



Keto

General terms and conditions for enterprise customers

Keto Software Oy, Version: September 2025

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1. Definitions

"Agreement" means the contractual relationship between the Customer and Keto Software Oy, including the Order Form (or Quote), these General Terms and Conditions (GTC), the Service Level Agreement (SLA), and any applicable Data Processing Agreement (DPA).

"Customer" refers to the legal entity identified in the Order Form that is granted access to the Services.

"Keto" refers to Keto Software Oy, a company organized under the laws of Finland with its registered office at Kankurinkatu 4–6, 05800 Hyvinkää, Finland.

"Services" means the cloud-based Software-as-a-Service platform and any associated support, content, or documentation provided by Keto.

"Subscription Term" refers to the duration of the Customer's right to use the Services, as defined in the Order Form.

"User" means any employee, contractor, or representative authorized by the Customer to use the Services.

"Confidential Information" means non-public information disclosed by either Party that is marked or reasonably understood to be confidential.

2. Scope of Service

Keto provides enterprise SaaS solutions accessible over the internet. The specific scope, features, limitations, and configuration of the Services are defined in the Order Form or Keto Licensing Agreement (KLA), and further detailed in the Service Level Agreement (SLA).

3. License Grant and Use Restrictions

Keto grants the Customer a non-exclusive, non-transferable, time-limited right to access and use the Services solely for internal business purposes during the Subscription Term.

The Customer shall not:

- Reverse-engineer, decompile, or disassemble the Services;

- Modify or create derivative works based on the Services;
- Resell, sublicense, or distribute the Services;
- Use the Services in violation of any applicable law or regulation.

4. Customer Obligations

Customer agrees to:

- Ensure that all Users comply with the Agreement;
- Maintain the confidentiality of login credentials;
- Provide accurate and current billing, administrative, and technical contact details;
- Ensure technical readiness and network access to support use of the Services.

5. Fees and Payment

Fees are defined in the Order Form or KLA and are invoiced annually in advance beginning on the License Start Date. All Fees invoiced in advance are non-refundable, unless otherwise required by mandatory law. Setup or onboarding fees, if applicable, are charged once and are non-refundable."

The License Start Date is the date on which Keto makes the Customer's SaaS instance technically available for configuration and use by the Customer. It is not tied to the Customer's internal project timeline or go-live date.

All fees are exclusive of applicable taxes (see Section 6).

Invoices are payable within the term specified in the Order Form or KLA. Late payments may result in interest charges, service suspension, and/or denial of access to the Services until full payment is received.

6. Taxes

All fees are exclusive of any applicable taxes, duties, or levies (including but not limited to VAT, GST, sales tax, or withholding tax), unless explicitly stated otherwise.

Each Party shall be solely responsible for its own tax obligations under applicable law.

Keto shall invoice from:

- Keto Software Oy (Finland) for Finnish customers (VAT applied),
- Keto Software Ltd (UK) for UK customers (VAT applied),

- Keto Software AG (Switzerland) for Swiss customers (VAT applied).

For all other customers:

- Where legally applicable, Keto applies the reverse charge mechanism or a comparable local self-assessment system.
- In such cases, Keto invoices without VAT or similar taxes, and the Customer is responsible for accounting for tax under their local regulations.
- The Customer must provide a valid tax identification number (e.g., VAT ID, EIN, GST number) upon request.

Keto is not responsible for any taxes imposed on the Customer by authorities in the Customer's jurisdiction, other than those explicitly included in the invoice.

7. Reference and Marketing Rights

If the Customer has received a Reference Discount, the Customer agrees to:

- Publish a welcome post on a professional channel (e.g., LinkedIn) within three (3) months of license start;
- Permit Keto to use the Customer's name and logo in sales and marketing materials;
- Allow Keto to display publicly available visual representations of the Customer's use of the platform (e.g., screenshots of public-facing dashboards);
- Optionally collaborate with Keto on a case study or reference story.

Participation in additional marketing activities (e.g., events, webinars) is voluntary and by mutual agreement.

8. Service Levels and Support

Keto provides support and availability in accordance with the Service Level Agreement (SLA), which includes response times, maintenance notices, and uptime commitments.

9. Data Protection and Security

Keto implements appropriate technical and organizational measures to safeguard Customer Data.

