, knowledge and processes, and any derivative works of them. All rights not expressly granted to you in the Contract are reserved by us, other Vaisala Group Companies, and our suppliers and licensors.</p> <p>26.2 Licenses to Product Data and Measurement Data are set forth in Section 2.4.</p> <p>26.3 Subscription Services may utilize open source or other third-party software which are subject to their respective license terms, which are deemed to be incorporated into, and in case of conflict, supersede, these Conditions. We are not responsible for the availability or fulfillment of any such software.</p> <p>26.4 Subscription Services may include links to or integrations with online and other services made available by third parties (other than Vaisala Group Companies) that are accessed through Subscription Services, and they are subject to terms and conditions of those third parties' services. You are deemed to have accepted such terms and conditions by using those third-party services.</p> <p>26.5 We act diligently to avoid third party intellectual property rights violations. If it is asserted that any Subscription Services or part thereof violates any third-party intellectual property right, we reserve the right to modify Subscription Services to remove such violations, or, if not commercially reasonable, refund prepaid fees for, and immediately terminate provision of, Subscription Services or parts thereof so affected.</p> <p>26.6 In the event remedy under Section 26.5 is not available, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Subscription Services provided to you infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.</p> <p>26.7 Customer Indemnified Parties shall without delay notify us in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and you shall give all necessary information, authorization and assistance to defend the same.</p> <p>26.8 The provisions of this Section 26 are your sole remedy and our sole liability for any intellectual property infringements.</p> <p>26.9 You shall hold harmless, defend and indemnify us, and each of our directors, officers, members, managers and employees and our suppliers ("Vaisala Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Vaisala Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that your use of Subscription Services, in a manner which is not compliant with the Contract, infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.</p>
<p>27 Export Control; Licenses and Authorizations</p>	<p>27.1 Each party acknowledges that Subscription Services and any information, data, forecast or similar item provided or generated by the Subscription Services may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; and (iv) applicable local regulations (together the "Export Control Regulations") regulating the export and re-export of Subscription Services and any information, data, forecast or similar item provided or generated by Subscription Services.</p> <p>27.2 You represent that you, your affiliates and the authorized end-users of Subscription Services are not named on any Export Control Regulations list of restricted parties.</p>

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	<p>27.3 Each party hereby agrees not knowingly export or re-export Subscription Services (and any information, data, forecast or similar item provided or generated by Subscription Services), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations.</p> <p>27.4 You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Subscription Services. We shall not be obliged to commence performance of the Contract until all necessary licenses and authorizations have been obtained.</p> <p>27.5 You acknowledge that violation of this Section 27 may lead to termination of the Contract, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).</p>
28 Termination	<p>28.1 In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate the Contract with immediate effect by written notice (with email being sufficient).</p> <p>28.2 In the event that either party materially breaches the Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate the Contract with immediate effect.</p> <p>28.3 In any event of termination, we shall be entitled to payment for Subscription Services already provided.</p> <p>28.4 Upon expiry or termination, you shall (i) discontinue use of the Subscription Services and related information, data and other items; (ii) delete all copies of the Subscription Services components from your infrastructure; (iii) return or delete all Vaisala Information.</p>
29 No Assignment	<p>29.1 Neither party shall be permitted to assign or transfer the Contract to another company (unless by us to a Vaisala Group Company), in whole or in part, or any rights or obligations hereunder, except with the written authorization of the other party. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 29 shall be null and void.</p> <p>29.2 Nothing in this Section 29 shall limit our right to use subcontractors and third-party suppliers.</p>
30 Non-Waiver	<p>30.1 Failure to enforce any right under the Contract will not be deemed a waiver of future enforcement of that or any other right.</p>
31 Data Privacy	<p>31.1 We value the privacy of the representatives of our customers and agree to use their personal data only for the purposes of the Contract and for marketing activities related to our Subscription Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at https://www.vaisala.com/en/vaisala-policies#privacy-policy.</p>
32 Reference Rights	<p>32.1 We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.</p>
33 Governing Law and Dispute Resolution	<p>33.1 The Contract shall be governed by and constructed in accordance with the laws of the country (or state or province, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.</p> <p>33.2 The parties shall first try to resolve any dispute relating to or arising from the Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.</p>