Each Party agrees to comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR) where relevant.

If the Services involve processing personal data on the Customer's behalf, a Data Processing Agreement (DPA) will be made available and form part of this Agreement.

Keto may offer AI-enhanced features ("AI+") such as content suggestions, classification, or analysis. These features are optional and disabled by default. If enabled, AI+ will process Customer Data via Microsoft Azure OpenAI Services hosted in the European Union (EU).

The use of AI+ is subject to Microsoft's Azure OpenAI Code of Conduct and complies with applicable data protection laws.

Keto does not use Customer Data to train AI models. Outputs generated by AI+ are machine-generated and may contain inaccuracies or incomplete information. Customers are responsible for reviewing and verifying any AI-generated content prior to use. Keto disclaims liability for reliance on AI+ output to the extent permitted by law.

10. Confidentiality

Each Party agrees to protect the Confidential Information of the other using the same level of care it uses to protect its own confidential information, but not less than reasonable care. This obligation survives termination of the Agreement for five (5) years. With respect to trade secrets, such obligations shall continue for so long as the information qualifies as a trade secret under applicable law.

11. Intellectual Property Rights

Keto retains all rights, title, and interest in and to the Services, including all related intellectual property rights.

The Customer retains full ownership of all data it uploads to the Services and may export or delete such data at any time during the Agreement. No transfer of intellectual property rights shall occur unless explicitly agreed in writing.

12. Warranties and Disclaimers

Keto warrants that the Services will materially conform to the documentation during the Subscription Term and that it has the right to provide the Services.

Except as expressly stated, the Services are provided “as is” and Keto disclaims all other warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

13. Limitation of Liability

Keto’s total aggregate liability under the Agreement shall not exceed the total fees paid by the Customer during the twelve (12) months preceding the event giving rise to the claim.

Keto shall not be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of revenue, profits, or data, even if advised of the possibility of such damages.

14. Indemnification

By Keto

Keto shall indemnify, defend, and hold harmless the Customer from and against third-party claims, damages, and expenses (including reasonable legal fees) alleging that the Services infringe a valid intellectual property right, provided that the Customer promptly notifies Keto and allows Keto to control the defense and settlement.

This obligation does not apply where the claim arises from:

- (a) unauthorized use of the Services,
- (b) Customer modifications, or
- (c) use of the Services in combination with non-Keto systems.

By Customer

The Customer shall indemnify and hold harmless Keto from and against any third-party claims, damages, or expenses arising from:

- (a) Customer’s breach of law or this Agreement, or
- (b) Customer-provided content that infringes or misuses third-party rights.

The Customer’s indemnification obligation shall not apply to claims arising from instructions, specifications, or modifications provided or required by Keto.

15. Insurance

Keto shall maintain, at its own expense, general liability and cyber insurance in accordance with industry standards.

Upon reasonable request, Keto may provide a certificate of insurance or proof of coverage.

16. Term and Termination

The Agreement is effective upon signature of the Order Form or KLA and continues for the Subscription Term, including any automatic renewals, as defined therein. Either Party may terminate the Agreement with immediate effect for material breach if the breach is not cured within thirty (30) days of written notice.

In addition, for Customers domiciled in the European Union, the Customer may terminate this Agreement for convenience at any time by giving written notice of up to two (2) months, in accordance with Regulation (EU) 2023/2854 (the "Data Act"). Such termination shall not entitle the Customer to any reimbursement of Fees already paid.

Upon termination:

- Customer access to the Services will cease;
- Customer Data may be deleted after a post-termination retention period as defined in the DPA or SLA.

17. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Finland, without regard to conflict of law principles.

Any disputes shall be submitted to the exclusive jurisdiction of the courts of Helsinki, Finland.

18. Miscellaneous

- Amendments must be in writing and signed by both Parties.
- Assignment: Neither Party may assign its rights or obligations without prior written consent, except in the case of a merger or sale of substantially all assets.
- Force Majeure: Neither Party shall be liable for failure or delay due to causes beyond its reasonable control.
- Severability: If any provision is found unenforceable, the remainder shall remain in full force.
- Electronic Signature: Signatures submitted electronically (e.g., via PDF or e-signature platforms) are deemed valid and binding.



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